

LAW No. 279 of 10 July 2009

on the ratification of the Security Agreement between the Government of Romania and the Government of the Kingdom of Norway on the Mutual Protection of Classified Information, signed in Bucharest on 29 May 2008

ISSUER: The PARLIAMENT

PUBLISHED IN: The Official Journal no. 518 of 28 July 2009

The Parliament of Romania adopts this law.

SINGLE ARTICLE

The Security Agreement between the Government of Romania and the Government of the Kingdom of Norway on the Mutual Protection of Classified Information, signed in Bucharest on 29 May 2008 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

p. PRESIDENT OF THE SENATE

ALEXANDRU PERES

Bucharest, 10 July 2009.

No. 279

SECURITY AGREEMENT BETWEEN THE GOVERNMENT OF ROMANIA AND THE GOVERNMENT OF THE KINGDOM OF NORWAY ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Government of Romania and the Government of the Kingdom of Norway, hereafter called the Parties,

In order to safeguard the Classified Information exchanged directly or through legal entities which deal with Classified Information of the state of the other Party and within the framework of activities which fall under the competencies of the Parties,

Have agreed on the following:

ARTICLE 1 APPLICABILITY

The objective of this Agreement is to ensure the protection of Classified Information that is exchanged or created in the process of co-operation between the Parties.

The decision of transfer or exchange of Classified Information shall be adopted in accordance with the national legislations of the Parties.

This Agreement shall govern any activities, and form an integral part of any contract or agreement involving Classified Information, concluded between the Parties or legal entities of the states of the Parties.

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, regardless of their physical form, to which a Security Classification has been assigned in compliance with the respective national legislation, 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 etc., mechanically or hand made, manufactured or in process of manufacture, to which a Security Classification has been assigned;

d) Security Classification means:

the assignment of a class or level of classification in accordance with the national legislations of the Parties;

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 legal entity possessing the legal capability to conclude Classified Contracts;

g) Breach of Security means:

an act or omission contrary to the national legislations of the Parties, 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, integrity or availability, or when supporting services and resources have lost their integrity or availability. This includes loss, partial or total disclosure, unauthorized modification and destruction or denial of service;

i) 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;

j) Security Classification Check-List means:

a listing of Classified Information, materials and activities related to a Classified Contract and their Security Classifications, included in the Security Aspects Letter;

k) Personnel Security Clearance Certificate means:

a document certifying that, in performing his/her duties, the holder may have access to Classified Information of a certain Security Classification, in compliance with the Need-to-Know principle, issued in accordance with the national legislations of the Parties;

l) Facility Security Clearance Certificate / Industrial Security Authorization means:

a document certifying that a legal entity is authorized to carry out industrial activities requiring access to Classified Information, issued in accordance with the national legislations of the Parties;

m) Need-to-Know means:

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

n) Competent Security Authority means:

an institution empowered with authority at national level which, in compliance with the national legislations of the Parties, ensures the unitary implementation of the protective measures for Classified Information. Such authorities are listed in Article 7 of this Agreement;

o) Designated Security Authority means:

the institution which, in compliance with the respective national legislation 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. The Designated Security Authority is coordinated, in the field of the protection of Classified Information, by the Competent Security Authority;

p) Third Party means:

any state, individual, institution, national or international organization, private or public entity which is not part to this Agreement.

ARTICLE 3

PROTECTION OF CLASSIFIED INFORMATION

In accordance with their national legislations, 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 Parties or legal entities of the states of the Parties. The Parties shall afford to all the exchanged, received, produced or developed Classified Information the same degree of security protection as afforded to their own equivalent Classified Information, as defined in Article 4 of this Agreement.

The receiving Party shall neither use a lower Security Classification 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 Party. The Competent Security Authority of the originating Party shall inform the Competent Security Authority of the receiving Party of any changes in the Security Classification of the exchanged information.

Reproduction or modification of the received Classified Information may be made unless otherwise explicitly provided by the originating Party. Reproductions of the Classified Information shall receive Security Classification markings equivalent to the Security Classification of the original and shall be protected in the same way as the original information. The number of copies shall be limited to that number necessary for official purposes. Information classified STRICT SECRET DE IMPORTANT DEOSEBIT / STRENGT HEMMELIG / TOP SECRET shall only be reproduced after prior written permission from the originating Party.

Classified Information and materials may be destroyed only with the written consent or at the request of the originating Party, in accordance with the national legislations of the Parties, in such a manner that any reconstruction of Classified Information in whole or in part is impossible. Should the originating Party not agree on the destruction of some Classified Information, the Classified Material or document shall be returned to it.

