LAW No. 74 of 10 June 2014
on the ratification of the Agreement between the Government of Romania and the Council of Ministers of the Republic of Albania on the Mutual Protection of Classified Information, signed in Bucharest on 14 November 2013

ISSUER: The PARLIAMENT
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The Parliament of Romanian adopts this law.

SINGLE ARTICLE
The Securitity Agreement between the Government of Romania and the Council of Ministers on the Mutual Protection of Classified Information, signed in Bucharest on 14 November 2013 is ratified.

This law was adopted by the Parliament of Romania, with the observance of the provisions of Article 75 and Article 76 paragraph (2) of the Constitution of Romania, republished.

PRESIDENT OF THE CHAMBER OF DEPUTIES
VALERIU-ŞTEFAN ZGONEA

p. PRESIDENT OF THE SENATE,
IOAN CHELARU

Bucharest, 10 June 2014.
No. 74

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

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

Intending to ensure mutual protection of all classified information, to which a Security Classification Level has been assigned in the state of one Party and transferred to the state of the other Party,

Desiring to establish the rules of the mutual protection of classified information, which shall extend to all agreements on cooperation to be concluded between the Parties and the contracts to be awarded between the legal public and private entities of the states of the Parties, which provide for the exchange of classified information, have agreed as follows:

ARTICLE 1
SCOPE OF APPLICATION

(1) This Agreement forms the legal basis of any activity involving the exchange of Classified Information between the Parties concerning cases such as:

a) co-operation between the Parties concerning the national defense and any other issue related to national security;

b) co-operation, joint ventures, contracts or any other relation between state bodies or other legal public or private entities of the Parties in the field of national defence and any other issue related to national security;

c) sales of equipment, products and know-how.

(2) Either Party shall not invoke this Agreement in order to obtain Classified Information that the other Party has received from a Third Party.

(3) This Agreement shall not affect the commitments of both Parties which stem from other international agreements and shall not be used against the interests, security and territorial integrity of other states.

ARTICLE 2
DEFINITIONS

For the purpose of this Agreement:

a) “Classified Information” means any information, document or material that, regardless of its form, requires protection against unauthorised disclosure or destruction, misappropriation, damage or loss, and has been designated as such under the legislation of the state of either Party;

b) “Classified Contract/Subcontract” means a contract/subcontract that contains or involves access to Classified Information;

c) “Security Classification Level” means a category which, according to the national legislation, indicates the importance of Classified Information and which determines certain restrictions of access to it, measures of protection and marking;

d) “Breach of Security” means an act or an omission contrary to the national legislation or security regulations of either of the Parties, which results or may result in unauthorized disclosure or destruction, misappropriation, damage or loss of Classified Information;

e) “Personnel Security Certificate” means a document stemming from a vetting procedure which is to determine the loyalty and trustworthiness of a person, affirm the conformity with the conditions set out in the national legislation, on the basis of which access to information of a certain Security Classification Level may be granted to such a person;

f) “Facility Security Certificate” means a document granted by the competent security authority which is to determine the capability of a legal entity to participate in precontractual activities, or perform Classified Contracts/Subcontracts, in accordance with the respective national legislation;

g) “Originating Party” means the Party including legal public and private entities of the state of the Party which issues the Classified Information;

h) “Receiving Party” means the Party including legal public and private entities of the state of the Party which receives the Classified Information;

i) “Third Party” means any state, international organisation, public or private legal entity which is not a party to this Agreement.

