

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CROATIA
AND
THE GOVERNMENT OF THE KINGDOM OF NORWAY
ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Government of the Republic of Croatia and the Government of the Kingdom of Norway (hereinafter referred to as “the Parties”),

Realizing that good co-operation may require exchange of Classified Information between the Parties,

Desiring to establish a set of rules regulating the mutual protection of Classified Information exchanged or generated in the course of the cooperation between the Parties,

Have agreed as follows:

Article 1
Objective and Scope

1. The objective of this Agreement is to ensure the protection of Classified Information that is commonly generated or exchanged between the Parties.
2. After entering into force, this Agreement shall be applicable to any activities, contracts or agreements involving Classified Information that will be conducted or concluded between the Parties.

Article 2
Definitions

For the purposes of this Agreement:

- (1) “**Classified Information**” means any information, irrespective of the form, which requires protection against security breach and has been classified in accordance with national laws and regulations of the originating Party;
- (2) “**Need-to-Know**” means that access to Classified Information may only be granted to persons who have a verified requirement for knowledge or possession of such information in order to perform their official and professional duties;

- (3) “**Security Breach**” means any form of unauthorized disclosure, misuse, alteration, damage or destruction of Classified Information, as well as any other action or inaction, resulting in loss or possible loss of its confidentiality, integrity or availability;
- (4) “**Originating Party**” means the Party that has created the Classified Information;
- (5) “**Receiving Party**” means the Party to which Classified Information of the Originating Party is transmitted;
- (6) “**National Security Authority**” means the national authority responsible for the implementation and supervision of this Agreement;
- (7) “**Competent Authority**” means the National Security Authority or another national authority which, in accordance with national laws and regulations, implements this Agreement;
- (8) “**Contractor**” means an individual or a legal entity possessing the legal capacity to conclude contracts;
- (9) “**Classified Contract**” means an agreement between two or more parties, which contains or the execution of which requires access to Classified Information;
- (10) “**Personnel Security Clearance**” means the determination by the Competent Authority confirming, in accordance with national laws and regulations, that an individual is eligible to have access to Classified Information;
- (11) “**Facility Security Clearance**” means the determination by the Competent Authority confirming, in accordance with national laws and regulations, that a legal entity or individual has the physical and organizational capabilities to meet the conditions for access to and handling of Classified Information up to a certain security classification level;
- (12) “**Security Assurance**” means a statement issued by the Competent Security Authority declaring that Classified Information at OGRANIČENO / BEGRENSET / RESTRICTED level will be protected in accordance with its national laws and regulations;
- (13) “**Third Party**” means any state, organization, legal entity or individual that is not a party to this Agreement.

Article 3

Security Classification Levels

The Parties agree that the following Security Classification Levels are equivalent:

For the Republic of Croatia	For the Kingdom of Norway	Equivalent in English
VRLO TAJNO	STRENGT HEMMELIG	TOP SECRET
TAJNO	HEMMELIG	SECRET
POVJERLJIVO	KONFIDENSIELT	CONFIDENTIAL
OGRANIČENO	BEGRENSET	RESTRICTED

Article 4
National Security Authorities

1. The National Security Authorities of the Parties are:

For the Republic of Croatia:

- Office of the National Security Council;

For the Kingdom of Norway:

- Norwegian National Security Authority.

2. The Parties shall inform each other through diplomatic channels of the contact details of their National Security Authorities and Competent Authorities, and any subsequent changes thereof.

3. On request, the National Security Authorities shall inform each other of national laws and regulations in force regulating the protection of Classified Information and shall exchange information about the security standards, procedures and practices for the protection of Classified Information.

4. In order to maintain the same security standards the National Security Authorities may facilitate joint visits. Both Parties must agree upon such visits.

Article 5
Protection Measures and Access to Classified Information

1. In accordance with their national laws and regulations, the Parties shall take all appropriate measures for the protection of Classified Information which is exchanged or generated under this Agreement. The same level of protection shall be ensured for such Classified Information as it is provided for their own national Classified Information of the equivalent Security Classification Level, as defined in Article 3 of this Agreement.

2. The Originating Party shall inform the Receiving Party in writing about any change of the Security Classification Level of the released Classified Information, in order to apply the appropriate security measures.

3. Classified Information of the other Party shall only be made accessible to persons who hold an appropriate Personnel Security Clearance and are authorized in accordance with national laws and regulations to have access to Classified Information of the equivalent Security Classification Level and who have a Need-to-Know.

4. Within the scope of this Agreement, each Party shall recognize the Personnel Security Clearances and Facility Security Clearances issued by the other Party.

5. The Competent Authorities shall assist each other upon request and in accordance with national laws and regulations in carrying out vetting procedures necessary for the application of this Agreement.

6. Within the scope of this Agreement, the National Security Authorities shall inform each other without delay about any alteration with regard to Personnel and Facility Security Clearances, in particular about the revocation thereof.

7. Upon the request of the National Security Authority of the Originating Party, the National Security Authority of the Receiving Party shall issue a written confirmation that an individual has the right to access Classified Information.

8. The Receiving Party shall:

- a) Not submit Classified Information exchanged or generated under this Agreement to a Third Party without prior written consent of the Originating Party;
- b) Mark the received Classified Information in accordance with the Security Classification Level equivalence set forth in Article 3;
- c) Use Classified Information received from the other Party only for the purposes that it has been provided for;
- d) Not declassify the received Classified Information without the prior written consent of the Originating Party.

9. National Security Authorities can conclude implementing arrangements concerning this Agreement.

Article 6 Transmission of Classified Information

1. Classified Information shall be transmitted through diplomatic channels or through channels otherwise mutually approved by the National Security Authorities. The Receiving Party shall confirm the receipt of Classified Information in writing.

