

## **LAW No. 75 of 10 June 2014**

on the ratification of the Agreement between the Government of Romania and the Cabinet of Ministers of Ukraine on the Mutual Protection of Classified Information, signed in Bucharest on 22 October 2013

**ISSUER: The PARLIAMENT**

**PUBLISHED IN: The Official Journal no. 434 of 13 June 2014**

The Parliament of Romania adopts this law.

### **SINGLE ARTICLE**

The Security Agreement between the Government of Romania and the Cabinet of Ministers of Ukraine on the Mutual Protection of Classified Information, signed in Bucharest on 22 October 2013 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**

**VALERIU- TEFAN ZGONEA**

**p. PRESIDENT OF THE SENATE**

**IOAN CHELARU**

**Bucharest, 10 June 2014**

**No. 75**

# AGREEMENT BETWEEN THE GOVERNMENT OF ROMANIA AND THE CABINET OF MINISTERS OF UKRAINE ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Government of Romania and the Cabinet of Ministers of Ukraine, hereinafter referred to as "the Parties",

In order to ensure the protection of all Classified Information jointly produced or exchanged between the Parties directly or through public authorities and/or other legal entities, and within the framework of activities which fall under the responsibility of the Competent Security Authorities of the Parties,

Have agreed on the following:

## **ARTICLE 1 APPLICABILITY**

1. This Agreement shall form the basis for any exchange of Classified Information between the Parties directly or through the public authorities or other legal entities or the joint production of such information.
2. This Agreement shall not affect the commitments taken by each Party under other international agreements and shall not be used against the interests, the security and the territorial integrity of other States.

## **ARTICLE 2 DEFINITIONS**

For the purpose of this Agreement:

- a. Classified Information means:  
any information, regardless of its physical form, carrier and record mode, to which a particular security classification level has been assigned in compliance with national legislation and which shall be protected accordingly;
- b. Security Classification Marking means:  
marking indicating the security classification level assigned to Classified Information in accordance with national legislation of the Parties;
- c. Classified Contract means:  
an agreement in any form between public authorities and/or other legal entities of the States of the Parties involving Classified Information;

- d. Originating Party means:  
public authority or other legal entity of the State of the Party which originates and transfers Classified Information;
- e. Receiving Party means:  
public authority or other legal entity of the State of the Party which receives Classified Information of the Originating Party;
- f. Breach of Security means:  
an act or an omission contrary to national security regulations, that results in an actual or possible Compromise of Classified Information;
- g. 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 unauthorized destruction or denial of service;
- h. Personnel Security Clearance Certificate means:  
a document issued in accordance with the national legislation of the Parties certifying that, in performing his/her duties, the holder is authorized to have access to Classified Information of a certain security classification level, in compliance with the Need-to-Know principle;
- i. Need-to-Know means:  
a principle by which access to Classified Information may be granted individually only to those persons who, in performing their official duties, need to have access to such information;
- j. Competent Security Authority means:  
the institution empowered with authority at national level which, in compliance with the national legislations of the Parties, ensures the implementation of the protective measures for Classified Information. Such authorities are listed in Article 3.

**ARTICLE 3  
COMPETENT SECURITY AUTHORITIES**

1. The Competent Security Authorities of the Parties are:

<b>In Romania</b>	<b>In Ukraine</b>
Government of Romania National Registry Office for Classified Information 4 Mures Street Bucharest 1 ROMANIA	Security Service of Ukraine Volodymyrska St., 33 Kyiv UKRAINE

2. The Competent Security Authorities shall provide each other, upon request, with information about their security organization and procedures. To this end, the Competent Security Authorities shall agree on mutual visits.

3. The Competent Security Authorities shall notify each other any changes of their names or any transfer of their competence to other authorities.

**ARTICLE 4  
EQUIVALENCE OF SECURITY CLASSIFICATION MARKINGS**

1. The Parties have determined that the equivalence of the national Security Classification Markings is as follows:

<b>For Romania</b>	<b>For Ukraine</b>	<b>English language Equivalent</b>
STRICT SECRET DE IMPORTANT DEOSEBIT		TOP SECRET
STRICT SECRET		SECRET
SECRET	Ta	CONFIDENTIAL
SECRET DE SERVICIU		RESTRICTED

2. Each of the Parties shall mark all the Classified Information received from the other Party with the corresponding national Security Classification Marking according the equivalence stated in paragraph (1) of this Article.

