

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF CROATIA  
AND  
THE COUNCIL OF MINISTERS OF THE REPUBLIC OF ALBANIA  
ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION**

The Government of the Republic of Croatia and the Council of Ministers of the Republic of Albania (hereinafter referred to as the “Parties”),

Having agreed to hold talks on political and security-related issues and to broaden and tighten their mutual co-operation,

Being aware of the changes in the political situation in the world and recognizing the important role of their mutual co-operation for the stabilization of peace, international security and mutual confidence,

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

Intending to ensure mutual protection of all Classified Information, which has been classified by one Party and transferred to the other Party,

Desiring to establish the rules on mutual protection of Classified Information, which shall extend to all agreements on co-operation to be concluded between the Parties and the contracts to be awarded between the organizations of the Parties, which provide for the exchange of Classified Information,

Have agreed as follows:

**Article 1  
Definitions**

For the purpose of this Agreement:

(1) “*Classified Information*” means:

– For the Republic of Croatia:

The information of whatever form, nature or method of transmission either manufactured or in the process of manufacture, classified by the competent authority within the stipulated procedure and for which the security classification level has been determined, and information that were thus classified and delivered to the Republic of Croatia by another country, international organization or institution that the Republic of Croatia cooperates with.

– For the Republic of Albania:

“State Secret”, according to the law, means classified information, unauthorized exposure of which may harm national security. National security means the defence of the independence, territorial integrity, constitutional law and the foreign relations of the Republic of Albania.

- (2) “*Classified material*” means any item of machinery or weapons or equipment, or device, either manufactured or in the process of manufacture, storing, processing or transmitting Classified Information.
- (3) “*Classified document*” means any recorded information regardless of its physical form or characteristics, including, without limitations, written or printed matter, data processing cards and tapes, maps, charts, photographs, paintings, drawings, engravings, sketches, working notes and papers, carbon copies and ink ribbons, or reproductions by any means or process, and sound, voice, magnetic or electronic or optical or video recordings in any form, and portable automated data processing equipment with resident computer storage media, and removable computer storage media.
- (4) “*Security classification level*” means the category, in accordance with national laws and regulations, which characterizes the importance of Classified Information, level of restriction of access to it and level of its protection by the Parties and also the category on the basis of which information is marked.
- (5) “*Classification marking*” means a mark on any Classified Information, which shows the security classification level.
- (6) “*Receiving Party*” means the Party, as represented by the Competent Security Authority, to which Classified Information or material is transmitted.
- (7) “*Originating Party*” means the Party, as represented by the Competent Security Authority, which originates or transmits Classified Information or material.
- (8) “*Third Party*” means an international organization or a third state that is not a party to this Agreement.
- (9) “*Competent Security Authority*” means the main authority, which in accordance with national laws and regulations, is responsible for the protection of Classified Information and for the implementation of this Agreement.
- (10) “*Need-to-know*” principle means the necessity to have access to Classified Information in connection with official duties or for the performance of a concrete official task.
- (11) “*Contractor*” means an individual or a legal entity possessing the legal capability to conclude contracts.
- (12) “*Classified Contract*” means an agreement between two or more Contractors creating and defining enforceable rights and obligations between them, which contains or involves Classified Information.
- (13) “*Visitors*” means official representatives of one Party who require to visit establishments and premises of the other Party engaged in activities involving Classified Information or material.
- (14) “*Personnel Security Clearance*” means the document granted by the Competent Security Authority to a national of a Party for access to Classified Information, in accordance with the respective national laws and regulations.

- (15) “*Facility Security Clearance*” means the document granted by the Competent Security Authority proving that a company/establishment is security cleared for access to Classified Information, in accordance with the respective national laws and regulations.
- (16) “*Declassification of Classified Information*” means the removal of the security classification level in accordance with national laws and regulations.
- (17) “*Unauthorized access to Classified Information*” means any form of disclosure of Classified Information, misuse, damage, submission, destruction or action, resulting in breach of protection or loss of such information, as well as any other action or inaction that has resulted in making the information known to an unauthorized person.
- (18) “*Breach of security*” means an act or an omission contrary to the national laws and regulations, which results or may result in unauthorized access to Classified Information.

