

**LAW No. 103 of 3 June 2010**

on the ratification of the Agreement between the Government of Romania and the Government of the Republic of Latvia on the Mutual Protection of Classified Information, signed in Bucharest on 11 June 2009

**ISSUER: The PARLIAMENT**

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The Parliament adopts this law.

**SINGLE ARTICLE**

The Agreement between the Government of Romania and the Government of the Republic of Latvia on the Mutual Protection of Classified Information, signed in Bucharest on 11 June 2009 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  
ROBERTA ALMA ANASTASE**

**PRESIDENT OF THE SENATE  
MIRCEA-DAN GEOAN**

Bucharest, 3 June 2010  
No. 103

# **AGREEMENT BETWEEN THE GOVERNMENT OF ROMANIA AND THE GOVERNMENT OF THE REPUBLIC OF LATVIA ON THE MUTUAL PROTECTION OF CLASSIFIED INFORMATION**

The Government of Romania and the Government of the Republic of Latvia, hereinafter called the Contracting Parties,

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

Have agreed on the following:

## **ARTICLE 1 APPLICABILITY**

(1) This Agreement (hereinafter referred to as Agreement) shall form the basis of any activity, involving, in compliance with national laws and regulations, the exchange of Classified Information between the Contracting Parties through Competent Security Authorities or through other state bodies or legal public or private entities, concerning the following cases:

- a) cooperation between the Contracting Parties in the field of national defence and national security;
- b) cooperation, joint ventures, contracts or any other relation between state bodies or legal public or private entities of the states of the Contracting Parties in the field of national defence and national security;
- c) sales of equipment, products and know-how.

(2) This Agreement shall not affect the commitments of both Contracting 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 and material of any kind, regardless of its form of appearance, mode and circumstances of generation that requires protection from unauthorised access for reasons of public interest and which has been classified by either Contracting Party in accordance with its national laws and regulations;

b) **Security Classification** 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;

c) **Classified Contract** means:

an agreement between state bodies and legal public or private entities or between legal public or private entities themselves, creating and defining enforceable rights and obligations between them, which contains or involves Classified Information;

d) **Contractor** or **Sub-contractor** means:

legal public or private entity entitled to conclude Classified Contracts, in accordance with the national laws and regulations of the states of the Contracting Parties;

e) **Breach of Security** means:

an act or an omission contrary to national laws and regulations, the result of which may endanger or compromise Classified Information;

f) **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, integrity or availability, or supporting services and resources have lost their integrity or availability. This includes loss, disclosure to unauthorised individuals, unauthorised modification, unauthorised destruction or denial of service;

g) **Security Aspects Letter** means:

a document issued by the appropriate authority as a part of any Classified Contract or sub-contract, identifying the security requirements or those elements of the contract requiring security protection;

h) **Security Classification Check-List** means:

a listing of the information connected with the various aspects of a Classified Contract that should be classified and the Security Classification levels assigned thereto. That listing may be annexed to or incorporated in a Security Aspects Letter;

i) **Personnel Security Clearance** means:

a positive decision made by a competent authority and stemming from an investigative procedure which is to determine the loyalty and trustworthiness of a person and affirm the conformity with other conditions set out in national laws and regulations;

j) **Facility Security Clearance** means:

a positive decision made by a competent authority which is to determine the capability of a public or private entity to hold and safeguard Classified Information appropriately and affirm the conformity with other conditions set out in national laws and regulations;

k) **Need to know** means:

a principle according to which access to Classified Information is granted individually only to those persons who, in performing their official duties, need to access such information;

l) **Competent Security Authority** means:

the authority of the Contracting Party which, in compliance with national laws and regulations, coordinates, at national level, the activity of protection of Classified Information. Such authorities are listed in Article 6;

m) **Designated Security Authority** means:

the institution which, in compliance with national laws and regulations and coordinated by the Competent Security Authority, has specific competences in the field of the protection of Classified Information;

n) **Third Party** means:

an international organisation, a Government, legal public or private entity which is not party to this Agreement.

### **ARTICLE 3**

#### **PROTECTION OF CLASSIFIED INFORMATION**

(1) In accordance with national laws and regulations, the Contracting Parties shall take appropriate measures to ensure the protection of Classified Information exchanged or jointly created as a result of any agreement or relation between the state bodies and the legal public or private entities of their respective states, in accordance with the equivalence of the Security Classification levels provided in Article 4.