The STRICT SECRET DE IMPORTANT DEOSEBIT / STRENGT HEMMELIG / TOP SECRET information shall not be destroyed but returned to the originating Party.

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

The receiving Party shall notify the destruction of Classified Information to the originating Party.

Access to Classified Information and/or locations and facilities where activities involving Classified Information are performed or where Classified Information is stored is allowed, with the observance of the Need-to-Know principle, only to those individuals having a Personnel Security Clearance Certificate valid for the Security Classification of the information for which the access is required.

Each Party shall supervise the observance of the national legislations by the legal entities that hold, develop, produce and/or use Classified Information of the state of the other Party, by means of inter alia review visits.

Before a representative of a Party provides Classified Information to a representative of the other Party, the receiving Party shall notify the originating Party that the former representative holds a Personnel Security Clearance Certificate of the highest Security Classification for the information to which he/she is to have access, and that the Classified Information is protected in accordance with the provisions of this Agreement.

ARTICLE 4 SECURITY CLASSIFICATIONS

The Security Classifications applicable to information exchanged within the framework of this Agreement shall be:

for Romania: SECRET DE SERVICIU (RESTRICTED), SECRET (CONFIDENTIAL), STRICT SECRET (SECRET) and STRICT SECRET DE IMPORTANT DEOSEBIT (TOP SECRET);

for the Kingdom of Norway: BEGRENSET (RESTRICTED), KONFIDENSIELT (CONFIDENTIAL), HEMMELIG (SECRET) and STRENGT HEMMELIG (TOP SECRET).

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

Romania	The Kingdom of Norway	English Language Equivalent
STRICT SECRET DE IMPORTANTAN DEOSEBIT	STRENGT HEMMELIG	TOP SECRET
STRICT SECRET	HEMMELIG	SECRET
SECRET	KONFIDENSIELT	CONFIDENTIAL
SECRET DE SERVICIU	BEGRENSET	RESTRICTED

ARTICLE 5 PERSONNEL SECURITY CLEARANCE CERTIFICATES

Each Party shall guarantee that any individual who, due to his/her employment or functions needs access to Classified Information of the other Party, shall hold a Personnel Security Clearance Certificate valid and corresponding to the appropriate Security Classification, issued by the Competent Security Authority or by other authorities duly designated in accordance with the respective national legislation.

The Personnel Security Clearance Certificate shall be issued following the security vetting conducted in accordance with the national legislation of each Party, and shall correspond to the level required for access to national Classified Information of the equivalent Security Classification.

On request, the Competent Security Authorities/Designated Security Authorities of the states of the Parties may assist each other, in accordance with the respective national legislations, in the vetting procedures related to the issue of Personnel Security Clearance Certificates and Facility Security Clearance Certificates/Industrial Security Authorizations.

The Parties shall mutually recognize the Personnel Security Clearance Certificates and Facility Security Clearance Certificates/Industrial Security Authorizations issued in accordance with the national legislations, as regards access to Classified Information exchanged under this Agreement.

ARTICLE 6
RELEASE OF CLASSIFIED INFORMATION

Release of Classified Information to Third Parties can only take place after a prior written consent of the Competent Security Authority of the originating Party, which may impose further limitations to the release.

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

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

ARTICLE 7
COMPETENT SECURITY AUTHORITIES

The Competent Security Authorities responsible, at national level, for the implementation and the control of the measures undertaken in the implementation of this Agreement are:

In Romania	In the Kingdom of Norway
Guvernul României Oficiul Registrului Național al Informațiilor Secrete de Stat București – Str. Mureș nr.4 sector 1 ROMÂNIA	Nasjonal sikkerhetsmyndighet Postboks 14 1306 Bærum postterminal NORWAY

In order to keep the same security standards, each Competent Security Authority shall provide, upon request, to the other Competent Security Authority information about its security organization and procedures. To this end, the Competent Security Authorities may also agree on mutual visits in both countries by certified officials.

ARTICLE 8
VISITS

Visits involving access to Classified Information or to premises where such information is created, handled or stored, or where activities involving Classified Information are carried out, shall only be granted by one Party to

visitors from the state of the other Party if a prior written permission from the Competent Security Authority / Designated Security Authority of the receiving Party has been obtained. Such permission shall only be granted to persons who hold appropriate Personnel Security Clearance Certificates and have a Need-to-Know.

Visits shall normally be notified twenty (20) working days in advance.

In urgent cases, the request for visit could be transmitted earlier, but not less than five (5) working days before.

