

AGREEMENT
BETWEEN
THE REPUBLIC OF CROATIA
AND
THE PORTUGUESE REPUBLIC
ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION

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

Realizing that the good cooperation 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
Purpose and Scope

This Agreement sets up the rules to ensure the protection of Classified Information that is commonly generated or exchanged 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 the need to have access to Classified Information in the scope of a given official position and for the performance of a specific task;
- (3) “**Breach of Security**” 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 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 Classified Contracts;
- (9) “**Classified Contract**” means an agreement between two or more Contractors, which contains or the execution of which requires access to Classified Information;
- (10) “**Personnel Security Clearance**” means the determination by the National Security Authority confirming, in accordance with national laws and regulations, that the individual is eligible to have access to Classified Information;
- (11) “**Facility Security Clearance**” means the determination by the National Security Authority confirming, in accordance with national laws and regulations, that the legal entity or individual has the physical and organizational capabilities to meet the conditions for access to and handling of Classified Information;
- (12) “**Third Party**” means any state, organization or legal entity 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 Portuguese Republic	Equivalent in English
VRLO TAJNO	MUITO SECRETO	TOP SECRET
TAJNO	SECRETO	SECRET
POVJERLJIVO	CONFIDENCIAL	CONFIDENTIAL
OGRANIČENO	RESERVADO	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 Portuguese Republic:
- National Security Authority.

2. The National Security Authorities shall provide each other with their official contact details.
3. The Parties shall inform each other through the diplomatic channels of the changes of the National Security Authorities, which shall not constitute an amendment to this Agreement.
4. 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.

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.
2. The same level of protection shall be ensured by the Parties for aforementioned Classified Information as it is provided for the national Classified Information of the equivalent security classification level, as defined in Article 3 of this Agreement.
3. 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.
4. Classified Information shall only be made accessible to persons who 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.
5. Within the scope of this Agreement, each Party shall recognize the Personnel Security Clearance and Facility Security Clearance issued by the other Party.
6. The National Security 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.
7. Within the scope of this Agreement, the National Security Authorities shall inform each other without delay about any alteration with regard to Personnel Security Clearance and Facility Security Clearance, in particular about the revocation or alteration of the security classification level.
8. 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.

9. The Receiving Party shall:

- a) Submit Classified Information to a Third Party only upon 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 only for the purposes that it has been provided for.

10. Representatives of the Competent Authorities may visit each other in order to analyze the efficiency of the measures adopted for the protection of Classified Information.

Article 6 Transmission of Classified Information

1. Classified Information shall be transmitted between the Parties, in accordance with the national laws and regulations of the Originating Party, normally through the diplomatic channels, or as otherwise arranged between the Competent Authorities.

2. Receiving Party shall confirm in writing the receipt of the Classified Information marked as POVJERLJIVO / CONFIDENCIAL / CONFIDENTIAL or above.

Article 7 Reproduction and Translation of Classified Information

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

2. All copies of Classified Information shall be marked with the original security classification marking and such reproduced information shall be placed under the same control as the original information, the number of copies being restricted to that required for official purposes.

3. The translation 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 a manner to eliminate the possibility of its partial or total reconstruction.

2. Information classified as VRLO TAJNO / MUITO SECRETO / TOP SECRET shall not be destroyed and shall be returned to the Originating Party after it is no longer considered necessary.

3. The Originating Party may, by additional marking or by a subsequent written notice, prohibit the destruction of Classified Information and 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 and 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. In case of Classified Contracts implemented in the territory of one of the Parties, the National Security Authority of the other Party shall deliver prior written assurance that the proposed contractor holds a Facility Security Clearance of an appropriate security classification level.

2. The contractor or subcontractor shall, according to the national laws and regulations, ensure that all persons with access to Classified Information are informed of their responsibility towards the protection of Classified Information.

3. Each National Security Authority may request the other to carry out a security inspection in a facility located in their State's territory in order to ensure continuing compliance with security standards according to the respective national laws and regulations.

4. Classified Contracts concluded between Contractors of the Parties under the provisions of this Agreement shall include an appropriate security section identifying, at least, the following aspects:

- a) List of Classified Information involved in the Classified Contract and their security classification;
- b) Procedure for the communication of alteration in the security classification of information;
- c) Communication channels and means for electromagnetic transmission;
- d) Procedure for the transportation of Classified Information;
- e) Obligation to notify any actual or suspected unauthorized disclosure, misappropriation or loss of Classified Information.

