

LAW No. 202 of 2 July 2007

on the ratification of the Agreement between the Government of Romania and the Government of the Republic of Estonia on the Mutual Protection of Classified Information, signed in Bucharest on 30 August 2006

ISSUER: The PARLIAMENT

PUBLISHED IN: The Official Journal no. 478 of 17 July 2007

The Parliament of Romania adopts this law.

SINGLE ARTICLE

The Agreement between the Government of Romania and the Government of the Republic of Estonia on the Mutual Protection of Classified Information, signed in Bucharest on 30 August 2006 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
BOGDAN OLTEANU**

**p. PRESIDENT OF THE SENATE
DORU IOAN TARACILA**

Bucharest, 2 July 2007.
No. 202

AGREEMENT BETWEEN THE GOVERNMENT OF ROMANIA AND THE GOVERNMENT OF THE REPUBLIC OF ESTONIA ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Government of Romania and the Government of the Republic of Estonia, hereinafter referred to as the Parties,

In order to safeguard the Classified Information exchanged directly between the Parties or other state bodies, public and private entities which deal with Classified Information of the state of the other Party and within the framework of activities which fall under the responsibility of the National Security Authorities of the Parties,

Have agreed as follows:

ARTICLE 1 APPLICABILITY

1. This Agreement shall form the basis of any activity, involving, in compliance with national laws and regulations, the exchange of Classified Information between the Parties or other state bodies or public and private entities, concerning the following:

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

b. co-operation, joint ventures, contracts or any other relation between state bodies or other public or private entities of the states 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. 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.

3. This agreement does not cover the exchange of information related to direct cooperation between intelligence services of both Parties which shall be subject to separate agreements.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement:

a. Classified Information means:

any information, document or material, regardless of its physical form to which a Security Classification Level has been assigned in compliance with national laws and regulations and which shall be protected accordingly;

b. Classified Document means:

any sort of record containing Classified Information regardless of its form or physical characteristic, including, without limitation, written or printed matters, data processing cards and tapes, maps, charts, photographs, paintings, drawings, engravings, sketches, working notes and papers, carbon copies and ink ribbons, or reproductions produced by any means or processes, 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;

c. Classified Material means:

any object or item of machinery, prototype, equipment, weapon, mechanically or hand made manufactured or in process of manufacture, to which a Security Classification Level has been assigned;

d. Security Classification Level means:

category which, according to the national laws and regulations, characterises the importance of Classified Information and which determines certain restrictions of access to it, measures of protection and marking;

e. Classified Contract means:

an agreement between two or more Contractors establishing and defining their rights and obligations and containing or implying Classified Information;

f. Contractor or Sub-Contractor means:

an individual or a legal public or private entity possessing the legal capability to conclude Classified Contracts;

g. Breach of Security means:

an act or omission contrary to national laws and regulations, that results in an actual or possible Compromise of Classified Information;

h. Compromise of Classified Information means:

a situation when - due to a Breach of Security or adverse activity (such as espionage, act of terrorism or theft) - Classified Information has lost its confidentiality. This includes loss, partial or total disclosure, unauthorized modification and unauthorised destruction of Classified Information;

i. Personnel Security Clearance Certificate means:

a document certifying that, in performing his/her duties, the holder is authorised to have access to Classified Information of a certain Security Classification Level, in compliance with the Need-to-know principle;

j. Facility Security Clearance Certificate means:

a document certifying that a legal entity is authorized to conclude and perform a Classified Contract;

k. Need to know means:

a principle by which access to Classified Information may be granted only to those persons who, in performing their duties, need to work with or have access to such information;

l. National Security Authority means:

the authority responsible for the implementation and the control of the measures undertaken under the provisions of this Agreement. Such authorities are listed in Article 6;

m. Designated Security Authority means:
the institution which, in compliance with the national laws and regulations of the Parties, is empowered to establish, for its activity and responsibility field, its own structures and measures regarding the coordination and control of the activity referring to the protection of Classified Information;

n. Third Party means:
any individual, institution, national or international organization, private or public entity which is not a Party to this Agreement.

ARTICLE 3 PROTECTION OF CLASSIFIED INFORMATION

1. In accordance with their national laws and regulations, the Parties shall take appropriate measures to protect Classified Information, which is transmitted, received, produced or developed as a result of any agreement or relation between the public or private entities of their respective states. The Parties shall ensure to all the exchanged, received, produced or developed Classified Information the same protection, as it is provided for the national Classified Information, with the corresponding Security Classification Level.

2. Each Party shall ensure that Classified Information received from the other Party is used for the purpose for which such information has been released.

