

AGREEMENT
BETWEEN
THE AUSTRIAN FEDERAL GOVERNMENT
AND
THE GOVERNMENT OF HUNGARY
ON
THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION

The Austrian Federal Government and the Government of Hungary (hereinafter: "the Parties"),

Intending to ensure the protection of Classified Information exchanged between them or between legal entities or individuals under their jurisdiction,

Wishing to provide rules for the mutual protection of Classified Information exchanged or generated in the course of the cooperation between the Parties,

have agreed upon the following:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement,

- a) **“Classified Information”** means any information, regardless of its form, designated and marked as such in accordance with the national laws and regulations of either Party in order to ensure protection against unauthorized disclosure, misappropriation or loss;
- b) **“Competent Authority”** means the National Security Authority and any other competent authority and agency notified in accordance with Article 13;
- c) **“Personnel Security Clearance”** means the determination by a Competent Authority that an individual is eligible to have access to Classified Information in accordance with the national laws and regulations;
- d) **“Facility Security Clearance”** means the determination by a Competent Authority that a legal entity has the physical and organizational capability to meet the conditions for having access to and handling of Classified Information in accordance with the national laws and regulations;
- e) **“Classified Contract”** means a contract or subcontract between an Austrian legal entity or individual and a Hungarian legal entity or individual, the implementation of which requires access to Classified Information or its generation.
- f) **“Originator”** means the originating Party as well as any legal entity or individual under its jurisdiction which releases Classified Information.
- g) **“Receiver”** means the receiving Party as well as any legal entity or individual under its jurisdiction which receives Classified Information.
- h) **“Third Party”** means any legal entity or individual which is not an Originator or Receiver of the Classified Information transmitted in accordance with this Agreement, or any government not Party to this Agreement or any international organisation.

ARTICLE 2

EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS

The Parties agree on the equivalence of the following security classification levels:

Republic of Austria:	Hungary:	Corresponding English expression:
STRENG GEHEIM	„SZIGORÚAN TITKOS!”	TOP SECRET
GEHEIM	„TITKOS!”	SECRET
VERTRAULICH	„BIZALMAS!”	CONFIDENTIAL

EINGESCHRÄNKT

„KORLÁTOZOTT

RESTRICTED

TERJESZTÉSŰ!”

ARTICLE 3**MARKING**

(1) Classified Information to be transmitted shall be marked by the Originator in accordance with the appropriate security classification level in accordance with its national laws and regulations. The Receiver shall mark received Classified Information with a security classification level equivalent to the marking by the Originator.

(2) Classified Information generated, reproduced or translated in the course of cooperation under this Agreement shall also be marked.

(3) The security classification level shall only be altered or revoked with the written consent of the Originator. The Originator shall inform the Receiver without undue delay about any subsequent changes of the security classification level of the transmitted Classified Information.

ARTICLE 4**PRINCIPLES OF THE PROTECTION OF CLASSIFIED INFORMATION**

(1) The Parties shall take all appropriate measures in accordance with this Agreement and with national laws and regulations to ensure the protection of the transmitted Classified Information and shall provide for the necessary control of this protection.

(2) The Parties shall afford transmitted Classified Information at least the same level of protection as they afford their own Classified Information of the equivalent security classification level.

(3) Transmitted Classified Information shall only be made accessible to persons who are authorized in accordance with the national laws and regulations to have access to Classified Information of the equivalent security classification level and to the respective Classified Information.

(4) Transmitted Classified Information shall only be used for the purpose it has been released for and in accordance with special use conditions as determined by the Originator.

(5) A Party shall not make Classified Information accessible to a Third Party without the written consent of the Originator.

(6) Classified Information generated in the course of cooperation under this Agreement shall enjoy the same protection as transmitted Classified Information.

ARTICLE 5

SECURITY CLEARANCES

(1) Within the scope of this Agreement, each Party shall recognize the Personnel Security Clearances and Facility Security Clearances issued by the other Party.

(2) The Competent Authorities shall assist each other upon request and in accordance with the national laws and regulations during the procedures for the issuing of Personnel Security Clearances and Facility Security Clearances.

(3) Within the scope of this Agreement, the Competent Authorities shall inform each other without delay about any alteration with regard to Personnel Security Clearances and Facility Security Clearances, in particular about a revocation or an alteration of the security classification level.

(4) Upon request of the Competent Authority of the Originator, the Competent Authority of the Receiver shall issue a written confirmation that an individual is authorised to access Classified Information.