ARTICLE 3
SECURITY CLASSIFICATION LEVELS

The Parties have determined that the equivalence of the national Security Classification Levels is as follows:

For the Government of Romania	Equivalence in English	For the Council of Ministers of the Republic of Albania
STRICT SECRET DE IMPORTANŢĂ DEOSEBITĂ	TOP SECRET	TEPËR SEKRET
STRICT SECRET	SECRET	SEKRET
SECRET	CONFIDENTIAL	KONFIDENCIAL
SECRET DE SERVICIU	RESTRICTED	I KUFIZUAR

ARTICLE 4
COMPETENT SECURITY AUTHORITIES

(1) The competent security authorities of the states of the Parties empowered with the authority to implement the protective measures for Classified Information are:

In Romania	In the Republic of Albania
GUVERNUL ROMÂNIEI OFICIUL REGISTRULUI NAŢIONAL AL INFORMAŢIILOR SECRETE DE STAT Government of Romania National Registry Office for Classified Information	DREJTORIA E SIGURIMIT TË INFORMACIONIT TË KLASIFIKUAR- në varësi të Kryeministrit (Classified Information Security Directorate – Prime minister Office)

(2) The competent security authorities shall notify each other about any relevant changes in the official contact details.

ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION

(1) The access to information classified SECRET/KONFIDENCIAL/ CONFIDENTIAL or above shall be limited to those persons who, in order to perform their functions or to fulfil their tasks, need to have access to such information and have been granted appropriate Personnel Security Certificates.

(2) Access to information classified SECRET DE SERVICIU/I KUFIZUAR/ RESTRICTED shall be limited to those persons who, in order to perform their functions or to fulfil their tasks, need to have access to such information and provided they meet the requirements for access to such Classified Information according to the national legislations of the Parties.

(3) The Receiving Party shall:

a) not release Classified Information to a Third Party, without the prior written approval of the Originating Party;

b) provide to all received Classified Information the same protection as it is provided for the national Classified Information with the equivalent Security Classification Level, according to the Article 3;

c) not use Classified Information for other purpose than it was provided for;

d) comply with the intellectual property rights that involve Classified Information:

e) neither downgrade nor declassify the received Classified Information without the prior written consent or at the request of the Originating Party.

ARTICLE 6
TRANSMISSION OF CLASSIFIED INFORMATION

(1) Classified Information shall be transmitted by diplomatic channels, military couriers or other means agreed upon by the competent security authorities. The competent security authority of the Receiving Party shall confirm in writing the receipt of Classified Information.

(2) If a large consignment containing Classified Information is to be transmitted, the competent security authorities shall mutually agree on and approve the means of transportation, the route and security measures for each case.

(3) The electromagnetic transmission of Classified Information shall be carried out only in encrypted form by cryptographic devices certified and agreed upon by the competent security authorities.

(4) The Originating Party shall inform the Receiving Party of additional conditions of release or limitations on the use of transmitted Classified Information.

ARTICLE 7
MARKING OF CLASSIFIED INFORMATION

(1) The Receiving Party shall mark the Classified Information transmitted by the Originating Party with the corresponding national Security Classification Level according to the equivalence stated in the Article 3.

(2) Reproductions and translations of the received Classified Information shall be marked and handled in the same manner as the originals.

(3) The marking requirements shall also apply to Classified Information generated in connection with a Classified Contract/Subcontract.

(4) The Originating Party shall inform the Receiving Party of any changes in the Security Classification Level of the transmitted Classified Information.

ARTICLE 8
REPRODUCTION AND TRANSLATION OF CLASSIFIED INFORMATION

(1) STRICT SECRET DE IMPORTANŢĂ DEOSEBITĂ/ TEPER SEKRET/ TOP SECRET information shall be allowed for translation and reproduction only with the prior written consent of the competent security authority of the state of the Originating Party.

(2) In case of reproduction of the Classified Information its original Security Classification Level shall be reproduced too.

(3) All translations of Classified Information shall be made by persons having Personnel Security Certificates. The translation shall be marked with the same Security Classification Level as the original and shall bear an appropriate note in the language into which it is translated that the translation contains Classified Information of the Originating Party.

(4) All reproductions and translations of Classified Information shall be placed under the same protective measures as the original information. The number of copies shall be limited to that required for official purposes.

ARTICLE 9
DESTRUCTION OF CLASSIFIED INFORMATION

(1) Classified Information shall be destroyed in accordance with the national legislation of the Receiving Party, in such a manner as to eliminate its reconstruction in part or in whole.