5. A copy of the security section of Classified Contracts shall be forwarded to the Competent Authority of the Party where the Classified Contracts are to be performed to allow adequate security supervision and control.

Article 10 **Visits**

1. Visits entailing access to Classified Information are subject to prior written consent given by the National Security Authorities according to the respective national laws and regulations, with exception of visits entailing access to Classified Information marked as OGRANIČENO

/ RESERVADO / RESTRICTED, which may be arranged directly between security officers of the respective entities.

2. The request for visit shall be submitted through the National Security Authority of the host Party at least twenty (20) days before the visit and shall include:

a) Visitor's first and last name, place and date of birth, citizenship, passport or identification card number;

b) Name of the entity the visitor represents;

c) Name and address of the entity to be visited including the name and phone number of the point of contact;

d) Confirmation of the visitor's Personnel Security Clearance and its validity;

e) Purpose of the visit including the highest level of the Classified Information to be involved;

f) Expected date and duration of the visit and, in case of recurring visits, the total period covered by the visits shall be stated;

g) Date, signature and stamping of the official seal of the National Security Authority.

3. In urgent cases, the request for visit shall be submitted at least seven (7) days in advance.

4. The National Security Authority of the Party that receives the request for visit shall inform, in due time, the National Security Authority of the requesting Party about the decision.

5. Visit of individuals from a Third Party entailing access to Classified Information of the Originating Party shall only be authorized by a written consent of the National Security Authority of the Originating Party.

6. The National Security Authority of the host Party shall provide a copy of the approved request for visit to the security officers of the entity to be visited.

7. The validity of the visit authorization shall not exceed twelve (12) months.

8. The National Security Authorities may agree to establish a list of authorized persons to make recurring visits, which is valid for an initial period of twelve (12) months and, upon agreement, may be extended for a further period of time not exceeding another twelve (12) months.

9. Once the National Security Authorities have approved the list for recurring visits, the terms of the specific visits shall be directly arranged with the security officers of the entities to be visited.

10. Any Classified Information acquired by a visitor shall be considered as Classified Information released under this Agreement.

Article 11 Breach of Security

1. In case of actual or suspected Breach of Security, the National Security Authority of the Party where it has occurred shall, without delay, inform in writing the National Security Authority of the Originating Party and initiate appropriate proceedings in accordance with

national laws and regulations, in order to determine the circumstances of the Breach of Security, the extent of the damage and the measures adopted for its mitigation.

2. The conclusions of the aforementioned proceedings shall be forwarded to the National Security Authority of the Originating Party.

3. When the Breach of Security has occurred in a third state, the National Security Authority of the Originating Party shall take the actions referred to in paragraphs 1 and 2 of this Article without delay.

4. The other Party shall, if required, cooperate in the proceedings referred to in paragraph 1 of this Article.

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 negotiations between the Parties, through the diplomatic channels.

Article 14 Amendments

1. The Parties may amend this Agreement on the basis of mutual written consent.

2. The amendments shall enter into force according to the terms specified in Article 16 of this Agreement.

Article 15 Duration and Termination

1. This Agreement shall remain in force for an unlimited period of time.

2. Either Party may, at any time, terminate this Agreement, by means of a notification in writing to the other Party through the diplomatic channels.

3. The Agreement shall terminate six (6) months following the date of the receipt of the aforementioned notification.

4. Notwithstanding termination, all Classified Information released under this Agreement shall continue to be protected according to the provisions set forth herein, until the Originating Party dispenses the Receiving Party from this obligation.

Article 16
Entry into Force

This Agreement shall enter into force thirty (30) days following the date of the receipt of the last written notification, through the diplomatic channels, conveying the completion of the internal procedures of each Party required for that purpose.

Article 17
Registration

After the entry into force of this Agreement, the Party in whose territory this Agreement was signed shall transmit it for registration to the Secretariat of the United Nations, according to Article 102 of the Charter of the United Nations, and shall notify the other Party of the conclusion of this proceeding, indicating the respective number of registration.

Done at Zagreb on 30 June 2020 in two originals, each in the Croatian, Portuguese and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE REPUBLIC OF CROATIA

FOR THE PORTUGUESE REPUBLIC

Maja Čavlović
Director of the Office of the National
Security Council

Jorge Silva Lopes
Ambassador of Portugal