

**AGREEMENT
BETWEEN
THE AUSTRIAN FEDERAL GOVERNMENT
AND
THE GOVERNMENT OF THE CZECH REPUBLIC
ON
THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION**

The Austrian Federal Government and the Government of the Czech Republic (hereinafter referred to as "the Parties") -

Wishing to provide rules for the mutual protection of classified information exchanged or generated in the course of the cooperation between the Parties and between any natural or legal person under their jurisdiction -

Have agreed upon the following:

**ARTICLE 1
DEFINITIONS**

For the purposes of this Agreement:

"Classified information" means any information, regardless of its form, designated and marked as such in accordance with the applicable national law in order to ensure protection against unauthorized disclosure, misappropriation or loss.

"Applicable national law" means all the laws and regulations of either the Republic of Austria or the Czech Republic.

"Originator" means the originating Party as well as any natural or legal person under its jurisdiction which releases classified information.

"Receiver" means the receiving Party as well as any natural or legal person under its jurisdiction which receives classified information.

**ARTICLE 2
EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS**

The following security classification levels are equivalent:

Republic of Austria:	Czech Republic:	Corresponding expression:	English
STRENG GEHEIM	PŘÍSNĚ TAJNÉ	TOP SECRET	
GEHEIM	TAJNÉ	SECRET	
VERTRAULICH	DŮVĚRNÉ	CONFIDENTIAL	
EINGESCHRÄNKT	VYHRAZENÉ	RESTRICTED	

ARTICLE 3 COMPETENT STATE AUTHORITIES AND AGENCIES

The Parties shall notify each other through diplomatic channels of the State authorities and agencies competent for the implementation of this Agreement.

ARTICLE 4 PRINCIPLES OF THE PROTECTION OF CLASSIFIED INFORMATION

(1) The Parties shall take all appropriate measures in accordance with this Agreement and the applicable national law to ensure the protection of the released classified information and shall ensure the necessary control of this protection.

(2) The Parties shall afford released classified information at least the same level of protection as they afford their own classified information of the equivalent security classification level.

(3) Classified information to be released or generated in the course of cooperation under this Agreement shall be marked by the originator with the appropriate security classification markings in accordance with the national law applicable to the originator.

(4) Security classification markings shall only be altered or revoked by the originator. The receiver shall be informed in writing without delay about any alteration or revocation.

(5) Classified information shall only be used for the purpose it has been released for and under the conditions stipulated by the originator. It shall not be made accessible to a third party without prior written consent of the originator.

(6) Classified information generated in the course of cooperation under this Agreement shall be protected in the same way as released classified information.

ARTICLE 5 ACCESS TO CLASSIFIED INFORMATION, PERSONNEL SECURITY CLEARANCE

(1) Access to classified information shall be limited to persons duly authorized in accordance with the applicable national law.

(2) Within the scope of this Agreement, the Parties shall mutually recognise the personnel security clearances.

(3) Within the scope of this Agreement, the competent State authorities or agencies shall inform each other without delay in writing about any alteration with regard to personnel security clearances.

(4) The competent State authorities or agencies shall assist each other upon request and in accordance with the applicable national law when, in application of this Agreement, carrying out vetting procedures of persons staying or having stayed in the other State.

ARTICLE 6 CLASSIFIED CONTRACTS

(1) A "classified contract" means a contract between a principal from the State of one Party and a contractor from the State of the other Party, the implementation of which requires access to classified information or its generation.

(2) In the context of classified contracts, the Parties shall mutually recognise the facility security clearances.

(3) In the context of the preparation or conclusion of classified contracts, the competent State authorities or agencies shall inform each other upon request, whether the possible contractor is a holder of a valid personnel or facility security clearance or if the relevant proceedings have been initiated.

(4) Within the scope of this Agreement, the competent State authorities or agencies shall inform each other without delay in writing about any alteration with regard to facility security clearances.

(5) The competent State authorities or agencies shall assist each other upon request and in accordance with the applicable national law when, in application of this Agreement, carrying out security clearance procedures of facilities.

(6) The principal shall transmit to the contractor and to the competent State authority or agency of the contractor the necessary security requirements, including a list of the classified information to be released.

