

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF CROATIA**  
**AND**  
**THE GOVERNMENT OF THE KINGDOM OF SWEDEN**  
**ON THE EXCHANGE AND MUTUAL PROTECTION**  
**OF CLASSIFIED INFORMATION**

The Government of the Republic of Croatia and the Government of the Kingdom of Sweden (hereinafter: the Parties),

In the interest of national security and for the purpose of ensuring the protection of Classified Information exchanged between them,

Have agreed as follows:

## ARTICLE 1 DEFINITIONS

In this Agreement, the following definitions shall be used:

- (1) **Classified Information:** Information, regardless of its form, which under the laws of either Party requires protection against loss, unauthorised disclosure or other compromise, and has been designated as such, and is exchanged between, or generated by, the Parties.
- (2) **Originating Party:** The Party, including any public or private entities under its jurisdiction, which releases Classified Information to the other Party.
- (3) **Recipient Party:** The Party, including any public or private entities under its jurisdiction, which receives Classified Information from the other Party.
- (4) **Classified Contract:** A contract that contains or involves Classified Information.
- (5) **Need-to-know principle:** A principle by which access to Classified Information may be granted to an individual in order to be able to perform official duties and tasks.
- (6) **Compromise:** Any form of misuse, damage or unauthorized access, alteration, disclosure or destruction of Classified Information, as well as any other action or inaction, resulting in loss of its confidentiality, integrity or availability.
- (7) **Defence Authorities:** Authorities in the Kingdom of Sweden for which the Swedish Armed Forces' Protective security regulations apply.
- (8) **Other Authorities:** Authorities in the Kingdom of Sweden for which the National Police Board's Protective security regulations apply.

ARTICLE 2  
SECURITY CLASSIFICATIONS

(1) The equivalence of national security classification markings shall be as follows:

<u>In the Republic of Croatia</u>	<u>In the Kingdom of Sweden</u>	
	Defence Authorities	Other Authorities
VRLO TAJNO	HEMLIG/TOP SECRET	HEMLIG AV SYNNERLIG BETYDELSE FÖR RIKETS SÄKERHET
TAJNO	HEMLIG/SECRET	HEMLIG
POVJERLJIVO	HEMLIG/CONFIDENTIAL	—
OGRANIČENO	HEMLIG/RESTRICTED	—

- (2) Information from the Kingdom of Sweden bearing the sole marking of HEMLIG shall be treated as TAJNO in the Republic of Croatia unless otherwise requested by the Originating Party.
- (3) Information from the Republic of Croatia bearing the marking POVJERLJIVO or OGRANIČENO shall be treated as HEMLIG by Other Authorities in the Kingdom of Sweden unless otherwise requested by the Originating Party.
- (4) The Originating Party shall without delay notify the Recipient Party of any changes to the security classification of released Classified Information.
- (5) The Originating Party shall:
- a) Ensure that Classified Information is marked with an appropriate security classification marking in accordance with its national laws and regulations;
  - b) Inform the Recipient Party of any conditions of release or limitations on the use of Classified Information.
- (6) The Recipient Party shall ensure that Classified Information is marked with an equivalent national classification marking in accordance with Paragraph 1 of this Article.
- (7) The Parties shall notify each other of any changes to national security classification markings.

ARTICLE 3  
PROTECTION OF CLASSIFIED INFORMATION

- (1) The Parties shall take all appropriate measures in accordance with their respective national laws and regulations to ensure that the level of protection afforded to Classified Information received shall be in accordance with their equivalent security classification level as stated in Article 2 of this Agreement.
- (2) Nothing in this Agreement shall cause prejudice to the national laws and regulations of the Parties regarding public access to documents or access to information of public character, the protection of personal data or the protection of Classified Information.
- (3) Each Party shall ensure that appropriate measures are implemented for the protection of Classified Information processed, stored or transmitted in communication and information systems. Such measures shall ensure the confidentiality, integrity, availability and, where applicable, non-repudiation and authenticity of Classified Information, as well as an appropriate level of accountability and traceability of actions in relation to that information.

ARTICLE 4  
DISCLOSURE AND USE OF CLASSIFIED INFORMATION

- (1) Each Party shall ensure that Classified Information provided or exchanged under this Agreement is not:
  - a) declassified or downgraded without the prior written consent of the Originating Party;
  - b) used for purposes other than those established by the Originating Party;
  - c) disclosed to any third state or international organisation without the prior written consent of the Originating Party, and an appropriate agreement or arrangement for the protection of Classified Information with the third state or international organisation concerned.
- (2) The principle of originator consent shall be respected by each Party in accordance with its constitutional requirements, national laws and regulations.

