

**LAW No. 325 of 22 November 2007**

on the ratification of the Security Agreement between the Government of Romania and the Government of the Slovak Republic on the Mutual Protection of Classified Information, signed in Bucharest on 6 March 2007

**ISSUER: The PARLIAMENT**

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The Parliament of Romania adopts this law.

**SINGLE ARTICLE**

The Security Agreement between the Government of Romania and the Government of the Slovak Republic on the Mutual Protection of Classified Information, signed in Bucharest on 6 March 2007 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,  
NORICA NICOLAI**

Bucharest, 22 November 2007.  
No. 325

**SECURITY AGREEMENT BETWEEN THE GOVERNMENT OF ROMANIA AND  
THE GOVERNMENT OF THE SLOVAK REPUBLIC ON THE MUTUAL  
PROTECTION OF CLASSIFIED INFORMATION**

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

In order to safeguard the Classified Information exchanged directly or through other state bodies or legal 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 Security Agreement (hereinafter referred to as Agreement) shall form the legal basis of any activity, involving the exchange of Classified Information between the Contracting Parties through Competent Security Authorities or through other state bodies or legal entities in compliance with national legislation concerning the following cases:

a) cooperation between the Contracting Parties concerning the state defence and any other issue related to national security;

b) cooperation, joint ventures, contractual or any other relation between state bodies or legal entities of the states of the Contracting 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 Contracting Parties or their states which stem from international law. This Agreement 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 its physical form, to which a particular Security Classification has been assigned in compliance with national legislation 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, electronic, optical or video recordings in any form, as well as 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, either manufactured or in process of manufacture, to which a Security Classification has been assigned;

d) Security Classification means:  
the assignment of degree of Security Classification in accordance with the national legislation of the states of the Contracting Parties;

e) Classified Contract means:  
an agreement between two or more Contractors establishing or defining their rights and obligations and containing or implying Classified Information;

f) Contractor or Subcontractor means:  
a legal entity possessing the legal capability to conclude Classified Contracts;

g) Breach of Security means:  
an act or an omission contrary to national legislation, 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, authenticity or availability or when supporting services and resources have lost their integrity or availability. This includes loss, partial or total disclosure, unauthorized modification or destruction as well as denial of service;

i) Security Aspects Letter means:  
a document issued by the appropriate authority of the state of the originating Contracting Party as a part of any Classified Contract or subcontract, identifying the security requirements or the elements of the Classified Contract that require security protection;

j) Security Classification Check List means:  
a listing of Classified Information, materials or activities related to a Classified Contract and their Security Classification 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 secrecy level in compliance with the Need to Know principle;

l) Facility Security Clearance Certificate means:  
a document certifying that a legal entity is authorized to carry out industrial activities requiring access to Classified Information;

m) Need to Know means:  
a principle by which access to Classified Information may be granted individually, only to persons who, in performing their duties, need to work with or have access to Classified Information;

n) Competent Security Authority means:  
the institution listed in Article 7, empowered with authority at national level which, in compliance with the national legislation, ensures the unitary implementation of the protective measures for Classified Information;

o) Designated Security Authority means:  
an institution which, in compliance with the national legislation, 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 institution, national or international organization or legal entity which is not party to this Agreement.

### **ARTICLE 3**

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

(1) In accordance with the national legislation, the Contracting Parties shall take appropriate measures to protect Classified Information which is transmitted, received, produced or developed as a result of a contractual or any other relation between the legal entities of their respective states. The states of the Contracting Parties shall afford to all of the exchanged, received, produced or developed Classified Information the level of protection corresponding to the equivalent degree of Security Classification, according to Article 4.

(2) The receiving Contracting Party and the legal entities of its state shall neither use a lower Security Classification for the received Classified Information nor declassify it without 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 the Competent Security Authority of the receiving Contracting Party of any changes in Security Classification of the exchanged Classified Information.

(3) Reproduction or modification, by any means, of the received Classified Information shall be made only with the written consent of the originating Contracting Party. All reproductions of the Classified Information shall be marked with the same Security Classifications as the original and shall be protected in the same way. The number of copies shall be limited to that required for official purposes.

(4) Translation of Classified Information may be done only by persons holding Personnel Security Clearance Certificate corresponding to the Security Classification of the original document. The translation shall be marked with the same Security Classification as the original document.