## **ARTICLE 5 PROTECTION OF CLASSIFIED INFORMATION**

1. In accordance with their national legislation, the Parties shall take appropriate measures to protect Classified Information which is transmitted, received, produced or developed as a result of any agreement in any form between the public authorities and/or other legal entities of the States of the Parties. The Parties shall ensure to all the received or jointly produced Classified Information the same protection, as it is provided for the national Classified Information marked with the corresponding Security Classification Marking, according to paragraph (1) of Article 4 of this Agreement.

2. The Receiving Party shall neither assign a lower security classification level for the received Classified Information nor declassify it without the prior written consent of the Competent Security Authority of the State of the Originating Party. The Originating Party shall inform the Receiving Party of any changes in the security classification level of the transferred Classified Information.

3. All reproductions of Classified Information shall be marked with the same Security Classification Marking as the original Classified Information and shall be protected accordingly. The number of reproductions shall be limited to that necessary for official purposes.

4. The received Classified Information marked with a Security Classification Marking STRICT SECRET DE IMPORTANT DEOSEBIT / " " / TOP SECRET shall be reproduced or translated only with the prior written consent of the Originating Party.

5. Classified Information marked with the Security Classification Marking SECRET / " " / CONFIDENTIAL or STRICT SECRET / " " / SECRET may be destroyed only with the prior written consent of or at the request of the Originating Party in accordance with the national legislation of the Receiving Party, in such a manner that its reconstruction in whole or in part be impossible. The STRICT SECRET DE IMPORTANT DEOSEBIT / " " / TOP SECRET information shall not be destroyed but returned to the Originating Party.

6. The Receiving Party shall inform the Originating Party of the destruction of Classified Information.

7. 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.

8. Access to Classified Information received under this Agreement is allowed, with the observance of the Need-to-know principle, only to those individuals who have been granted a Personnel Security Clearance Certificate equivalent to security classification levels of the information for which the access is required, or who have been authorized in accordance with the national legislation.

9. None of the 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 Party. This Agreement shall not be invoked by either Party to obtain Classified Information that the other Party has received from a third party.

## **ARTICLE 6**

### **PERSONNEL SECURITY CLEARANCE CERTIFICATE**

1. The Personnel Security Clearance Certificate shall be granted following the security vetting procedure conducted in accordance with the national legislation of each Party.

2. On request, the Competent Security Authorities of the States of the Parties, taking into account the respective national legislation, shall assist each other in the vetting procedures related to the issuance of the Personnel Security Clearance Certificates and of the facility security clearance certificates. To this end specific arrangements may be agreed upon between the Competent Security Authorities of the States of the Parties.

3. The Parties shall mutually recognize the Personnel Security Clearance Certificates and the facility security clearance certificates issued in accordance with their national legislations.

4. Within the framework of the implementation of this Agreement, the Competent Security Authorities shall inform each other of any changes to the Personnel Security Clearance Certificates and to the facility security clearance certificates, in particular of their revoke.

## **ARTICLE 7 VISITS**

1. 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 of the host 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.
2. Visits shall be notified twenty (20) working days in advance.
3. In urgent cases, the request for visit could be transmitted later, but not less than five (5) working days before.
4. A request for visit shall include:
  - a. Visitor's first and last name, place and date of birth, nationality, passport or identity card number;
  - b. Name of the establishment, company or organization he/she represents or to which he/she belongs;
  - c. Name and address of the establishment, company or organization to be visited;
  - d. Confirmation of the visitor's Personnel Security Clearance Certificate or authorization;
  - e. Object and purpose of the visit or visits;
  - f. Expected date and duration of the requested visit or visits. In case of recurring visits the total period covered by the visits should be stated;
  - g. Name and phone number of the point of contact at the establishment/facility to be visited, previous contacts and any other information useful to determine the justification of the visit or visits;
  - h. The date, signature and stamping of the official seal of the Competent Security Authority.

5. The Competent Security Authority of the State of the host Party shall inform the security officers of the establishment, facility or organization to be visited of data of those persons confirmed for a visit.