ARTICLE 5  
ACCESS TO CLASSIFIED INFORMATION

- (1) Each Party shall ensure that access to Classified Information is granted on the basis of the Need-to-know principle.
- (2) Each Party shall ensure that all individuals granted access to Classified Information are informed of their responsibilities to protect such information in accordance with the appropriate security regulations.
- (3) The Parties shall guarantee that access to Classified Information bearing the classification marking POVJERLJIVO / HEMLIJ/CONFIDENTIAL or above is granted only to individuals who hold an appropriate security clearance or who are otherwise duly authorised by virtue of their functions in accordance with national laws and regulations.

- (4) In accordance with its national laws and regulations, each Party shall ensure that any entity under its jurisdiction that may receive or generate Classified Information is appropriately security cleared and is capable of providing suitable protection, as provided for in Paragraph 1 of Article 3 of this Agreement, at the appropriate security level.

#### ARTICLE 6

##### TRANSLATION, REPRODUCTION AND DESTRUCTION OF CLASSIFIED INFORMATION

- (1) All translations and reproductions of Classified Information shall bear appropriate security classification markings and shall be protected as the original Classified Information.
- (2) All translations of Classified Information shall contain a suitable annotation in the language of translation, indicating that they contain Classified Information of the Originating Party.
- (3) Classified Information marked VRLO TAJNO / HEMLIG/TOP SECRET / HEMLIG AV SYNNERLIG BETYDELSE FÖR RIKETS SÄKERHET shall be translated or reproduced only upon the prior written permission of the Originating Party.
- (4) Classified Information marked VRLO TAJNO / HEMLIG/TOP SECRET / HEMLIG AV SYNNERLIG BETYDELSE FÖR RIKETS SÄKERHET shall not be destroyed. It shall be returned to the Originating Party after it is no longer considered necessary by the Recipient Party.
- (5) Information classified TAJNO / HEMLIG/SECRET or below shall be destroyed after it is no longer considered necessary by the Recipient Party, in accordance with national laws and regulations.

#### ARTICLE 7

##### TRANSFER OF CLASSIFIED INFORMATION

- (1) Classified Information shall be transferred between the Parties in accordance with national laws and regulations of the Originating Party, through diplomatic channels or as otherwise mutually approved by the competent security authorities of the Parties.
- (2) Information classified OGRANIČENO / HEMLIG/RESTRICTED may be transferred or transmitted by other means in accordance with national laws and regulations of the Originating Party.
- (3) The Parties may, for implementation of this Agreement, mutually agree on a separate communication security arrangement for the purpose of regulating secure transmission of Classified Information and secure communication between them.

## ARTICLE 8 VISITS

- (1) Visits to facilities where Classified Information is handled or stored shall be subject to prior approval by the competent security authority of the host Party, unless otherwise mutually approved.
- (2) A request for a visit shall be submitted to the host Party and shall include the following data that shall be used for the purpose of the visit only:
  - a) the visitor's name, date and place of birth, citizenship and identification card/passport number;
  - b) the visitor's position, with specification of the employer that the visitor represents;
  - c) specification of the project in which the visitor is participating;
  - d) the validity and level of the visitor's Personnel Security Clearance, if required;
  - e) the name, address, phone/fax number, e-mail and point of contact of the facility to be visited;
  - f) the purpose of the visit, including the highest security classification level of Classified Information involved;
  - g) the date and duration of the visit. For recurring visits, the total period covered by the visits shall be stated;
  - h) other data, if agreed upon by the competent security authorities;
  - i) date and signature.
- (3) A request for a visit shall be submitted at least twenty (20) days prior to the visit unless otherwise mutually approved by the competent security authorities.
- (4) Any Classified Information released to a visitor shall be considered as Classified Information under this Agreement. A visitor shall comply with the security regulations of the host Party.
- (5) The competent security authorities may agree on a list of visitors entitled to recurring visits. The list shall be valid for an initial period not exceeding twelve (12) months and may be extended for a further period of time not exceeding twelve (12) months. A request for recurring visits shall be submitted in accordance with Paragraph 3 of this Article. Once the list has been approved, visits may be arranged directly between the facilities involved.