(2) Classified Information may be destroyed only with the prior written consent or at the request of the Originating Party.

(3) The Receiving Party shall inform in writing the Originating Party of the destruction of Classified Information.

(4) STRICT SECRET DE IMPORTANŢĂ DEOSEBITĂ/ TEPER SEKRET/ TOP SECRET information shall not be destroyed, but returned to the Originating Party.

(5) In case of a situation that makes it impossible to protect and return Classified Information generated or transmitted according to this Agreement, the Classified Information shall be destroyed immediately. The Receiving Party shall notify in writing and in due time the Originating Party about the destruction of the Classified Information.

ARTICLE 10
SECURITY CO-OPERATION

(1) The Parties shall mutually recognize the Personnel Security Certificates and Facility Security Certificates issued for the nationals and the legal entities of their states in accordance with their national legislation

as regards the access to the Classified Information exchanged under this Agreement.

(2) The competent security authorities shall inform each other about any changes in the Personnel Security Certificates and Facility Security Certificates which are connected with the activities performed according to this Agreement, especially if they have been revoked or the Security Classification Level to which they provide access has been decreased.

(3) On request, the competent security authorities of the Parties, taking into account their respective national legislation, shall assist each other during the vetting procedures in order to issue the Personnel Security Certificates and Facility Security Certificates for their nationals living or facilities located in the territory of the other Party.

(4) In order to achieve and maintain comparable standards of security the competent security authorities shall, on request, provide each other with information about the national security standards, procedures and practices for the protection of Classified Information of the respective Party. To this end, the competent security authorities may also agree on mutual visits.

(5) If the need arise, the competent security authorities may conclude security arrangements on specific technical aspects concerning the implementation of this Agreement.

(6) The security and intelligence services of the Parties may co-operate and exchange operative and/or intelligence information directly in accordance with the national legislation.

ARTICLE 11
VISITS

(1) Visits entailing access to Classified Information by nationals of the state of one Party to the territory of the state of the other Party are subject to prior written consent of the competent security authorities or otherwise agreed upon between them.

(2) The request for visit shall be submitted through the competent security authorities at least twenty days before the visit. In urgent cases, the request

for visit shall be subject to direct co-ordination between the competent security authorities.

(3) The request for visit shall include:
a) visitor's first and last name, place and date of birth, nationality, passport or identification card number;

b) name of the establishment, facility or organisation the visitor represents or belongs to;

c) name and address of the establishment, facility or organisation to be visited;

d) confirmation of the visitor's Personnel Security Certificate, its validity and the Security Classification Level up to which it may provide access;

e) object and purpose of the visit or visits;

f) expected date and duration of the requested visit or visits, and in case of recurring visits, the total period covered by the visits should be stated;

g) name and phone number of the point of contact at the establishment, facility or organisation to be visited, previous contacts and any other information useful to determine the justification of the visit or visits;

h) date, signature and stamping of the official seal of the competent security authority.

(4) The competent security authority of the Party that receives the request for visit shall inform, in due time, the competent security authority of the requesting Party about the decision.

(5) Once the visit has been approved, the competent security authority of the host Party shall provide a copy of the request for visit to the security officer of the establishment, facility or organisation to be visited.

(6) The validity of the visit authorisation shall not exceed twelve months.

(7) For any Classified Contract/Subcontract the Parties may agree to establish lists of authorized persons to make recurring visits. Those lists are

valid for an initial period of twelve months. Further details of the recurring visits are subject to co-ordination directly between the representatives of the entities involved, according to the terms and conditions agreed upon.

(8) Each Party shall guarantee the protection of personal data of the visitors according to the respective national legislation.

ARTICLE 12
CLASSIFIED CONTRACTS

(1) In the event that any of the Parties or public or private legal entities of its state intend to award a Classified Contract/Subcontract to be performed within the territory of the state of the other Party, the Party of the state in which the performance is taking place, will assume responsibility for the protection of Classified Information related to that contract in accordance with its national legislation.

