

**LAW No. 65 of 22 March 2007**

on the ratification of the Agreement between the Government of Romania and the Government of the Republic of Poland on the Mutual Protection of Classified Information, signed in Bucharest on 5 July 2006

**ISSUER: The PARLIAMENT**

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The Parliament of Romania adopts this law.

**SINGLE ARTICLE**

The Agreement between the Government of Romania and the Government of the Republic of Poland on the Mutual Protection of Classified Information, signed in Bucharest on 5 July 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 T R CIL**

Bucharest, 22 March 2007  
No. 65

# Agreement between the Government of Romania and the Government of the Republic of Poland on the Mutual Protection of Classified Information

The Government of Romania and the Government of the Republic of Poland, hereinafter referred to as "the Contracting Parties",  
Developing co-operation based on mutual interest and confidence,  
Having due regard for guaranteeing mutual protection of all information which has been classified pursuant to the internal legislation of either Contracting Party and transmitted to the other Contracting Party,

Have agreed as follows:

## **ARTICLE 1 DEFINITIONS**

For the purpose of this Agreement, the following terms are defined:

- a) "**Classified Information**" - any information which, irrespective of the form and manner of expression thereof, also during the preparation thereof, is classified according to the internal legislation of each Contracting Party as requiring protection against unauthorized disclosure;
- b) "**Competent Security Authority**" - a state authority competent for the protection of Classified Information as stated in Article 3;
- c) "**Authorized Entity**" - a body or an institution with competencies in the field of protection of Classified Information specified in the internal legislations of the Contracting Parties, authorized to issue, transmit, receive, store, protect and use Classified Information;
- d) "**Contractor/Subcontractor**" - an individual or a legal entity who intends to conclude or is a party to a Classified Contract;
- e) "**Classified Contract**" - an agreement between two or more Contractors/Subcontractors creating and defining enforceable rights and obligations between them, which contains or involves Classified Information;
- f) "**Prime-Contractor**" - a state body or legal entity which intends to grant or grants the performance of a Classified Contract in the territory of the state of the other Contracting Party;

g) **"Third Party"** - any individual, institution, national and international organization, public or private entity or a state that is not a party to this Agreement;

h) **"Personnel Security Clearance"** - a document attesting that the holder may have access to Classified Information in accordance with the internal legislation of the Contracting Party;

l) **"Facility Security Clearance"** - a document issued by the Competent Security Authority attesting that the Contractor/Subcontractor has the physical and organizational capability of using and storing Classified Information in accordance with the internal legislation of the Contracting Party;

j) **"Security Aspects Letter"** - a document issued by the Prime-Contractor related to a Classified Contract, identifying the security requirements or those elements of the contract requiring protection;

k) **"Security Classification Check-List"** - a listing of the information connected with the various aspects of a Classified Contract that should be classified according to a specified security classification level.

## **ARTICLE 2 SECURITY CLASSIFICATIONS**

The Contracting Parties agree that the following security classification levels are equivalent:

Romania	Republic of Poland	English language equivalent
STRICT SECRET DE IMPORTANT DEOSEBIT	CI LE TAJNE	TOP SECRET
STRICT SECRET	TAJNE	SECRET
SECRET	POUFNE	CONFIDENTIAL
SECRET DE SERVICIU	ZASTRZE ONE	RESTRICTED

### **ARTICLE 3**

#### **COMPETENT SECURITY AUTHORITY**

1. For the purpose of this Agreement, the Competent Security Authority shall be:

- for Romania: the National Registry Office for Classified Information;  
- for the Republic of Poland: the Head of the Internal Security Agency – in the civil sphere and the Head of the Military Information Services – in the military sphere.

2. In order to achieve and maintain comparable standards of security, the Competent Security Authorities of the Contracting Parties shall provide each other information about the adopted security standards, procedures and practices applicable for protection of Classified Information.

3. The Competent Security Authorities shall, upon request and taking into account their internal legislation, assist each other in the security clearance procedures for the issuance of the Personnel Security Clearance and the Facility Security Clearance.

4. The Competent Security Authorities may conclude agreements for the purpose of implementation of the provisions hereof.

### **ARTICLE 4**

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

1. In accordance with this Agreement and their internal legislation, the Contracting Parties shall adopt appropriate measures to protect Classified Information which is transmitted or originated as a result of their mutual co-operation.

2. The Contracting Parties shall provide for the information referred to in paragraph 1 at least the same protection as applicable to their own Classified Information under relevant security classification level, pursuant to Article 2.

3. Classified Information shall be used exclusively in accordance with the purpose for which it has been transmitted or originated.