ARTICLE 7 TRANSMISSION

Classified information shall be transmitted through diplomatic channels or in any other way protected against unauthorized disclosure, misappropriation or loss agreed upon between the competent State authorities or agencies. Receipt of classified information shall be acknowledged in writing.

ARTICLE 8 REPRODUCTION AND TRANSLATION

(1) Copies and translations shall be protected in the same way as originals.

(2) Classified information shall only be reproduced or translated in accordance with the applicable national law. Classified information of the security classification level

TOP SECRET or its equivalent according to Article 2 shall only be reproduced or translated upon written consent of the originator.

(3) All translations shall indicate that they contain classified information of the originator.

ARTICLE 9 DESTRUCTION

Classified information shall be destroyed in accordance with the applicable national law. Classified information of the security classification level TOP SECRET or its equivalent according to Article 2 shall not be destroyed but shall be returned.

ARTICLE 10 VISITS

(1) Visits requiring access to classified information are subject to prior permission by the competent State authority or agency. The permission shall be granted only to persons duly authorized in accordance with the applicable national law to have access to classified information of the respective security classification level.

(2) Requests for visits shall be submitted through the competent State authorities or agencies at least two weeks prior to the visit, in urgent cases on shorter notice or under other procedures agreed between the competent State authorities or agencies. The protection of personal data shall be ensured.

(3) Requests for visits shall state in particular the following:

- a. purpose and proposed date of the visit;
- b. anticipated level of classified information to be involved during the visit;
- c. first name and family name, date and place of birth, nationality and passport or ID card number of the visitor;
- d. position of the visitor and name of the authority, agency or enterprise represented;
- e. validity and level of the personnel security clearance of the visitor;
- f. name, address, phone and fax number, e-mail address and point of contact of the authorities, agencies or facilities to be visited;
- g. date of the request and signature of the competent State authority or agency.

ARTICLE 11 BREACH OF SECURITY

(1) In the event of a suspected or established breach of security resulting in an unauthorized disclosure, misappropriation or loss of classified information falling under this Agreement, the competent State authority or agency of the receiver shall immediately inform the competent State authority or agency of the originator in writing.

(2) Breaches of security referred to in paragraph 1 shall be investigated and prosecuted in accordance with the national law applicable to the receiver. The originating Party shall provide assistance upon request.

(3) The competent State authorities or agencies shall inform each other about the result of the investigations and the measures taken.

ARTICLE 12 EXPENSES

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

ARTICLE 13 COMMUNICATION

(1) All communication under this Agreement shall be in English unless otherwise agreed.

(2) The competent State authorities or agencies shall inform each other of the respective national law on the protection of classified information and any amendments thereto.

(3) In order to ensure close cooperation in the implementation of this Agreement, the competent State authorities or agencies shall consult each other and facilitate the necessary mutual visits.

ARTICLE 14 SETTLEMENT OF DISPUTES

Any dispute regarding the application or interpretation of this Agreement shall be resolved by direct consultations between the competent State authorities or agencies or through diplomatic channels.

ARTICLE 15 FINAL PROVISIONS

(1) This Agreement is concluded for an indefinite period of time and shall enter into force on the first day of the second month following the day on which the Parties have notified each other of the completion of the internal procedures necessary for the entry into force of this Agreement.

(2) This Agreement may be amended by written consent of both Parties. Amendments shall enter into force in accordance with paragraph 1.

(3) Each Party may terminate this Agreement through diplomatic channels at any time. In such a case, the Agreement shall expire six months after the receipt of the

termination notice by the other Party. In the case of termination, classified information released or generated in application of this Agreement shall continue to be protected under the provisions of this Agreement until the originator dispenses the receiver from this obligation.

(4) This Agreement does not prejudice the rights and obligations of the Parties arising from other international agreements.

Done in Prague, on 24 September 2008 in two originals, in the German, Czech and English languages, each text being equally authentic. In the case of divergent interpretation the English text shall prevail.

For the Austrian Federal
Government:

Margot Klestil-Löffler m.p.

For the Government of the
Czech Republic:

Dušan Navrátil m.p.