2. The Security and Intelligence Services of the Parties may directly exchange operational and analytical information in accordance with the national laws and regulations.

Article 7 Reproduction and Translation of Classified Information

1. Information classified as VRLO TAJNO / STRENGT HEMMELIG / TOP SECRET shall be translated or reproduced only in exceptional cases upon prior written consent of the Originating Party.

2. All copies of Classified Information received from the other Party shall be marked with the original security classification marking. Such reproduced information shall be placed under the same control as the original information. The number of copies shall be restricted to that required for official purposes.

3. Translations shall be marked with the original security classification marking and shall bear an appropriate note in the language into which it is translated stating that the translation contains Classified Information of the Originating Party.

Article 8 Destruction of Classified Information

1. Classified Information shall be destroyed in such a manner as to eliminate the possibility of its partial or total reconstruction in accordance with the national laws and regulations of the Receiving Party.

2. Information classified as VRLO TAJNO / STRENGT HEMMELIG / TOP SECRET shall not be destroyed. It shall be returned to the Originating Party.

3. The Originating Party may, by additional marking or sending subsequent written notice, expressly prohibit destruction of Classified Information. If the destruction of Classified Information is prohibited, it shall be returned to the Originating Party.

4. In a crisis situation in which it is impossible to protect or return Classified Information exchanged or generated under this Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall inform the National Security Authority of the Originating Party about this destruction as soon as possible.

Article 9 Classified Contracts

1. Classified Contracts shall be concluded and implemented in accordance with national laws and regulations of each Party.

2. Upon request, the National Security Authority of the Receiving Party shall confirm that a proposed Contractor has been issued an appropriate Facility Security Clearance or Personnel Security Clearance. If the proposed Contractor does not hold the appropriate clearance, the National Security Authority of the Originating Party may request the National Security Authority of the Receiving Party to issue the appropriate clearance.

3. A security section or annex shall be an integral part of each Classified Contract or sub-contract by which the Originating Party shall specify which Classified Information is to be released to the Receiving Party, which Security Classification Level has been assigned to that information and the Contractor's obligations to protect the Classified Information.

4. Prior to release to either Party's contractors or prospective contractors of any Classified Information received from the other Party, the receiving Party shall in accordance with its national laws and regulations:

- a) Ensure that such contractors or prospective contractors and their facilities have the capability to protect the Classified Information adequately;
- b) Perform an appropriate Facility security clearance procedure of the contractors;
- c) Perform an appropriate Personnel security clearance procedure for all personnel whose duties require access to Classified Information;

- d) Ensure that all persons having access to Classified Information are informed of their responsibilities to protect the Classified Information;
 - e) Carry out periodic security inspections of relevant cleared facilities.
5. Sub-contractors engaged in Classified Contracts shall comply with the security requirements applied to the Contractors.

Article 10

Visits

1. Visits requiring access to Classified Information are subject to prior permission by the Competent Authority of the host Party. The permission shall be granted on the basis of a visit request by the Competent Authority of the visiting Party.
2. The request referred to in paragraph 1 of this Article shall include:
 - a) Visitor's name and surname, date and place of birth, citizenship;
 - b) Passport number or another identification card number of the visitor;
 - c) Position of the visitor and name of the organization represented;
 - d) Level of the Personnel Security Clearance of the visitor;
 - e) Purpose, proposed working programme and planned dates of the visit;
 - f) Names of organizations and facilities to be visited;
 - g) Other data, if agreed upon by the National Security Authorities.
3. The Competent Authorities may agree on a list of visitors entitled to recurring visits. The list shall be valid for an initial period not exceeding 12 months and may be extended for a further period of time not exceeding 12 months. A request for recurring visits shall be submitted in accordance with paragraph 2 of this Article. Once the list has been approved, visits may be arranged directly between the facilities involved.
4. Each Party shall guarantee the protection of personal data of the visitors in accordance with its national laws and regulations.

Article 11

Security Breach

1. In case of actual or suspected Security Breach concerning Classified Information exchanged or generated under this Agreement, the National Security Authority of the Party where the Security Breach has occurred shall, without delay, inform the National Security Authority of the Originating Party and, in accordance with national laws and regulations, initiate appropriate proceedings in order to determine the circumstances of the Security Breach. The results of the proceedings shall be forwarded to the National Security Authority of the Originating Party.
2. When the Security Breach has occurred in a third state during transit, the National Security Authority of the sending Party shall take the appropriate actions without delay.

Article 12
Expenses

Each Party shall bear its own expenses incurred in the implementation of this Agreement and its supervision.

Article 13
Settlement of Disputes

Any dispute regarding the interpretation or application of this Agreement shall be settled by consultations and negotiations between the Parties and shall not be referred for settlement to any international tribunal or Third Party.

Article 14
Final Provisions

1. This Agreement shall enter into force on the first day of the second month following the date of the receipt of the last written notification by which the Parties have informed each other, through diplomatic channels, that their internal legal requirements necessary for its entry into force have been fulfilled.
2. This Agreement may be amended by mutual written consent of the Parties. Amendments shall enter into force in accordance with the provision of paragraph 1 of this Article.
3. This Agreement is concluded for an indefinite period of time. Either Party may denounce this Agreement by giving the other Party notice in writing, through diplomatic channels. In that case, this Agreement shall terminate six (6) months from the date on which the other Party has received the denunciation notice.
4. In case of termination of this Agreement, all Classified Information exchanged pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein and, upon request, be returned to the Originating Party.

Done in Zagreb on 3 July 2018 in two originals, each in the Croatian, Norwegian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF
THE REPUBLIC OF CROATIA**

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