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

(6) Copies of Classified Information marked STRICT SECRET DE IMPORTANTAN DEOSEBIT /PRÍSNE TAJNÉ/TOP SECRET may be done only on the basis of prior written approval of the Competent Security Authority of the state of the originating Contracting Party.

(7) Classified Information shall be destroyed in accordance with the national legislation only with prior written consent or at the request of the originating Contracting Party, in a manner preventing its reconstruction in whole or in part. Should the state of the originating Contracting Party not agree with the destruction of a particular Classified Information, this shall be returned to it.

(8) The state of the receiving Contracting Party shall inform the state of the originating Contracting Party of the destruction of Classified Information. The Classified Information marked STRICT SECRET DE IMPORTANTAN DEOSEBIT / PRÍSNE TAJNÉ/TOP SECRET shall not be destroyed but returned to the originating Contracting Party. In case of immediate danger, it may be destroyed without prior consent. The Competent Security Authority of the state of the originating Contracting Party shall immediately be notified of it.

(9) Access to Classified Information or to locations where activities involving Classified Information are performed or where Classified Information is stored, shall be allowed only to individuals having an appropriate Personnel Security Clearance Certificate, with the observance of the Need to Know principle.

(10) This Agreement shall not be invoked by either Contracting Party to obtain Classified Information that the other Contracting Party has received from any Third Party.

(11) Each state of Contracting Party shall supervise the observance of national legislation within the legal entities that hold, develop, produce or use Classified Information of the state of the other Contracting Party, by means of inter alia review visits.

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

(1) The Security Classifications applicable for marking the Classified Information exchanged within the framework of this Agreement shall be:

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

b) for the Slovak Republic: VYHRADENÉ (RESTRICTED), DÔVERNÉ (CONFIDENTIAL), TAJNÉ (SECRET) and PRÍSNE TAJNÉ (TOP SECRET).

(2) The Contracting Parties have determined the equivalence of the Security Classifications as follows:

<b>For Romania</b>	<b>For Slovak Republic</b>	<b>English Equivalent</b>
STRICT SECRET DE IMPORTANT DEOSEBIT	PRÍSNE TAJNÉ	TOP SECRET
STRICT SECRET	TAJNÉ	SECRET
SECRET	DÔVERNÉ	CONFIDENTIAL
SECRET DE SERVICIU	VYHRADENÉ	RESTRICTED

## **ARTICLE 5 SECURITY CLEARANCE**

(1) Each Contracting Party shall guarantee that any individual, who, due to his/her position, needs access to Classified Information, shall hold a valid Personnel Security Clearance Certificate issued in accordance with the respective national legislation and corresponding to the appropriate Security Classification.

(2) On request, the Competent Security Authorities of the states of the Contracting Parties shall assist each other in vetting procedures related to the issue of the Personnel and Facility Security Clearance Certificates, in accordance with their national legislations.

(3) The states of the Contracting Parties shall mutually recognize Personnel and Facility Security Clearance Certificates issued in accordance with their national legislations.

(4) The Competent Security Authorities are obliged to inform each other about any changes in the Personnel and Facility Security Clearance Certificates which are connected with the activities performed according to this Agreement, especially if they have been revoked or the degree of their Security Classification has been decreased.

## **ARTICLE 6 RELEASE OF CLASSIFIED INFORMATION**

(1) Release of Classified Information to Third Parties may take place only with prior written consent of the Competent Security Authority of the state of the originating Contracting Party, which may impose further limitations to the release.

(2) Each Contracting Party shall ensure that Classified Information received from the other Contracting Party is used for the purpose for which it has been released.

## **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 Slovak Republic
Guvernul României Oficiul Registrului Național al Informațiilor Secrete de Stat  București – Str. Mureș nr.4 sect.1  ROMANIA	Národný bezpečnostný úrad  Budatínska 30 85007 Bratislava  SLOVAK REPUBLIC

## ARTICLE 8 VISITS

(1) The Competent Security Authorities shall agree on mutual visits by their nationals.

(2) Visits to premises where Classified Information is developed, produced, handled or stored or where the activities stated 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.

(3) The request for visit shall be sent to the host state, as a rule ten working days before the planned visit.

(4) The request for visit shall include:

a) name and surname of the visitor, date and place of birth, passport number;

b) visitor's nationality;

c) position of visitor and name of institution or company (s)he is representative of, or name and closer identification of Classified Contract (s)he takes part in;

d) information on the degree of Personnel Security Clearance Certificate of the visitor;

e) purpose of the visit and estimated date of arrival and departure;

f) name of institution or company to be visited.