(2) On request, the competent security authorities shall confirm that the proposed contractors as well as the individuals participating in pre-contractual activities or in the implementation of Classified Contracts/Subcontracts hold appropriate Facility Security Certificates and Personnel Security Certificates.

(3) Every Classified Contract/Subcontract concluded between contractors of the Parties, under the provisions of this Agreement, shall include an appropriate security annex identifying at least the following aspects:

a) a list of Classified Information related to the Classified Contract/Subcontract and their respective Security Classification Levels;

b) the procedure for the communication of changes in the Security Classification Levels of the transmitted information;

c) communication channels and means for electromagnetic transmission;

d) the procedure for the transportation of Classified Information;

e) the competent authorities responsible for the co-ordination of the safeguarding of Classified Information related to the Classified Contract/Subcontract;

f) an obligation to notify any actual or suspected Breach of Security .

(4) A copy of the security annex of any Classified Contract/Subcontract shall be forwarded to the competent security authority of the Party where the Classified Contract/Subcontract is to be performed in order to allow adequate security supervision and control.

(5) Any subcontractor must fulfill the same security obligations as the contractor.

(6) The competent security authorities may agree on mutual visits in order to analyse the efficiency of the measures adopted by a contractor or a subcontractor for the protection of Classified Information involved in a Classified Contract/Subcontract.

(7) Classified Contracts/Subcontracts placed with contractors involving Classified Information at SECRET DE SERVICIU/I KUFIZUAR/RESTRICTED level shall contain an appropriate clause identifying the minimum measures to be implemented for the protection of such Classified Information.

(8) Further detailed procedures related to Classified Contracts / Subcontracts shall be developed and agreed upon between the competent security authorities of the Parties.

ARTICLE 13
BREACH OF SECURITY

(1) In case of a Breach of Security the competent security authority of the Receiving Party shall immediately inform in writing the competent security authority of the Originating Party and ensure the appropriate investigation. If required, the Parties shall co-operate during the investigation.

(2) In case the Breach of Security occurs in a third state the competent security authority of the dispatching Party shall take the actions in accordance with paragraph 1.

(3) In any case, the competent security authority of the Receiving Party shall inform the competent security authority of the Originating Party in writing about the circumstances of the Breach of Security, the extent of the damage, the measures taken for its mitigation and the outcome of the investigation. Such notification shall contain enough details so that the Originating Party may fully assess the consequences.

ARTICLE 14
EXPENSES

Each Party shall cover its own expenses pursuant to the implementation of this Agreement.

ARTICLE 15
FINAL PROVISIONS

(1) This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties inform each other through diplomatic channels that the requirements provided by the national legislation for its entry into force have been fulfilled.

(2) This Agreement is concluded for an indefinite period of time. It may be terminated by either Party giving the other Party 6 (six) months prior written notice of the termination.

(3) Notwithstanding the termination of this Agreement, all Classified Information provided pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein, until the Originating Party will dispense the Receiving Party from this obligation.

(4) Each Party shall promptly notify the other Party of any amendments to its national legislation that would affect the protection of Classified Information exchanged or generated under this Agreement.

(5) This Agreement may be amended on the basis of mutual written consent of both Parties. Such amendments shall enter into force in accordance with paragraph 1.

(6) Any dispute related to the interpretation or the implementation of this Agreement shall be settled by consultation between the Parties, without recourse to outside jurisdiction.

(7) Other technical aspects of cooperation can be arranged by mutual consent of the Parties.

Done in Bucharest on 14th of November 2013, in two original copies, each in Romanian, Albanian and English languages, all texts being equally authentic. In case of divergences of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF ROMANIA	**FOR THE COUNCIL OF MINISTERS OF THE REPUBLIC OF ALBANIA**
MARIUS PETRESCU, Phd **Secretary of State** **Director General** **of the National Registry Office** **for Classified Information**	**SHYQYRI DEKAVELLI** **Director** **of Classified Information** **Security Directorate** **National Security Authority**