A request for visit shall include:

- a) visitor's surname, name, place and date of birth, nationality, employer, passport or other identity documents of the visitor;
- b) confirmation of the visitor's Personnel Security Clearance Certificate in accordance with the purpose of the visit;
- c) detailed specification of the purpose of the visit or visits;
- d) expected date and duration of the requested visit or visits;
- e) point of contact at the premises to be visited, previous contacts and any other information useful to determine the justification of the visit or visits.

The validity of visit authorizations shall not exceed twelve (12) months.

Each Party shall guarantee the protection of personal data of the visitors according to its national legislation.

ARTICLE 9 INDUSTRIAL SECURITY

In the event that a Party or a legal entity of its state intends to award a Classified Contract to be performed within the territory of the state of the other Party, then 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 own national legislation.

Prior to releasing to Contractors / Sub-Contractors or to prospective Contractors / Sub-Contractors any Classified Information received from the other Party, the receiving Party, through the Competent Security Authority, shall:

- issue a Facility Security Clearance Certificate/Industrial Security Authorization of an appropriate level to the Contractors/Sub-Contractors or to prospective Contractors / Sub-Contractors, provided they have met the requirements for its issue;
- confirm that all personnel whose duties require access to Classified Information hold Personnel Security Clearance Certificates of an appropriate level.

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

More detailed procedures related to industrial activities involving Classified Information may be developed and agreed between the Competent Security Authorities of the states of the Parties.

The Parties shall ensure the 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 legislations.

ARTICLE 10 TRANSMISSION OF CLASSIFIED INFORMATION

Classified Information shall normally be transmitted by diplomatic or military courier. The receiving Party shall confirm the receipt of Classified Information.

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 the security measures for each such case.

Other approved means of transmission or exchange of Classified Information may be used, if agreed on by both Competent Security Authorities.

The exchange of Classified Information through information and communications systems shall take place in accordance with the security procedures established through mutual arrangements agreed on by both Competent Security Authorities.

ARTICLE 11 BREACHES OF SECURITY AND COMPROMISE OF CLASSIFIED INFORMATION

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 Breach of Security occurred, shall promptly inform the Competent Security Authority of the state of the other Party, ensure the proper security investigation of such event and the necessary measures to limit the consequences, in accordance with its national legislation. If required, the Competent Security Authorities shall cooperate in the investigation.

In case the compromise occurs in a third state, the Competent Security Authority of the state of the dispatching Party shall take action as of paragraph 1.

After completion of the investigation, the Competent Security Authority / Designated Security Authority of the state where the compromise or possible Compromise of Classified Information occurred, shall immediately inform in writing the Competent Security Authority of the state of the other Party on the findings and conclusions of the investigation.

ARTICLE 12 SETTLEMENT OF DISPUTES

Any dispute regarding the interpretation or implementation of this Agreement shall be settled by consultation between the Parties, and will not be referred to any national or international tribunal or Third Party for settlement.

ARTICLE 13 COSTS

Each Party shall bear its own costs related to the implementation of this Agreement.

ARTICLE 14 MUTUAL ASSISTANCE

The Parties may consult each other in the implementation and interpretation of the provisions of this Agreement.

Should the need arise, the Competent Security Authorities of the states of the Parties 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 15 RELATIONS TO EXISTING AGREEMENTS

After entering into force of this Agreement, Classified Information which has been exchanged on the basis of the Bilateral Security Agreement between the Ministry of National Defence of Romania and the Ministry of Defence of the Kingdom of Norway, done in Bucharest on 09.11.2000 and in Oslo on 15.01.2001 shall be protected according to the provisions of the present Agreement.

The provisions of Paragraph 1 shall also apply to the protection of Classified Information which has been exchanged on the basis of other agreements, previously concluded by the Parties.

When this Agreement enters into force the Bilateral Security Agreement between the Ministry of National Defence of Romania and the Ministry of Defence of the Kingdom of Norway, done in Bucharest on 09.11.2000 and in Oslo on 15.01.2001 shall be terminated.

ARTICLE 16 FINAL PROVISIONS

1. This Agreement is concluded for an indefinite period of time and is subject to approval in accordance with the national procedures of the state of each 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 necessary requirements for this Agreement to enter into force have been met.

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 the termination notice was served to the other 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.

4. 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 1 of this Article.

5. Each Party shall promptly notify the other Party of any changes to its national legislation that would affect the protection of Classified Information under this Agreement. In such case, the 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 Party.

Signed in Bucharest on May the 29th 2008, in two original copies, each one in the Romanian, Norwegian and English languages, all texts having equal validity. In case of divergence of interpretation, the English text shall prevail.

For the Government of
Romania

For the Government of
the Kingdom of Norway

MARIUS PETRESCU
Secretary of State
Director General
of the National Registry Office for
Classified Information

ØYSTEIN HOVDKINN
Ambassador