

LAW No. 102 of 4 July 2012

on the ratification of the Agreement between the Government of Romania and the Government of the Republic of Slovenia on the Mutual Protection of Classified Information, signed in Bucharest on 29 June

ISSUER: The PARLIAMENT

PUBLISHED IN: The Official Journal no.491 of 18 July 2012

The Parliament of Romania adopts this law.

SINGLE ARTICLE

The Agreement between the Government of Romania and the Government of the Republic of Slovenia on the Mutual Protection of Classified Information, signed in Bucharest on 29 June 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
VASILE BLAGA**

Bucharest, 4 July 2012.
No. 102

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

The Government of Romania and the Government of the Republic of Slovenia, hereinafter referred to as the “Parties”,

wishing to ensure the protection of Classified Information exchanged between the Parties or between public and private entities subject to their respective national legislation, taking into consideration national interests and security,

have agreed on the following:

ARTICLE 1 APPLICABILITY

1. This Agreement shall form the basis of any activity involving, in compliance with the national legislation of the Parties, the exchange of Classified Information between the Parties or other state bodies or public and private entities of their states.

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. In accordance with their national legislation both Parties shall take all appropriate measures to ensure the protection of Classified Information which is exchanged between them or generated under this Agreement.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement these terms mean the following:

a) **Classified Information** means any information, regardless of its physical form, to which a classification level has been assigned in compliance with the national legislation and which shall be protected accordingly;

b) **Classified Contract** means a contract, a subcontract or a project, including pre-contractual activities, which contains Classified Information or involves access to it;

- c) **Originating Party** means the Party, including any public or private entity subject to its national legislation, which generates and releases Classified Information to the Recipient Party;
- d) **Recipient Party** means the Party, including any public or private entity subject to its national legislation, which receives Classified Information from the Originating Party;
- e) **Third Party** means a state or any public or private entity or an international organisation, which is not a party to this Agreement;
- f) **Need-to-Know** means a principle by which access to Classified Information may be granted to an individual only in connection with his/her official duties or tasks;
- g) **Personnel Security Clearance Certificate** means a document, issued in accordance with the national legislation, certifying that the holder may access Classified Information of a certain security classification level;
- h) **Facility Security Clearance Certificate** means a document, issued in accordance with the national legislation, certifying that a legal entity fulfils the conditions for handling classified information of a specific classification level and is authorised to perform activities related to a classified contract;
- i) **Compromise of Classified Information** means a situation when, due to a breach of security, Classified Information has lost its confidentiality, integrity or availability.

ARTICLE 3 COMPETENT SECURITY AUTHORITIES

The National Security Authorities designated by the Parties as responsible for the general implementation and the relevant controls of all aspects of this Agreement are:

1. In Romania:

Oficiul Registrului Național al Informațiilor Secrete de Stat

In the Republic of Slovenia:

Urad Vlade Republike Slovenije za varovanje tajnih podatkov

2. The National Security Authorities shall notify each other of any other competent security authorities that are responsible for the implementation of this Agreement.

3. The Parties shall inform each other of any subsequent changes of the National Security Authorities.

ARTICLE 4 SECURITY CLASSIFICATIONS

1. Classified Information released under this Agreement shall be marked with the appropriate classification level under the national legislation of each of the Parties.

2. The equivalence of the national classification markings is as follows:

Romania	Republic of Slovenia
STRICT SECRET DE IMPORTAN DEOSEBIT	STROGO TAJNO
STRICT SECRET	TAJNO
SECRET	ZAUPNO
SECRET DE SERVICIU	INTERNO

ARTICLE 5 ACCESS TO CLASSIFIED INFORMATION

1. Access to information classified SECRET DE SERVICIU/INTERNO shall be limited to persons who have been granted such access according to the national legislation, have a Need-to-Know, and have been briefed accordingly.

2. Access to information classified SECRET/ZAUPNO and above shall be limited to persons who have a Need-to-Know and who, in accordance with the national legislation, have been issued a Personnel Security Clearance Certificate corresponding to the classification level of the information to be accessed, and have been briefed accordingly.

3. The Parties shall mutually recognise their respective Personnel Security Clearance Certificates for information classified SECRET/ZAUPNO and above or written authorisations for information classified SECRET DE SERVICIU/INTERNO, which shall enable access to Classified Information according to the equivalence stated in Paragraph 2 of Article 4.

ARTICLE 6 PROTECTION OF CLASSIFIED INFORMATION

1. The Parties shall afford the same protection to Classified Information referred to in this Agreement as to their own information of the corresponding classification level.

2. The Originating Party shall inform the Recipient Party of any conditions of release or limitations on the use of Classified Information, and of any subsequent changes in the classification level.

3. The Recipient Party shall ensure that Classified Information is marked with an equivalent classification level in accordance with Paragraph 2 of Article 4, and that the classification level is not changed, downgraded, or declassified unless authorised in writing by the Originating Party.

ARTICLE 7 RESTRICTION OF USE OF CLASSIFIED INFORMATION

1. The Recipient Party shall use Classified Information only for the purpose for which it has been released and within the limitations stated by the Originating Party.

2. The Recipient Party shall not release Classified Information to a Third Party without the prior written consent of the Originating Party.

ARTICLE 8 TRANSMISSION OF CLASSIFIED INFORMATION

Classified Information shall be transmitted between the Parties through diplomatic or military channels or through other channels agreed upon by the National Security Authorities in accordance with the respective national legislation.

ARTICLE 9 REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. All reproductions and translations shall bear the same classification markings as the original Classified Information and shall be protected accordingly. The translations and the number of reproductions shall be limited to the minimum required for an official purpose.