(5) In case of repeated visits the Competent Security Authorities/Designated Security Authorities shall approve the lists of regular visitors. These lists shall be valid for twelve months at maximum.

(6) Further procedures related to visits shall be developed and agreed upon by the Competent Security Authorities/Designated Security Authorities.

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

## **ARTICLE 9 INDUSTRIAL SECURITY**

(1) In the event that either Contracting Party or legal entities of its state intend to award a Classified Contract to be performed within the territory of the state of the other Contracting Party, the Contracting Party of the state in which its performance is to take place will assume responsibility for the protection of Classified Information related to the Classified Contract in accordance with its national legislation.

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

a) grant Facility Security Clearance Certificates of appropriate degree to the Contractors/Subcontractors or prospective Contractors/Subcontractors if they have met the requirements for the issue;

b) grant Personnel Security Clearance Certificates of appropriate degree to all personnel whose duties require access to Classified Information if they have met the requirements for the issue.

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

(4) The Contracting Parties shall ensure protection of copyrights, industrial property rights – including patents – and any other rights connected with the Classified Information exchanged between their states, according to their national legislations.

## **ARTICLE 10**

### **TRANSMISSION OF CLASSIFIED INFORMATION**

(1) Classified Information shall be transmitted by diplomatic or military courier or other means agreed upon 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 agree upon 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 upon 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 an actual or possible Compromise of Classified Information, the Competent Security Authority of the state of the Contracting Party where it occurred shall inform as soon as possible the Competent Security Authority of the state of the other Contracting Party, shall ensure proper investigation of the event and take the necessary measures to limit the consequences, in accordance with the national legislation. If necessary, the Competent Security Authorities shall cooperate in the investigation upon request.

(2) In case the Compromise of Classified Information occurs in a third state the Competent Security Authority of the state of the dispatching Contracting Party shall take the actions stated in Paragraph 1.

(3) After completion of investigation the Designated Security Authority of the state in which the actual or possible Compromise of Classified Information occurred shall immediately inform through the Competent Security Authority of its state the Designated Security Authority of the state of the other Contracting Party on the findings and conclusions of the investigation in writing.

## **ARTICLE 12 SETTLEMENT OF DISPUTES**

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

## **ARTICLE 13 EXPENSES**

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

## **ARTICLE 14 MUTUAL ASSISTANCE**

(1) Each Competent Security Authority shall provide, upon request, to the other Competent Security Authority information about the national legislation, in order to keep the same security standards.

(2) Each Contracting Party shall assist personnel from the state of the other Contracting Party in the implementation and interpretation of the provisions of this Agreement.

(3) Should the need arise the Competent Security Authorities/Designated Security Authorities of the states of the Contracting Parties shall consult each other on specific technical aspects concerning the implementation of this Agreement and may agree upon conclusion of supplementary protocols to this Agreement.

## **ARTICLE 15 FINAL PROVISIONS**

(1) This Agreement is concluded for an indefinite period of time and enters into force on the first day of the second month after receiving the last written notification whereby the Contracting Parties inform each other of the fulfillment of all internal procedures necessary for its entry into force.

(2) Each Contracting Party has the right to terminate this Agreement in writing at any time. In such case the validity of this Agreement shall expire after 6 (six) months following the day on

which the notification of termination notice has been served 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.

(3) This Agreement may be changed and amended on the basis of the mutual consent of the Contracting Parties. Such changes and amendments shall be made in writing, entering into force in accordance with the provisions of Paragraph 1 and shall form an inseparable part of this Agreement.

(4) Each Contracting Party shall promptly notify the other Contracting Party of any changes of its national legislation that would affect the protection of Classified Information under this Agreement.

(5) With the entry into force this Agreement shall supersede the Agreement between the Government of Romania and the Government of the Slovak Republic on mutual protection of state secret information, materials and documents, signed in Bratislava on 3<sup>rd</sup> of September 1999.

Done in Bucharest on 6<sup>th</sup> of March 2007 in two original copies, each in the Romanian, Slovak and English languages, all texts having equal validity. In case of differences of interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF  
ROMANIA**

**FOR THE GOVERNMENT OF  
THE SLOVAK REPUBLIC**

**Prof. dr. MARIUS PETRESCU**

**FRANTIŠEK BLANÁRIK**

**Secretary of State**

**Director**

**Director General**

**of the National Security**

**of the National Registry  
Office for Classified**

**Authority**

**Information**