3. The receiving Party and the public or private entities of its state shall neither assign a lower Security Classification Level for the received Classified Information nor declassify this information without the prior written consent of the National Security Authority of the originating Party. The National Security Authority of the originating Party shall inform the National Security Authority of the receiving Party of any changes in Security Classification Level of the transmitted information.

4. The received Classified Documents marked with a Security Classification Level STRICT SECRET DE IMPORTANT DEOSEBIT / TÄIESTI SALAJANE shall be reproduced or translated only with the written consent of the originating Party. All reproductions of Classified Documents shall be marked with the same Security

Classification Level as the original copy and shall be protected in the same way as the original information. The number of copies shall limit to that number necessary for official purposes.

5. Classified Information marked with the Security Classification Level SECRET/ KONFIDENTSIAALNE or STRICT SECRET/SALAJANE shall be destroyed with the written consent of or at the request of the originating Party in accordance with the national laws and regulations of the receiving Party, in such a manner that any reconstruction in whole or in part be impossible.

6. The receiving Party shall inform the originating Party of the destruction of Classified Information. The STRICT SECRET DE IMPORTANT DEOSEBIT / TÄIESTI SALAJANE information shall not be destroyed but returned to the originating Party.

7. In case of an imminent danger, Classified Information shall be destroyed without prior authorization. The National Security Authority of the originating Party shall immediately be notified about this.

8. Access to Classified Information is allowed, with the observance of the Need-to-know principle, only to those individuals authorised or having a Personnel Security Clearance Certificate valid for the Security Classification Level of the information for which the access is required.

9. None of the Parties shall release received Classified Information to a Third Party without prior written consent of the National Security Authority of the originating Party.

This Agreement shall not be invoked by either Party to obtain Classified Information that the other Party has received from a Third Party.

10. Each Party shall supervise the implementation of security laws and regulations at the public and private entities that hold, develop, produce and/or use Classified Information of the state of the other Party, by means of inspection visits.

ARTICLE 4

EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS

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

Romania	Republic of Estonia	English Equivalent
STRICT SECRET DE IMPORTANT DEOSEBIT	TÄIESTI SALAJANE	TOP SECRET
STRICT SECRET	SALAJANE	SECRET
SECRET	KONFIDENTSIAALNE	CONFIDENTIAL
SECRET DE SERVICIU	PIIRATUD	RESTRICTED

2. Both Parties shall mark all the Classified Information received from the other Party with a corresponding national Security Classification Level according to paragraph (1).

ARTICLE 5

ACCESS TO CLASSIFIED INFORMATION

1. Before a Party provides Classified Information to a representative of the other Party, the National Security Authority of the receiving Party shall notify in writing the National Security Authority of the originating Party that he/she is authorised to have access to Classified Information or holds a Personnel Security Clearance Certificate of the highest Security Classification Level for the information to which he/she is to have access.

2. The Personnel Security Clearance Certificate shall be granted following the security vetting conducted in accordance with the national laws and regulations of each Party.

3. On request, the National Security Authorities / Designated Security Authorities of the Parties, taking into account the respective national laws and regulations, shall assist each other in the vetting procedures related to the issue of the Personnel Security Clearance Certificates and of the Facility Security Clearance Certificates. To this end specific arrangements may be agreed upon between the National Security Authorities / Designated Security Authorities of the Parties.

4. The Parties shall mutually recognize the Personnel Security Clearance Certificates and Facility Security Clearance Certificates issued in accordance with the laws and regulations of their respective states.

5. The National Security Authorities shall inform each other of any changes to the Personnel Security Clearance Certificates and Facility Security Clearance Certificates, in particular of their revoke.

**ARTICLE 6
NATIONAL SECURITY AUTHORITIES**

1. The National Security Authorities of the Parties are:

In Romania	In the Republic of Estonia
Government of Romania National Registry Office for Classified Information 4 Mures Street, district 1 Bucharest ROMANIA	Estonian National Security Authority Security Department Ministry of Defence Sakala 1 15094 Tallinn ESTONIA

2. The National Security Authorities shall provide each other, upon request, with information about its security organization and procedures. To this end, the National Security Authorities shall also agree on mutual visits.

**ARTICLE 7
VISITS**

1. Visits involving access to Classified Information concerning the activities described in Article 1 shall be approved by the National Security Authority/Designated Security Authority of the respective state to visitors from the state of the other Party.

2. The procedures related to visits shall be developed and agreed upon between the National Security Authorities/Designated Security Authorities.

3. Each Party shall guarantee the protection of personal data of the visitors according to the national legislation in the field.

ARTICLE 8 CLASSIFIED CONTRACTS

1. In the event that any of the Party or public or private entities of its state intend to award a Classified Contract 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 the contract in accordance with its laws and regulations.