4. The Contracting Party which has received the information referred to in paragraph 1 shall not release such information to any Third Party, without the prior written consent of the originating Contracting Party.

5. Under the provisions of paragraph 4, when the receiving Contracting Party transmits to a Third Party Classified Information of the originating Contracting Party, the receiving Contracting Party shall inform the originating Contracting Party of any breach of security occurred on the territory of the Third Party.

6. Classified Information transmitted hereunder shall be accessible only to those persons who have a need to know, who have been security cleared and authorized to have access to such information in accordance with the internal legislation of the Contracting Party.

7. The originating Contracting Party is exclusively authorized to change the security classification level or to declassify the transmitted Classified Information. The Competent Security Authorities and the Authorized Entities of the Contracting Parties shall inform each other of any changes in security classification levels or declassification of transmitted information.

8. The assignment of a security classification level to jointly created Classified Information, its change or the declassification of this information shall be made upon common consent of the Competent Security Authorities and the Authorized Entities of the Contracting Parties.

9. If either Contracting Party decides that transmission of Classified Information or implementation of a joint venture could jeopardize the sovereignty of the state of this Contracting Party, threaten its security or other important interests, or could cause damages to the legal system, may partially or completely refuse co-operation or make it dependent on certain conditions.

10. The Competent Security Authorities shall mutually recognize the Personnel Security Clearance and the Facility Security Clearance issued upon the security clearance procedure conducted in accordance with their internal legislations, after a prior written confirmation of the authenticity thereof by the Competent Security Authority. The Competent Security Authorities shall inform each other without delay about changes in access to Classified Information related to the implementation of this Agreement.

## **ARTICLE 5 CLASSIFIED CONTRACTS**

1. The Prime-Contractor may conclude a Classified Contract with the Contractor located in the territory of the state of the other Contracting Party. In such case the Prime-Contractor should obtain, through its Competent Security Authority, an assurance from the Competent Security Authority of the other Contracting Party that the Contractor is authorized to have access to Classified Information of the specified security classification level and that:

a) the Contractor was granted the Facility Security Clearance;

b) all of the Contractor's personnel whose positions and duties require access to Classified Information were granted the Personnel Security Clearance.

2. If the Contractor does not meet the requirements referred to in paragraph 1, the Competent Security Authority which is to issue the assurance shall immediately inform the Competent Security Authority of the other Contracting Party that, upon its request, necessary actions shall be taken for the issue to the Contractor of an authorization to have access to Classified Information.

3. Each Classified Contract shall be accompanied by the Security Aspects Letter and the Security Classification Check-List. Copies of these documents shall be submitted to the Competent Security Authority.

## **ARTICLE 6 MARKING OF CLASSIFIED INFORMATION**

1. Classified Information received from the other Contracting Party shall be marked with a security classification level, according to the corresponding classification level stipulated in Article 2.

2. Copies and translations of received Classified Information shall be marked and handled in the same manner as the originals, with the observance of the provisions stipulated in Article 8.

3. The requirements referred to in paragraphs 1 and 2 shall also apply to Classified Information originated in the performance of a Classified Contract.

**ARTICLE 7  
TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified Information shall be transmitted between the Contracting Parties followed by a written confirmation of receipt, through diplomatic channels or through other channels, ensuring protection against unauthorized disclosure, agreed upon by the Competent Security Authorities of both Contracting Parties.

2. Classified Information may be transmitted via protected information technology systems and networks which have been authorized for use pursuant to the internal legislation of either Contracting Party.

**ARTICLE 8  
REPRODUCTION AND TRANSLATION OF CLASSIFIED INFORMATION**

1. Classified Information marked with the STRICT SECRET DE IMPORTANT DEOSEBIT / CI LE TAJNE security classification level shall be reproduced only with a prior written permission issued by the Authorized Entity of the originating Contracting Party.

2. All reproduced Classified Information shall be placed under the same protection as the originals. The number of copies shall be restricted to that required for official purposes.

3. All translations of Classified Information shall be made by security cleared individuals. All translations shall bear an appropriate annotation in the language into which they have been translated stating that the translations contain Classified Information of the Authorized Entity.

**ARTICLE 9  
DESTRUCTION OF CLASSIFIED INFORMATION**

1. Classified Information shall be destroyed only with a written approval or at the request of the Authorized Entity or the Competent Security Authority which provided the Classified Information in such a manner as to eliminate the partial or total reconstruction of the same. The Authorized Entity or the Competent Security Authority which provided the Classified Information shall be informed of its destruction.

2. In the case that the Authorized Entity or the Competent Security Authority which provided the Classified Information does not agree to the destruction of the same, such Classified Information shall be returned to it.