2. All translations shall contain a suitable annotation, in the language of translation, indicating that they contain Classified Information of the Originating Party, including classification marking and the reference number of the original document.

3. Classified Information marked STRICT SECRET DE IMPORTANTAN DEOSEBIT /STROGO TAJNO shall be reproduced only upon the written permission of the Originating Party.

4. Classified Information marked STRICT SECRET DE IMPORTANTAN DEOSEBIT /STROGO TAJNO shall not be destroyed. It shall be returned to the Originating Party after it is no longer considered necessary by the Recipient Party.

5. In case of an imminent danger, Classified Information shall be destroyed without prior authorisation. The National Security Authority of the Originating Party shall immediately be notified of this.

6. Information classified STRICT SECRET/TAJNO or below shall be destroyed after it is no longer considered necessary by the Recipient Party, in accordance with its national legislation, with the prior written consent of the Originating Party.

ARTICLE 10 CLASSIFIED CONTRACTS

1. Before providing Classified Information related to a Classified Contract to contractors or sub-contractors, the National Security Authority of the Recipient Party shall:

a. confirm that contractors or sub-contractors participating in Classified Contracts have appropriate Facility Security Clearance Certificates, and their employees involved in Classified Contracts have appropriate Personnel Security Clearance Certificates; or

b. initiate upon request the appropriate procedure in accordance with the national legislation, in order to issue the relevant Facility Security Clearance Certificates or Personnel Security Clearance Certificates.

2. Either of the National Security Authorities may request that a security inspection is carried out at a facility to ensure continuing compliance with security standards in accordance with the national legislation.

3. A Classified Contract shall contain an annex with provisions on the security requirements and the classification of each aspect or element of the Classified Contract. A copy of such annex shall be submitted to the National Security Authorities of the Parties.

4. The Parties shall mutually recognise their respective Facility Security Clearance Certificates.

ARTICLE 11 VISITS

1. Visits necessitating access to Classified Information shall be subject to the prior permission of the National Security Authority of the host Party.

2. A request for visit shall be submitted to the National Security Authority at least 20 days prior to the commencement of the visit and shall include the following personal and other data:

a. The visitor's name, date and place of birth, nationality and ID card/passport number;

b. The visitor's position, with a specification of the employer which the visitor represents;

c. A specification of the activities in which the visitor participates;

d. The validity and level of the visitor's Personnel Security Clearance Certificate, if required;

e. The name, address, phone/fax number, e-mail and point of contact at the facility to be visited;

f. The purpose of the visit, including the highest level of Classified Information to be accessed;

g. The date and duration of the visit – in the case of recurring visits the total period covered by the visits shall be stated;

h. The date, signature and stamp of the National Security Authority of the sending Party.

3. In urgent cases, the National Security Authorities may agree on a shorter period for the submission of the request for visit.

4. The National Security Authorities may agree on a list of visitors entitled to recurring visits. This list shall be valid for an initial period not exceeding 12 months and may be extended for a further period of time not exceeding 12 months. A request for recurring visits shall be submitted in accordance with Paragraph 2. Once the list has been approved, visits may be arranged directly between the entities involved.

5. Any Classified Information acquired by a visitor shall be considered as Classified Information under this Agreement.

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

ARTICLE 12 SECURITY CO-OPERATION

1. In order to achieve and maintain comparable standards of security, the National Security Authorities shall, upon request, provide each other with information concerning their national security standards, procedures and practices for the protection of Classified Information. To this end the National Security Authorities may visit each other.

2. The National Security Authorities shall inform each other of security risks that may endanger the exchanged Classified Information.

3. On request, the National Security Authorities may, in accordance with their powers, assist each other in carrying out security clearance procedures.

4. The National Security Authorities shall promptly inform each other of any changes in mutually recognised Personnel Security Clearance Certificates and Facility Security Clearance Certificates.

5. The security and intelligence services of the Parties may exchange operative and/or intelligence information directly in accordance with national legislation.

**ARTICLE 13
COMPROMISE OF CLASSIFIED INFORMATION**

1. Each Party shall immediately notify the other Party in writing of any suspicion or discovery of a compromise of Classified Information exchanged under this Agreement.

2. The Recipient Party shall undertake all possible appropriate measures under its national legislation so as to limit the consequences of the compromise and to prevent further violations. On request, the Originating Party shall provide investigative assistance; it shall be informed in writing of the outcome of the investigation and the measures undertaken.

**ARTICLE 14
EXPENSES**

Each Party shall bear its own expenses incurred in the course of the implementation of this Agreement.

**ARTICLE 15
INTERPRETATION AND DISPUTE SETTLEMENT**

Any dispute between the Parties on the interpretation or application of this Agreement shall be resolved exclusively by means of consultation between the Parties.

**ARTICLE 16
FINAL PROVISIONS**

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

2. This Agreement may be amended at any time by the written consent of both Parties. Such amendments shall enter into force in accordance with Paragraph 1.

3. Each Party has the right to terminate this Agreement in writing at any time. In such a case the validity of the Agreement shall expire 6 months following the day on which the termination notice was received by the other Party.

4. Notwithstanding the termination of this Agreement, all Classified Information exchanged under this Agreement shall continue to be protected in accordance with the provisions stated in this Agreement until the Originating Party dispenses the Recipient Party from this obligation.

5. Implementing arrangements may be concluded for the implementation of this Agreement.

In witness whereof the undersigned, being duly authorised thereto, have signed this Agreement.

Done at.....on.....in two originals in the Romanian, Slovenian and English languages, each text being equally authentic. In case of different interpretation, the English text shall prevail.

**ON BEHALF OF
THE GOVERNMENT OF
ROMANIA**

**ON BEHALF OF
THE GOVERNMENT OF THE
REPUBLIC OF SLOVENIA**