

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CROATIA
AND
THE GOVERNMENT OF THE REPUBLIC OF POLAND
ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION**

The Government of the Republic of Croatia and the Government of the Republic of Poland, 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,

Subject to respect binding rules of the international law and the national law of 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 generated or exchanged between the Parties, individuals, legal entities or other forms of organizations under their jurisdiction.
2. This Agreement shall be applicable to any contracts or international agreements involving Classified Information performed or concluded between the Parties, individuals, legal entities or other forms of organizations under their jurisdiction as well as to any activities conducted between them.

**Article 2
Definitions**

For the purposes of this Agreement:

- 1) “**Classified Information**” means any information, irrespective of the form, carrier and manner of recording, as well as objects or any parts thereof, also in the process of being generated, which has been classified in accordance with the national law of the Originating Party;
- 2) “**Originating Party**” means the Party, as well as individuals, legal entities or other forms of organizations, competent to generate and transmit Classified Information in accordance with the national law of that Party;
- 3) “**Receiving Party**” means the Party, as well as individuals, legal entities or other forms of organizations, competent to receive Classified Information in accordance with the national law of that Party;

- 4) **“National Security Authority”** means the national authority referred to in Article 4 responsible for the implementation and supervision of this Agreement;
- 5) **“Contractor”** means an individual, a legal entity or other form of organization possessing the legal capacity to conclude Classified Contracts;
- 6) **“Classified Contract”** means an agreement between Contractors which contains or the execution of which requires access to Classified Information;
- 7) **“Security Breach”** means an action or an omission which is contrary to this Agreement or the national law of the Parties concerning Classified Information protection;
- 8) **“Third Party”** means any state, including individuals, legal entities or other forms of organizations under its jurisdiction or an international organization not being 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 Republic of Poland	Equivalent in English
VRLO TAJNO	ŚCIŚLE TAJNE	TOP SECRET
TAJNO	TAJNE	SECRET
POVJERLJIVO	POUFNE	CONFIDENTIAL
OGRANIČENO	ZASTRZEŻONE	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 Republic of Poland
 - the Head of the Internal Security Agency.
2. The Parties shall inform each other through diplomatic channels of changes of the National Security Authorities or amendments to their competences.

Article 5 Rules of Classified Information Protection

1. In accordance with their national law, the Parties shall take all appropriate measures for the protection of Classified Information which is exchanged or generated under this Agreement, including this generated in connection with the performance of Classified Contracts.
2. Classified Information is granted a security classification level in accordance with its content, pursuant to the national law of the Originating Party. The Receiving Party shall guarantee at least an equivalent level of protection of the received Classified Information pursuant to the provisions of Article 3.

3. The security classification level may be changed or removed only by the Originating Party. The Originating Party shall inform the Receiving Party in writing about any change of the security classification level of the released Classified Information.
4. Classified Information shall only be made accessible to persons who are authorized in accordance with the national law to have access to Classified Information of the equivalent security classification level and who have a need-to-know.
5. Within the scope of this Agreement, each Party shall recognize the personnel and facility security clearances issued by the other Party.
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 their revocation.
7. The Parties shall assist each other upon request and in accordance with the national law in carrying out vetting procedures necessary for the application of this Agreement.
8. The Receiving Party shall:
 - 1) submit Classified Information to a Third Party only upon prior written consent of the Originating Party;
 - 2) mark the received Classified Information in accordance with the security classification level equivalence set forth in Article 3;
 - 3) use Classified Information only for the purposes that it has been provided for.

Article 6 Transmission of Classified Information

1. Classified Information shall be transmitted via diplomatic channels.
2. Information classified as OGRANIČENO / ZASTRZEŽONE / RESTRICTED may be transmitted also through authorized carriers in accordance with the national law of the Originating Party.
3. In urgent cases, unless it is possible to use other forms of transmission, if the security requirements defined by the national law of the Originating Party are met, the personal carriage of information classified as OGRANIČENO / ZASTRZEŽONE / RESTRICTED and POVJERLJIVO / POUFNE / CONFIDENTIAL by authorized individuals is admissible.
4. The National Security Authorities may agree on other forms of transmitting Classified Information which ensure its protection against unauthorized disclosure.
5. The Receiving Party shall confirm in writing the receipt of Classified Information.
6. The authorities competent to exchange Classified Information on the basis of other international agreements concluded between the Parties may exchange Classified Information directly.

Article 7 Reproduction and Translation of Classified Information

1. Reproduction or translation of Classified Information shall be conducted pursuant to the national law of each of the Parties. All copies and translations of Classified Information shall be marked with the original security classification marking. Such reproduced or translated information shall be placed under the same protection as the original information. The number of copies and translations shall be restricted to that required for official purposes.