(2) The receiving Contracting Party and the state bodies or legal public or private entities of its state shall neither use a lower Security Classification level for the received Classified Information nor declassify this information without the prior written consent of the Competent Security Authority of the state of the originating Contracting Party. The Competent Security Authority of the originating Contracting Party shall inform about any changes in Security Classification of the exchanged information.

(3) Documents marked STRICT SECRET DE IMPORTANTAN DEOSEBIT / SEVIŠ I SLEPENI / TOP SECRET shall be translated and copied only with the prior written consent of the Competent Security Authority of the originating Contracting Party.

(4) Classified Information shall be destroyed in such a manner that any reconstruction of Classified Information in whole or in part be impossible. The originating Contracting Party shall be notified about the destruction. Classified Information STRICT SECRET DE IMPORTANTAN DEOSEBIT / SEVIŠ I SLEPENI / TOP SECRET shall not be destroyed, but returned to the originating Contracting Party. When the returning is not possible, Classified Information STRICT SECRET DE IMPORTANTAN DEOSEBIT / SEVIŠ I SLEPENI / TOP SECRET shall be destroyed.

(5) Access to locations and facilities where Classified Information received from the other Contracting Party is handled shall be allowed only to those persons authorised in accordance with the national laws and regulations of the states of the Contracting Parties, with the observance of the “Need to know” principle.

(6) None of the Contracting Parties shall release received Classified Information to a Third Party without prior written consent of the Competent

Security Authority of the state of the originating Contracting Party. The present Agreement shall not be invoked by either Contracting Party to obtain Classified Information that the other Contracting Party has received from a Third Party.

(7) When contractual activities which involve the exchange of Classified Information are finalised, this information shall be returned to the originator.

#### **ARTICLE 4 SECURITY CLASSIFICATIONS**

The Contracting Parties have determined that the equivalence of the national Security Classifications is as follows:

<b>In Romania</b>	<b>In the Republic of Latvia</b>	<b>English equivalent</b>
STRICT SECRET DE IMPORTAN DEOSEBIT	SEVIŠĪ I SLEPENI	TOP SECRET
STRICT SECRET	SLEPENI	SECRET
SECRET	KONFIDENCIĀLI	CONFIDENTIAL
SECRET DE SERVICIU	DIENESTA VAJADZĪBĀ	RESTRICTED

#### **ARTICLE 5 SECURITY CLEARANCES**

(1) Each Contracting Party shall guarantee that any individual who, due to his employment or functions, needs to access Classified Information holds a valid and appropriate Personnel Security Clearance issued by the Competent Security Authority or other authorities duly designated in accordance with national laws and regulations.

(2) On request, the Competent Security Authorities of the states of the Contracting Parties, taking into account the respective national laws and regulations, shall assist each other in vetting procedures related to and preceding the issue of the Personnel Security Clearance and the Facility

Security Clearance. To this end, specific arrangements may be agreed between the Competent Security Authorities of the Contracting Parties.

(3) The Contracting Parties shall mutually recognize the Personnel and Facility Security Clearances issued in accordance with national laws and regulations of the respective states.

(4) The Competent Security Authorities shall announce to each other any changes of Personnel and Facility Security Clearances, in particular the cases of their revoke.

## **ARTICLE 6 COMPETENT SECURITY AUTHORITIES**

(1) The Competent Security Authorities responsible, at national level, for the implementation and the relevant controls of all aspects of this Agreement are:

<b>In Romania</b>	<b>In the Republic of Latvia</b>
Government of Romania National Registry Office for Classified Information 4 Mures Street, district 1 Bucharest ROMANIA	Constitution Protection Bureau Miera 85a, Riga, LV 1013  LATVIA

(2) In order to keep the same security standards each Competent Security Authority will give, upon request, the other Competent Security Authority information about its security organization and procedures. To this end, the Competent Security Authorities will also agree on visit procedures in both states.

(3) Should the need arise, the Competent Security Authorities shall consult each other on the technical issues of the implementation of this Agreement and, by mutual arrangement, may draw up Supplementary Executive Protocols.

## **ARTICLE 7 VISITS**

(1) Visits to premises where Classified Information is developed, handled or stored, or where the activities described in Article 1 are carried out, shall be allowed only by the Competent Security Authority / Designated Security Authority of the respective state to visitors from the state of the other Contracting Party.

