

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

The Government of the Republic of Croatia
and
the Government of the Republic of Slovenia
hereinafter referred to as the "Parties",

wishing to ensure the protection of Classified Information exchanged between the Parties or between public and private entities under their jurisdiction, in respect of their national interests and security,

have agreed on the following:

ARTICLE 1

OBJECTIVE

In accordance with their national laws and regulations, in respect of national interests and security, both Parties shall take all appropriate measures to ensure the protection of Classified Information transmitted or generated according to this Agreement.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, these terms mean the following:

Classified Information: Any information, document or material, regardless of its form, transmitted or generated between the Parties, which requires protection against unauthorised access and is designated as such and marked appropriately, in accordance with the national laws and regulations of either Party.

Originating Party: The Party, including any public or private entities under its jurisdiction, which releases Classified Information to the Recipient Party.

Recipient Party: The Party, including any public or private entities under its jurisdiction, which receives Classified Information from the Originating Party.

Need-to-Know: A principle by which access to Classified Information may be granted to an individual only in connection with his/her official duties or tasks.

Personnel Security Clearance: A determination following a procedure in accordance with national laws and regulations, on the basis of which an individual is authorised to have access to and to handle Classified Information up to the level defined in the clearance.

Facility Security Clearance: A determination following a procedure certifying that a contractor which is a legal entity fulfils the conditions for handling Classified Information, in accordance with the national laws and regulations of one of the Parties.

Contractor: A legal entity possessing the legal capacity to conclude contracts.

Classified Contract: A contract or a subcontract, including pre-contractual negotiations, which contains Classified Information or involves access to it.

Third Party: A state, including any public or private entities under its jurisdiction, or an international organisation that is not a Party to this Agreement.

ARTICLE 3

COMPETENT SECURITY AUTHORITIES

(1) The National Security Authorities designated by the Parties as responsible for the general implementation and the relevant controls of all aspects of this Agreement are:

In the Republic of Croatia:

Ured Vijeća za nacionalnu sigurnost (The Office of the National Security Council);

In the Republic of Slovenia:

Urad Vlade Republike Slovenije za varovanje tajnih podatkov (Government Office for the Protection of Classified Information).

(2) The National Security Authorities shall notify each other of any other Competent Security Authorities that are responsible for the implementation of this Agreement.

(3) The Parties shall inform each other of any subsequent changes of the National Security Authorities through diplomatic channels.

ARTICLE 4

SECURITY CLASSIFICATIONS

(1) Classified Information released under this Agreement shall be marked with the appropriate security classification level, in accordance with the national laws and regulations of the Parties.

(2) The following national security classification markings are equivalent:

Republic of Croatia	Republic of Slovenia	English translation
VRLO TAJNO	STROGO TAJNO	TOP SECRET
TAJNO	TAJNO	SECRET
POVJERLJIVO	ZAUPNO	CONFIDENTIAL
OGRANIČENO	INTERNO	RESTRICTED

ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION

- (1) Access to information classified as RESTRICTED shall be limited to persons on a Need-to-Know basis who have been briefed accordingly.
- (2) Access to information classified as CONFIDENTIAL and above shall be limited to persons on a Need-to-Know basis who, in accordance with national laws and regulations, have been security cleared, authorised to have access to such information and have been briefed accordingly.
- (3) The Parties shall mutually recognise their Personnel and Facility Security Clearances or appropriate statements regarding Classified Information marked RESTRICTED. Paragraph 2 of Article 4 shall apply accordingly.

ARTICLE 6
PROTECTION OF CLASSIFIED INFORMATION

- (1) The Parties shall afford the Classified Information referred to in this Agreement the same protection as to their own Classified Information of the corresponding security classification level.
- (2) The Competent Security Authority of the Originating Party shall:
 - a) ensure that the Classified Information is marked with an appropriate security classification marking, in accordance with its national laws and regulations; and
 - b) inform the Recipient Party of any conditions of release or limitations on the use of Classified Information and of any subsequent changes in the security classification.
- (3) The Competent Security Authority of the Recipient Party shall:
 - a) ensure that the Classified Information is marked with an equivalent security classification marking in accordance with paragraph 2 of Article 4; and
 - b) ensure that the security classification level is not changed unless authorised in writing by the Originating Party.

ARTICLE 7
RESTRICTION OF USE OF CLASSIFIED INFORMATION

- (1) The Recipient Party shall use Classified Information only for the purpose for which it has been released and within the limitations stated by the Originating Party.

- (2) The Recipient Party shall not release Classified Information to a Third Party without the written consent of the Originating Party.

ARTICLE 8

TRANSMISSION OF CLASSIFIED INFORMATION

- (1) Classified Information shall be transmitted between the Parties through diplomatic channels or through other secure channels which are mutually approved by their National Security Authorities, in accordance with national laws and regulations.
- (2) Information classified as RESTRICTED may also be transmitted by post or an alternative delivery service, in accordance with national laws and regulations.