ARTICLE 9  
CLASSIFIED CONTRACTS

- (1) If the competent security authority of the Originating Party intends to permit negotiations for concluding a Classified Contract with a contractor under the jurisdiction of the Recipient Party, it shall, on request, in accordance with national laws and regulations, obtain all relevant security clearances from the competent security authority of the Recipient Party.
- (2) Each competent security authority may request that a security inspection is carried out at a facility of the other Party to ensure continuing compliance with security standards according to national laws and regulations of that Party.
- (3) A Classified Contract shall contain provisions on the security requirements and on the classification of each aspect or element of the Classified Contract. A copy of these provisions shall be submitted to the competent security authorities of the Parties to enable security supervision.

ARTICLE 10  
COMPETENT SECURITY AUTHORITIES AND SECURITY CO-OPERATION

- (1) For the purpose of this Agreement, the competent security authorities shall be:  
In the Republic of Croatia:  
Office of the National Security Council  
(National Security Authority/Designated Security Authority)  
  
In the Kingdom of Sweden:  
Swedish Armed Forces, Military Security Service  
(National Security Authority)  
  
Defence Materiel Administration  
(Designated Security Authority)
- (2) Each Party shall provide the other with the necessary contact data of their respective competent security authorities in writing.
- (3) The Parties shall inform each other, in writing, of any subsequent changes of their respective competent security authorities.
- (4) The Parties shall mutually recognise their respective personnel and facility security clearances, and promptly inform each other about any changes in mutually recognised security clearances.
- (5) To achieve and maintain comparable standards of security, the competent security authorities shall, on request, provide each other with information about their national security standards, procedures and practices for the protection of Classified Information. To this end, the competent security authorities may conduct mutual visits.
- (6) The competent security authorities shall inform each other of specific security risks that may endanger released Classified Information, as applicable.
- (7) Upon request, the Parties shall provide mutual assistance in carrying out security clearance procedures.

- (8) If either competent security authority suspends or takes action to revoke access to Classified Information that has been granted to a national of the other Party based upon a security clearance, the other Party shall be notified and given the reasons for such an action.

#### ARTICLE 11 LOSS OR COMPROMISE OF CLASSIFIED INFORMATION

- (1) The Parties shall take all appropriate measures, in accordance with their respective national laws and regulations, to investigate cases where it is known or where there are reasonable grounds for suspecting that Classified Information has been lost or compromised.
- (2) A Party that discovers a loss or Compromise shall, through the appropriate channels, immediately inform the Originating Party of the occurrence and subsequently inform the Originating Party of the final results of the investigation referred to in Paragraph 1 of this Article and of the corrective measures taken to prevent a recurrence. Upon request, the Originating Party may provide investigative assistance.

#### ARTICLE 12 EXPENSES

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

#### ARTICLE 13 SETTLEMENT OF DISPUTES

Any dispute between Parties relating to interpretation or application of this Agreement shall be settled through consultations and negotiations between the Parties only.

#### ARTICLE 14 FINAL PROVISIONS

- (1) This Agreement shall enter into force on the first day of the second month 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) As of the date of entry into force of this Agreement, the Agreement between the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia and the Government of the Kingdom of Sweden on the protection of classified information related to defence projects, done at Belgrade on 25 January 1984, shall terminate as between the Parties.
- (3) This Agreement may be amended at any time by mutual written consent of the Parties. Such amendments shall enter into force in accordance with Paragraph 1 of this Article.



- (4) This Agreement is concluded for an indefinite period of time. Each Party may, at any time, terminate this Agreement by written notification to the other Party, through diplomatic channels. In this case, the Agreement shall terminate after six (6) months from the date on which the termination notice has been received by the other Party.
- (5) Notwithstanding the termination of this Agreement, all Classified Information released under this Agreement shall continue to be protected in accordance with the provisions set out herein.
- (6) The Parties shall promptly notify each other of any changes to respective national laws and regulations that affect the protection of Classified Information released under this Agreement. In the event of such changes, the Parties shall consult to consider possible changes to this Agreement. In the meantime, the Classified Information shall continue to be protected as described herein, unless otherwise requested by the Originating Party in writing.

Done at Zagreb on 14 January 2014 in two originals, each in the Croatian, Swedish and English languages, all texts being equally authentic. In case of divergences of interpretation, the English text shall prevail.

**For the Government of the  
Republic of Croatia**

**For the Government of the  
Kingdom of Sweden**