(2) A visit request shall include the following information:

- a) visitor's name and surname, date and place of birth, nationality and passport or other identity document of the visitor;
- b) official (employment) status of the visitor, including the name of the establishment, company or organization, which the visitor represents;
- c) certification of the visitor being administratively cleared or possessing a Personnel Security Clearance;
- d) the facility to be visited – name and address and purpose of the visit;
- e) point of contact at the facility to be visited, previous contacts and any other information useful to determine the justification of the visit;
- f) expected date of arrival and departure and duration of the visit.

(3) The validity of visit authorization shall not exceed 12 months.

(4) Other procedures may be used if agreed upon by both Competent Security Authorities.

(5) Each Contracting Party shall guarantee the protection of personal data of the visitors according to the respective national laws and regulations.

## **ARTICLE 8 CLASSIFIED CONTRACTS**

(1) In the event that either Contracting Party, state bodies or legal 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 Contracting Party, then the Contracting 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 own national laws and regulations.

(2) Prior to releasing to Contractors or prospective Contractors any Classified Information received from the other Contracting Party, the receiving Contracting Party through the Competent Security Authority, shall:

a) grant appropriate Facility Security Clearances to Contractors or prospective Contractors on condition they have fulfilled the requirements for their issue;

b) grant appropriate Personnel Security Clearances to all personnel whose duties require access to Classified Information on condition they have fulfilled the requirements for their issue.

(3) The Contracting Parties shall ensure that every Classified Contract includes an appropriate Security Aspects Letter which includes a Security Classification Check-List.

(4) Further procedures related to Classified Contracts shall be developed and agreed upon by the Competent Security Authorities of the Contracting Parties.

(5) The Contracting 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 the respective national laws and regulations.

(6) Sub-contractors interested in classified sub-contracts shall be submitted in advance by the Contractor to the Competent Security Authority for approval. If approved, the Sub-contractor must fulfil the same security obligations as have been set for the Contractor.

## **ARTICLE 9 MARKING OF CLASSIFIED INFORMATION**

(1) The received Classified Information shall be marked with a national Security Classification, according to the equivalence stipulated in Article 4.

(2) Copies 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 within a Classified Contract.

## **ARTICLE 10 TRANSMISSION OF CLASSIFIED INFORMATION**

(1) Classified Information shall be transmitted normally by diplomatic / military courier or other means approved by the Competent Security Authorities. The receiving Competent Security Authority shall confirm 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 such case.

(3) Other approved means of transmission or exchange of Classified Information may be used if agreed on by the Competent Security Authorities.

## **ARTICLE 11 BREACH OF SECURITY AND COMPROMISE OF CLASSIFIED INFORMATION**

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

(2) In case the compromise occurs in a third state the Competent Security Authority of the state of the originating Contracting Party shall take action as of paragraph 1.

(3) In any case, the other Contracting 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  
SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or application of this Agreement shall be resolved by consultation between the Competent Security Authorities of the states of the Contracting Parties. Pending the consultations for the settlement of the controversies, the Contracting Parties shall continue to fulfil the security obligations deriving from this Agreement.

**ARTICLE 13  
EXPENSES**

Each Party shall cover its own expenses incurred in connection with the implementation of this Agreement.

**ARTICLE 14  
FINAL PROVISIONS**

(1) This Agreement is concluded for an indefinite period of time. This Agreement is subject to approval in accordance with the national legal procedures of the state of each of the Contracting Parties and shall enter into force on the date of the receipt of the last written notification of the Contracting Parties informing each other of the completion of national legal procedures necessary for its entering into force.

(2) This Agreement can be terminated at any time. The termination shall be effective 6 (six) months after its notification to the other Contracting Party. 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 and with any other requirements of the originator.

(3) This Agreement may be amended by the mutual consent of the Contracting Parties by an exchange of notes through diplomatic channels. The agreed amendments shall enter into force according to the same procedures envisaged for the entry into force of this Agreement.

(4) Each Contracting Party shall promptly notify the other Contracting 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 Contracting Parties shall consult 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 Contracting Party.

Signed in Bucharest on 11<sup>th</sup> of June, 2009 in two original copies, each in the Romanian, Latvian and English languages, all texts being equally authentic. In case of differences in interpretation, the English text shall prevail.

**FOR THE GOVERNMENT  
OF ROMANIA**

**FOR THE GOVERNMENT OF  
THE REPUBLIC OF LATVIA**

**Prof. dr. MARIUS PETRESCU  
Secretary of State  
Director General  
of the National Registry Office  
for Classified Information**

**ALBERTS SARKANIS  
Ambassador Extraordinary and  
Plenipotentiary  
of Republic of Latvia to Romania**