ARTICLE 9

REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

- (1) All reproductions and translations shall bear appropriate security classification markings and they shall be protected in the same manner as the original Classified Information. The translations and the number of reproductions shall be limited to the minimum required for official purposes.
- (2) All translations shall be marked with the original security classification markings and shall contain a suitable annotation, in the language of translation, indicating that they contain Classified Information of the Originating Party.
- (3) Classified Information marked TOP SECRET, both in original and translated forms, shall be reproduced only upon the written permission of the Originating Party.
- (4) Classified Information marked TOP SECRET shall not be destroyed. It shall be returned to the Originating Party after it is no longer considered necessary by the Parties.
- (5) Information classified as SECRET or below shall be destroyed by the Recipient Party after it is no longer considered necessary by the Recipient Party, in accordance with its national laws and regulations.
- (6) In a crisis situation, in which it is impossible to protect or return Classified Information transmitted or generated under this Agreement, the Classified Information shall be destroyed immediately. The Recipient Party shall inform the National Security Authority of the Originating Party of this destruction as soon as possible.

ARTICLE 10

CLASSIFIED CONTRACTS

- (1) Before providing contractors, sub-contractors or prospective contractors Classified Information related to a Classified Contract, the National Security Authority of the Recipient Party shall:
 - a) confirm that the contractors, sub-contractors or prospective contractors have the capability to handle Classified Information adequately, in accordance with national laws and regulations;
 - b) undertake a procedure in order to issue appropriate security clearances or appropriate statements, in accordance with national laws and regulations.
- (2) Each National Security Authority may request that a security inspection is carried out at a facility to ensure the continued compliance with security standards, in accordance with national laws and regulations.
- (3) A Classified Contract shall contain provisions on the security requirements and the classification of each aspect or element of the Classified Contract. A copy of such document shall be submitted to the National Security Authorities of the Parties.

ARTICLE 11

VISITS

- (1) Visits which require access to Classified Information shall be subject to the granting of prior permission from the National Security Authority of the host Party.
- (2) A request for visit shall be submitted to the relevant National Security Authority at least 20 days prior to the commencement of the visit. The request for visit shall include the following data, which is to be used solely for the purpose of the visit:
 - a) the visitor's name, date and place of birth, citizenship and identification card/passport number;
 - b) the visitor's position, with a specification of the employer that the visitor represents;
 - c) a 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, email and point of contact for 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. In cases where there are recurring visits, the total period covered by the visits shall be stated; and

- h) the date and signature of the sending National Security Authority.
- (3) In urgent cases, the National Security Authorities can agree on a shorter period for the submission of the request for visit.
- (4) The National Security Authorities may agree on a list of visitors who are 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.
- (5) Each Party shall guarantee the protection of visitors' personal data, in accordance with national laws and regulations.
- (6) Any Classified Information acquired by a visitor shall be considered as Classified Information under this Agreement.

ARTICLE 12

SECURITY COOPERATION

- (1) In order to achieve and maintain comparable standards of security, the National Security Authorities shall, upon request, provide each other with information about their national security standards, procedures and practices for the protection of Classified Information. For this purpose, the National Security Authorities may visit each other.
- (2) The Competent Security Authorities shall inform each other of exceptional security risks which may put the released Classified Information at risk.
- (3) Upon request, the National Security Authorities shall assist each other in carrying out security clearance procedures.
- (4) The National Security Authorities shall promptly inform each other of any changes in mutually recognised Personnel and Facility Security Clearances or appropriate statements referred to in paragraph 3 of Article 5.
- (5) The Parties' security services may directly exchange operative and/or intelligence information in accordance with national laws and regulations.

ARTICLE 13

BREACH OF SECURITY

- (1) In cases where there is a security breach which results in the unauthorised disclosure, misappropriation or loss of Classified Information or a suspicion of such a breach, the National Security Authority of the Recipient Party shall immediately inform the National Security Authority of the Originating Party of this in writing.

- (2) The competent Party shall undertake all possible appropriate measures in accordance with national laws and regulations, so as to limit the consequences of the breach referred to in paragraph 1 of this Article and to prevent further breaches. Upon request, the other Party shall provide appropriate assistance; it shall be informed of the outcome of the proceedings and the measures undertaken as a result of the breach.
- (3) In cases where the breach of security has occurred in a Third Party, the National Security Authority of the sending Party shall take the actions referred to in paragraph 2 of this Article without delay.

ARTICLE 14

EXPENSES

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

ARTICLE 15

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 to any international tribunal or Third Party for settlement.

ARTICLE 16

FINAL PROVISIONS

- (1) This Agreement shall enter into force on the first day of the second month from 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 paragraph 1 of this Article.
- (3) This Agreement is concluded for an indefinite period of time. Either Party may terminate this Agreement by providing written notice to the other Party through diplomatic channels. In this case, this Agreement shall terminate six months from the date on which the other Party has received the notice of termination.
- (4) In case of termination of this Agreement, all Classified Information transferred 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) Implementing arrangements may be concluded for the implementation of this Agreement.

Done in.....on.....in two originals in the Croatian, Slovenian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

In witness hereof, the undersigned, being duly authorised thereto, have signed this Agreement.

On behalf of the Government of the Republic
of Croatia

On behalf of the Government of the Republic
of Slovenia