6. In case of repeated visits the validity of visit authorizations shall not exceed twelve (12) months.

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

## **ARTICLE 8**

### **CLASSIFIED CONTRACTS**

1. In the event that either Party intends to grant a Classified Contract to be performed within the territory of the State of the other Party, the Receiving Party will assume responsibility for the protection of Classified Information related to the contract in accordance with its national legislation.

2. Before the Originating Party releases Classified Information to a public authority and/or to other legal entity of the State of the other Party, the Competent Security Authority of the State of the Receiving Party shall:

- a. Confirm that the respective public authority and/or other legal entity has the right to handle Classified Information or grant a facility security clearance certificate in accordance with the national legislation;
- b. Confirm that all personnel whose duties require access to Classified Information have been granted in accordance with the national legislation Personnel Security Clearance Certificates corresponding to the security classification level of the information.

3. The Parties shall ensure that every Classified Contract includes an appropriate security annex containing:

- a. A List of Classified Information to be transmitted or produced under the Classified Contract and its Security Classification Markings;
- b. Special demands on storage of Classified Information;
- c. Procedure for the communication of changes in the security classification level of Classified Information;
- d. Communication channels and means for electromagnetic transmission;



- e. Transmission procedure;
  - f. An obligation to notify any actual or suspected Compromise of Classified Information;
  - g. Procedures for settlement of disputes.
4. Detailed procedures related to Classified Contracts may be developed and agreed between the Competent Security Authorities of the States of the Parties.

## **ARTICLE 9 TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified Information shall be transmitted by diplomatic / military courier or by other means agreed upon by the Competent Security Authorities. The Receiving Party shall confirm in written to the Originating Party the receipt of Classified Information.
2. If a large consignment of Classified Information is to be transmitted, the Competent Security Authorities may mutually agree on and approve the means of transmission and security measures for each such case.
3. The exchange of Classified Information via electromagnetic means shall take place in accordance with the security procedures established through mutual arrangements by the Competent Security Authorities in accordance with national legislation.

## **ARTICLE 10 BREACHES OF SECURITY AND COMPROMISE OF CLASSIFIED INFORMATION**

1. In case of a Breach of Security the Competent Security Authority of the State of the Receiving Party shall inform the Competent Security Authority of the State of the Originating Party, ensure proper security investigation of such event and take the necessary measures to limit the consequences, in accordance with national legislation. If required, the Competent Security Authorities shall cooperate in the investigation.
2. In case the Compromise of Classified Information occurs on the territory of a third State the Competent Security Authority of the State of the transmitting Party shall inform the Competent Security Authority of the State of the Originating Party, ensure assistance in the security

investigation of such event and take the necessary measures to limit the consequences in accordance with national legislation.

3. After completing the investigation, the Competent 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 11 SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or implementation of this Agreement shall be settled by negotiation between the Parties and shall not be referred to any third party for settlement.

## **ARTICLE 12 COSTS**

Each Party shall independently bear the eventual costs related to the implementation of this Agreement in accordance with its national legislation.

## **ARTICLE 13 MUTUAL ASSISTANCE**

1. Each Party shall assist personnel from the State of the other Party in the implementation and interpretation of the provisions of this Agreement.

2. Should the need arise the Competent Security Authorities of the States of the Parties upon written request will have mutual consultations.

3. The Competent Security Authorities of the States of the Parties shall inform each other of any changes to the national legislation in the sphere of protection of Classified Information that would affect the implementation of this Agreement provisions.

## **ARTICLE 14 FINAL PROVISIONS**

1. This Agreement is concluded for an indefinite period of time and is subject to approval in accordance with national legislations 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 internal legal procedures necessary for this Agreement to enter into force have been completed.

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 termination was served to the other Party.

4. 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.

5. 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 (2).

6. Each Party shall promptly notify the other 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 Parties shall consult each other 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 22<sup>nd</sup> of October 2013, in two original copies each one in the Romanian, Ukrainian and English languages, all texts being equally authentic. In case of differences in the interpretation, the English text shall prevail.

**FOR THE GOVERNMENT  
ROMANIA**

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

**OF FOR THE CABINET OF MINISTERS  
OF UKRAINE**

**VOLODYMYR PORODKO  
Deputy Chairman  
of the Security Service of Ukraine**