2. Information classified as VRLO TAJNO / ŠCIŚLE TAJNE / TOP SECRET shall be translated or reproduced only in exceptional cases upon prior written consent of the Originating Party.
3. The translated Classified Information shall be marked with the original security classification marking and shall bear an appropriate note in the language into which it is translated 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 law of the Receiving Party.
2. Information classified as VRLO TAJNO / ŠCIŚLE TAJNE / 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, prohibit the destruction of Classified Information. If destruction of Classified Information is prohibited, it shall be returned to the Originating Party.
4. In exceptional circumstances 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 in the part connected with access to Classified Information shall be concluded and implemented in accordance with the national law of each Party.
2. Before concluding a Classified Contract connected with access to information classified as POVJERLJIVO / POUFNE / CONFIDENTIAL or above, a potential Contractor shall apply to its National Security Authority to request that the National Security Authority of the other Party issue a certificate that the potential Contractor of the other Party is a holder of a valid facility security clearance relevant to the security classification level of the Classified Information the Contractor is to have access to.
3. Issuing the certificate referred to in paragraph 2 of this Article shall be tantamount to a guarantee that necessary actions have been conducted in order to declare that the Contractor receiving Classified Information meets the criteria in the scope of its protection defined in the national law of the Party in the territory of which the Contractor is located.
4. Classified Information shall not be released to the Contractor until the receipt of the certificate referred to in paragraph 2 of this Article.
5. The Contractor receiving Classified Information shall obtain from the Contractor of the other Party a security instruction necessary to perform a Classified Contract. The security instruction shall be an integral part of every Classified Contract and shall contain provisions on the security requirements, in particular:
 - 1) the list of types of Classified Information related to a given Classified Contract, including their security classification levels;

- 2) the rules for granting security classification levels to information generated during the performance of a given Classified Contract.
6. The Contractor shall put forward a copy of the security instruction to its National Security Authority.
7. Every subcontractor shall comply with the same conditions for the protection of Classified Information as those laid down for the Contractor.

Article 10 Visits

1. Persons arriving on a visit in the territory of the other Party shall be allowed access to Classified Information only after receiving prior written consent issued by the National Security Authority of the other Party.
2. The National Security Authority of the visiting Party shall apply with a request for a visit to the National Security Authority of the hosting Party at least 30 days prior to the planned visit referred to in paragraph 1 of this Article, and in urgent cases in shorter time.
3. The request referred to in paragraph 2 of this Article shall include:
 - 1) purpose, date and program of the visit;
 - 2) name and surname of the visitor, their date and place of birth, citizenship and passport or other identification document's number;
 - 3) position of the visitor together with the name of the entity which he or she represents;
 - 4) level and the validity date of personnel security clearance held by the visitor;
 - 5) name and address of the entity to be visited;
 - 6) name, surname and position of the person to be visited;
 - 7) other data, if agreed upon by the National Security Authorities;as well as the date, signature and official seal of the National Security Authority of the visiting Party.
4. The National Security Authorities may agree to establish lists of persons authorized to make recurring visits connected with implementation of a specific project, program or Classified Contract. The lists shall contain the data specified in paragraph 3 of this Article and shall be valid for a period of 12 months. Once such lists have been approved by the National Security Authorities, the dates of the visits shall be arranged directly between authorized visiting and hosting entities, in accordance with the conditions agreed upon.
5. Visits involving access to information classified as OGRANIČENO / ZASTRZEŽONE / RESTRICTED are arranged directly between authorized visiting and hosting entities.
6. The Parties shall ensure, pursuant to their national law, the protection of the personal data of the persons arriving on a visit involving access to Classified Information.

Article 11 Security Breach

1. Information on every Security Breach or a suspicion of a Security Breach concerning Classified Information of the Originating Party or Classified Information originated as a result of cooperation of the Parties shall be immediately reported to the National Security Authority of the Party in the territory of which it has occurred.
2. In case of any Security Breach or a suspicion of a Security Breach, appropriate proceedings shall be initiated pursuant to the national law of the Party in the territory of which it has occurred.
3. In case of a Security Breach, the National Security Authority of the Party in the territory of which it has occurred shall inform the National Security Authority of the other Party in writing about the fact, circumstances of the breach and the outcome of the actions referred to in paragraph 2 of this Article.
4. The National Security Authorities shall cooperate in the actions referred to in paragraph 2 of this Article, upon the request of one of them.
5. When the Security Breach has occurred in the territory of a Third Party, the National Security Authority of the Originating Party shall take, in cooperation with the Third Party, the actions in order to determine the circumstances of the breach.

Article 12 Implementation

1. The National Security Authorities shall notify each other of any amendments to their national law on the protection of Classified Information concerning implementation of this Agreement.
2. The National Security Authorities shall consult each other, upon the request of one of them, in order to ensure close cooperation in the implementation of the provisions of this Agreement.
3. In order to ensure effective cooperation resulting from the provisions of this Agreement, and in the scope of authority acknowledged by the national law of their Parties, the National Security Authorities may, if necessary, conclude written detailed technical or organizational arrangements.
4. In the scope of the implementation of the provisions of this Agreement, the Parties shall use English or their official languages, in case of which the translation into the official language of the other Party or English shall be attached.
5. Each Party shall bear its own expenses incurred in the implementation of this Agreement and its supervision.

Article 13 Settlement of Disputes

1. Any dispute regarding the interpretation or application of this Agreement shall be settled directly between the National Security Authorities and shall not be referred to any international tribunal or Third Party for settlement.
2. If settlement of a dispute cannot be reached in the manner referred to in paragraph 1 of this Article, such a dispute shall be settled through diplomatic channels.

Article 14
Final Provisions

1. This Agreement shall enter into force on the thirtieth day following the date of 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 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, returned to the Originating Party.
5. Upon the date of entry into force of this Agreement, the Agreement between the Government of the Republic of Croatia and the Government of the Republic of Poland on the Mutual Protection of Classified Information, signed in Zagreb on 17 September 2003, shall terminate. Classified Information exchanged on the basis of the above Agreement shall be protected in accordance with the provisions of this Agreement.

Done at Warsaw on 6 October 2016 in two originals, each in the Croatian, Polish and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF
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