3. Classified Information marked as STRICT SECRET DE IMPORTANT DEOSEBIT / CI LE TAJNE shall not be destroyed. It shall be returned to the Authorized Entity or the Competent Security Authority which provided the same.

## **ARTICLE 10 VISITS**

1. Persons arriving on a visit from either Contracting Party to the territory of the state of the other Contracting Party shall be allowed access to Classified Information to the necessary extent as well as to the premises where such Classified Information is handled only after a prior receipt of a written permit issued by the Competent Security Authority or the Authorized Entity of the other Contracting Party. The Authorized Entity shall inform the Competent Security Authority of its intention to issue such permit.

2. The permit referred to in paragraph 1 shall be granted exclusively to persons authorized to have access to Classified Information pursuant to the internal legislation of the Contracting Party delegating such persons.

3. To the extent required to obtain the permit referred to in paragraph 1, the personal data of the persons arriving on a visit to the other Contracting Party shall be transferred 25 working days in advance to the Authorized Entity or the Competent Security Authority of that Contracting Party.

4. The Authorized Entities or the Competent Security Authorities of both Contracting Parties shall inform each other of the details of an application for a visit and shall ensure the protection of personal data. The application shall contain at least the following:

- name of the proposed visitor, date and place of birth, nationality, passport/identity card number;
- official status of the visitor together with the name of the establishment, company or organization which he/she represents or belongs to;
- certification of level of security clearance of the visitor;



- name and address of the establishment, company or organization to be visited;
- name and status of the person(s) to be visited, if known;
- purpose of the visit;
- dates of arrival and departure.

## **ARTICLE 11 BREACH OF SECURITY REGULATIONS**

1. In the case of a breach of security regulations that results in a disclosure or threat of disclosure of Classified Information received from the Authorized Entity or the Competent Security Authority of the other Contracting Party, the Competent Security Authority of the Contracting Party on whose territory such event occurred, shall immediately inform the Competent Security Authority of the other Contracting Party thereof.

2. A breach of security regulations concerning mutual protection of Classified Information shall be investigated and prosecuted in accordance with the internal legislation of the Contracting Party on whose territory such breach occurred.

3. The Competent Security Authority of the Contracting Party on whose state territory the breach occurred shall immediately inform the Competent Security Authority of the other Contracting Party of the result of the actions referred to in paragraph 2.

## **ARTICLE 12 EXPENSES**

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

## **ARTICLE 13 CONSULTATIONS**

1. In order to achieve and maintain comparable standards of security, the Competent Security Authorities of the Contracting Parties shall currently inform each other about any amendments in their internal legislation regarding the protection of Classified Information related to this Agreement.

2. The Competent Security Authorities of the Contracting Parties shall consult each other upon request of one of them in order to ensure close co-operation in the implementation of the provisions of this Agreement.

3. Each Contracting Party shall allow representatives of the Competent Security Authority of the other Contracting Party to come on visits on its own territory to discuss the procedures for protection of Classified Information transmitted to it by the other Contracting Party.

#### **ARTICLE 14 SETTLEMENT OF DISPUTES**

1. Any disputes concerning the interpretation or application of this Agreement shall be settled by means of mutual consultation between the Competent Security Authorities.

2. If the settlement of a dispute may not be reached in the manner referred to in paragraph 1, such dispute shall be settled through diplomatic channels.

#### **ARTICLE 15 FINAL PROVISIONS**

1. This Agreement shall enter into force on the first day of the second month after the receipt of the latter of the notifications through which the Contracting Parties mutually inform each other on the completion of the internal legal procedures necessary in this regard.

2. This Agreement is concluded for an unlimited period of time. It may be denounced by either Contracting Party upon notice to the other Contracting Party. In such case this Agreement shall be terminated after six months following the receipt of the denunciation notice.

3. In the event of termination of this Agreement, Classified Information transmitted hereunder or originated in the course of the mutual co-operation of the Contracting Parties shall continue to be protected pursuant to the provisions hereof as long as required according to the security classification level.

4. This Agreement may be amended on the basis of mutual written consent of both Contracting Parties. The amendments shall enter into force in accordance with the provisions of paragraph 1.

Done in Bucharest on 5<sup>th</sup> of July 2006, in two original copies, each in the Romanian, Polish and English languages, all texts being equally authentic. In the case of any differences in interpretation, the English text shall prevail.

**FOR THE GOVERNMENT  
OF ROMANIA**

**FOR THE GOVERNMENT  
OF THE REPUBLIC OF POLAND**

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

**MAREK PASIONEK  
Under-Secretary of State  
in the Chancellery of  
the Prime Minister**