2. Prior to releasing to Contractors/Sub-Contractors or to prospective Contractors/Sub-Contractors any Classified Information received from the other Party, the receiving Party shall:

a. grant a Facility Security Clearance Certificate of an appropriate level to the Contractors/Sub-Contractors or to prospective Contractors/Sub-Contractors, on condition they have met the requirements for its issue;

b. grant Personnel Security Clearance Certificates of an appropriate level to all personnel whose duties require access to Classified Information on condition they have met the requirements for its issue.

3. The Parties shall ensure that every Classified Contract includes an appropriate part identifying the security requirements or those elements of the contract requiring security protection and a listing of Classified Information, materials and activities related to a Classified Contract and their Security Classification Levels.

4. The procedures related to Classified Contracts shall be developed and agreed upon between the National Security Authorities of the Parties.

5. The Parties shall ensure protection of copyrights, industrial property rights - patents included - and any other rights connected with the Classified Information exchanged between their states, according to their national laws and regulations.

ARTICLE 9
TRANSMISSION OF CLASSIFIED INFORMATION

1. Classified Information shall be transmitted through diplomatic channels or military courier or other means accepted by the National Security Authorities. The receiving National Security Authority shall confirm the receipt of Classified Information.

2. If a large consignment containing Classified Information is to be transmitted, the National Security Authorities shall agree upon the means of transportation, the route and security measures for each such case.

3. Other authorized means of transmission or exchange of Classified Information may be used, if agreed upon, by the National Security Authorities.

4. The electromagnetic transmission of Classified Information shall be carried out only in encrypted form by cryptographic equipment approved by the National Security Authorities.

ARTICLE 10
BREACH OF SECURITY

1. In case of a Breach of Security that results in a Compromise or possible Compromise of Classified Information, the National Security Authority of the state where the Breach of Security occurred shall promptly inform the National Security Authority of the other Party, ensure proper security investigation of such event and take the necessary measures to limit the consequences, in accordance with national laws and regulations. If required, the National Security Authorities shall cooperate in the investigation.

2. In case the Compromise occurs in a third country, the National Security Authority of the state of the originating Party shall take action as of paragraph 1.

3. After completion of investigation, the National Security Authority of the Party on the territory of which the Compromise or possible Compromise of Classified Information occurred shall immediately

inform in writing, through the National Security Authority of the other Party on the findings and conclusions of the investigation.

ARTICLE 11 SETTLEMENT OF DISPUTES

Any dispute regarding the interpretation or implementation of this Agreement shall be settled by consultation between the National Security Authorities or, should an acceptable settlement be impossible to reach, between the designated representatives of the Parties.

ARTICLE 12 COSTS

Each Party shall bear the eventual costs related to the implementation of this Agreement in accordance with national laws and regulations.

ARTICLE 13 MUTUAL ASSISTANCE

1. Each Party shall assist personnel from the state of the other Party in the implementation and interpretation of this Agreement.
2. Should the need arise the National Security Authorities will consult each other on specific technical aspects concerning the implementation of this Agreement and can mutually approve the conclusion of supplementary security protocols of specific nature to this Agreement on a case by case basis.

ARTICLE 14 FINAL PROVISIONS

1. This Agreement is concluded for an indefinite period of time and is subject to approval in accordance with national legal procedures of the states of the Parties.
2. This Agreement shall enter into force on the first day of the second month following the receipt of the last of the notifications between the Parties that the internal legal procedures necessary for this Agreement to enter into force have been completed.

3. Each Party has the right to terminate this Agreement at any time. In such case the validity of the Agreement will expire after 6 (six) months following the day on which the notification of termination was served to the other Party.

4. 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.

5. This Agreement may be amended on the basis of the mutual consent of the Parties. Such amendments shall enter into force in accordance with the provisions of paragraph 2.

6. Each Party shall promptly notify the other Party of any changes to its national laws and regulations that would affect the protection of Classified Information under this Agreement. In such case, the Parties shall consult each other to consider possible changes to this Agreement. In the meantime, Classified Information shall continue to be protected as described herein, unless requested otherwise in writing by the Originating Party.

Signed in Bucharest on 30th of August 2006 in two original copies each in the Romanian, Estonian and English languages, all texts being equally authentic. In case of differences in the interpretation, the English text shall prevail.

FOR THE GOVERNMENT
OF ROMANIA

FOR THE GOVERNMENT OF
THE REPUBLIC OF ESTONIA

Prof. dr. MARIUS PETRESCU
Secretary of State
Director General
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for Classified Information

HERMAN SIMM
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Security Department
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