## **Article 2**

### **Security classification levels**

The Parties agree that the following security classification levels are equivalent and correspond to the security classification levels specified in the national laws and regulations of the respective Party:

the Republic of Croatia	Equivalence in English	the Republic of Albania
VRLO TAJNO TAJNO POVJERLJIVO OGRANIČENO	TOP SECRET SECRET CONFIDENTIAL RESTRICTED	TEPER SEKRET SEKRET KONFIDENCIAL I KUFIZUAR

## **Article 3**

### **Competent Security Authorities**

1. The Competent Security Authorities of the Parties are the following:
  - For the Republic of Croatia:  
Office of the National Security Council (National Security Authority);
  - For the Republic of Albania:  
Classified Information Security Directorate (National Security Authority).
2. The Competent Security Authorities shall inform each other of the national laws and regulations in force regulating the protection of Classified Information.
3. In order to ensure close co-operation in the implementation of the present Agreement, the Competent Security Authorities may hold consultations at the request made by one of them.
4. In order to achieve and maintain comparable standards of security, the respective Competent Security Authorities shall, on request, provide each other with information about the security standards, procedures and practices for the protection of Classified Information by the respective Party.

**Article 4**  
**National Measures and Access to Classified Information**

1. In accordance with their national laws and regulations, the Parties shall implement all appropriate measures for the protection of Classified Information, which is commonly generated or exchanged under this Agreement. The same level of protection shall be ensured for such Classified Information as it is provided for the national Classified Information, with the corresponding security classification level.
2. The Parties shall in due time inform each other in writing about any changes in the national laws and regulations affecting the protection of Classified Information. In such cases, the Parties shall inform each other in compliance with Article 3, paragraphs 3 and 4 of this Agreement in order to discuss possible amendments to this Agreement. Meanwhile, Classified Information shall be protected according to the provisions of this Agreement, unless otherwise agreed in writing.
3. Access to Classified Information shall be limited to those persons who have Need-to-know, after they have been security cleared by the Competent Security Authority, in accordance with national laws and regulations, corresponding to the required security classification level of the information to be accessed.
4. The Receiving Party shall:
  - a) submit Classified Information to Third Party only upon prior written consent of the Originating Party;
  - b) afford Classified Information the security classification level equivalent to the one stipulated in Article 2 of this Agreement and consequently provide protection, equivalent to that provided by the Originating Party;
  - c) use Classified Information only for the purposes that it has been provided for;
  - d) respect the intellectual property rights and trade secrets that are involved in Classified Information.
5. If any other agreement concluded between the Parties contains stricter regulations regarding the exchange or protection of Classified Information, these regulations shall apply.

**Article 5**  
**Transmission of Classified Information**

1. Classified Information shall be transmitted through diplomatic channels or by military and other courier services approved by the Competent Security Authority. The Receiving Party shall confirm the receipt of Classified Information in writing.
2. If a large consignment, containing Classified Information, is to be transmitted, the respective Competent Security Authorities shall mutually agree and approve in writing the means of transportation, the route and security measures for each such case.
3. Other approved means of transmission or exchange of Classified Information may be used if agreed upon by the Competent Security Authorities.

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

#### **Article 6** **Marking of Classified Information**

1. The Receiving Party shall mark the received Classified Information with the corresponding classification marking pursuant to Article 2 of this Agreement.
2. The marking requirements shall also apply to Classified Information generated in connection with a Classified Contract.

#### **Article 7** **Reproduction and Translation of Classified Information**

1. Classified Information marked with a security classification level VRLO TAJNO / TOP SECRET / TEPER SEKRET shall be allowed for translation and copying only on the written permission of the Originating Party.
2. All reproduced copies of Classified Information shall be marked with the original 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. All translations of Classified Information shall be made by security cleared individuals. The translation shall be marked with the original 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 insofar as to prevent its reconstruction in whole or in part.
2. Classified Information of VRLO TAJNO / TOP SECRET/ TEPER SEKRET security classification level 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 reproduction, alteration or destruction of Classified Information. If destruction of Classified Information is prohibited, it shall be returned to the Originating Party.
4. In case of a crisis situation, Classified Information, impossible to be protected or returned to the Originating Party, shall be destroyed immediately. The Receiving Party shall notify the Originating Party in writing about the destruction of Classified Information.

#### **Article 9** **Visits**

1. Security experts of the Competent Security Authorities may hold regular consultations to discuss the procedures for the protection of Classified Information.

2. The Competent Security Authority of the host Party shall issue prior authorization for visit to all visitors who have the appropriate Personnel Security Clearance, in case they need access to Classified Information or to premises where Classified Information is originated, handled or stored.
3. Visiting procedures shall be agreed between the Competent Security Authorities of the Parties.
4. The request for visit shall contain the following information:
  - a) name and last name of the visitor, date and place of birth, passport number or another identification card number;
  - b) nationality of the visitor;
  - c) position title of the visitor and name of the organisation represented;
  - d) Personnel Security Clearance of the visitor of appropriate classification level;
  - e) purpose, proposed working program and planned date of the visit;
  - f) names of organisations and facilities requested to be visited;
  - g) other data if agreed upon by the Competent Security Authorities.
5. The Competent Security Authorities of the Parties shall approve the list of visitors who may repeat visits within twelve months for the purpose of carrying out the Classified Contract. The terms of specific visits shall be directly arranged with appropriate authorities of the Contractors.
6. Each Party shall guarantee personal data protection of visitors, according to the respective national laws and regulations.

#### **Article 10** **Classified Contracts**

1. Classified Contracts shall be concluded and implemented in accordance with national laws and regulations of each Party. Upon request the Competent Security Authority of each Party shall furnish confirmation that a proposed Contractor has been issued an appropriate national Facility Security Clearance, corresponding to the required security classification level. If the proposed Contractor does not hold the appropriate Facility Security Clearance, the Competent Security Authority of each Party may request for that Contractor to be security cleared.
2. A security annex shall be an integral part of each Classified Contract or sub-contract by which the Contractor of the Originating Party shall specify which Classified Information is to be released to or generated by the Receiving Party, and which corresponding security classification level has been assigned to this information.
3. The Contractor's obligations to protect the Classified Information related to Classified Contract shall refer, at least, to the following:
  - a) disclosure of Classified Information exclusively to persons who have been previously issued the appropriate Personnel Security Clearance, who have Need-to-know and who are engaged in the carrying out of the Classified Contract;
  - b) transmission of Classified Information by the means in accordance with the provisions of this Agreement;

- c) the procedures and mechanisms for communicating the changes that may arise in respect of Classified Information;
  - d) an obligation to notify in due time the Contractor's Competent Security Authority of any actual, attempted or suspected unauthorised access to Classified Information of the contract;
  - e) usage of Classified Information under the Classified Contract only for the purposes related to the subject of the contract;
  - f) strict adherence to the provisions of this Agreement related to the procedures for handling of Classified Information;
  - g) release of information under the Classified Contract to any Third Party only with the prior written consent of the Originating Party.
4. The measures required for the protection of Classified Information as well as the procedure for assessment of and indemnification for possible losses caused to the Contractors by unauthorised access to Classified Information shall be specified in more detail in the respective Classified Contract.
  5. Classified Contract of security classification level OGRANIČENO/ RESTRICTED/ I KUFIZUAR shall contain an appropriate security clause identifying the minimum measures for the protection of Classified Information. Facility Security Clearance for such contracts is not required.

#### **Article 11 Breaches of Security**

1. In case of a breach of security, the Competent Security Authority in whose state the breach of security occurred shall inform the Competent Security Authority of the other Party in due time and shall ensure the appropriate investigation. The other Party shall, if required, cooperate in the investigation.
2. In case a breach of security occurs in a Third Party, the Competent Security Authority of the Originating Party shall take the actions under paragraph 1 of this Article, where possible.
3. The other Party shall be informed of the results of the investigation and shall receive the final statement as to the reasons of the event and the extent of the damage.

#### **Article 12 Expenses**

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

#### **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 without recourse to outside jurisdiction.

**Article 14**  
**Final Provisions**

1. This Agreement shall enter into force on the date of receipt of the latest 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 transmitted pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein.
5. Other technical aspects of cooperation may be arranged by mutual consent of the Parties.

Done at \_\_\_\_\_ on \_\_\_\_\_ in two original copies, each in the Croatian, Albanian 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 COUNCIL OF MINISTERS  
OF THE REPUBLIC OF ALBANIA**