ARTICLE 6

CLASSIFIED CONTRACTS

(1) A Classified Contract shall contain provisions on the security requirements and on the security classification level of each element of the Classified Contract. If there are special project security instructions, a copy thereof shall be forwarded to the Competent Authority of the Party under whose jurisdiction the Classified Contract is to be implemented.

(2) On request, the Competent Authorities shall confirm that proposed contractors as well as individuals participating in pre-contractual negotiations or in the implementation of Classified Contracts have appropriate Personnel Security Clearance certificates or Facility Security Clearance certificates or that the relevant proceedings have been initiated.

(3) The Originator shall transmit to the Receiver and to the Competent Authority of the Receiver a list of the Classified Information to be transmitted under the Classified Contract.

ARTICLE 7

TRANSMISSION

(1) Classified Information shall be transmitted through diplomatic channels or any other channels as agreed upon between the Parties. Receipt of Classified Information shall be acknowledged in writing.

(2) The Parties may transmit Classified Information by electronic means in accordance with security procedures agreed upon by the Competent Authorities.

ARTICLE 8

REPRODUCTION AND TRANSLATION

(1) The reproduction and translation of Classified Information may be restricted or excluded by the Originator. The number of reproductions shall be limited to that required for official purposes.

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

(3) Translations of Classified Information released under this Agreement shall bear a note in the language of translation indicating that they contain Classified Information of the Originator.

(4) Classified Information marked as GEHEIM / TITKOS / SECRET and above shall be reproduced or translated only with the written consent of the Originator.

(5) Classified Information shall only be translated by persons authorized to have access to Classified Information of the respective security classification level.

ARTICLE 9

DESTRUCTION

(1) Classified Information shall be destroyed in a verifiable way and in a manner that does not permit a full or partial reconstruction. Classified Information marked as **STRENG GEHEIM / SZIGORÚAN TITKOS / TOP SECRET** shall not be destroyed but shall be returned.

(2) In case of a crisis situation in which it is impossible to protect or return Classified Information transmitted or generated under this Agreement, the Classified Information shall be destroyed immediately. The Receiver shall inform the Competent Authority of the Originator about this destruction as soon as possible.

ARTICLE 10

VISITS

(1) Visits requiring access to Classified Information are subject to prior permission by the Competent Authority of the host Party. The permission shall be granted only to persons authorized in accordance with the national laws and regulations to have access to Classified Information of the respective security classification level.

(2) Requests for visits shall be submitted to the Competent Authority of the host Party at least 20 days prior to the visit. In urgent cases a shorter period may be agreed upon between the Competent Authorities. The Competent Authorities shall inform each other about the details of the visit and ensure the protection of personal data.

(3) Requests for visits shall be made in English and shall state in particular the following:

- a. purpose, proposed date and duration of the visit, in case of recurring visits the total period of time covered by the visits;
- b. first name and family name, date and place of birth, citizenship and passport or ID card number of the visitor;
- c. position of the visitor and name of the authority, agency or enterprise represented;
- d. validity and level of the Personnel Security Clearance of the visitor;
- e. name, address, phone and fax number, e-mail address and point of contact of the authorities, agencies or facilities to be visited;
- f. date of the request and signature and stamping of the official seal of the Competent Authority.

(4) The Competent Authorities may agree on procedures of recurring visits.

(5) Classified Information acquired by a visitor shall be considered as Classified Information received under this Agreement.

ARTICLE 11

BREACH OF SECURITY

(1) In the event of a suspected or established unauthorized disclosure, misappropriation or loss of Classified Information falling under this Agreement, the Competent Authority of the Receiver shall immediately inform the Competent Authority of the Originator in writing.

(2) Violations of the provisions on the protection of Classified Information falling under this Agreement shall be investigated and prosecuted in accordance with the national laws and regulations. The Parties shall assist each other upon request.

(3) The Parties shall inform each other in writing in accordance with national laws and regulations about the circumstances of the breach of security, the extent of the damage, the measures adopted for its mitigation and the outcome of the investigation.

ARTICLE 12

EXPENSES

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

ARTICLE 13

COMPETENT AUTHORITIES

The Parties shall notify each other through diplomatic channels of the Competent Authorities responsible for the implementation of this Agreement.

ARTICLE 14

CONSULTATIONS

(1) In order to maintain comparable standards of security, the Competent Authorities shall on request inform each other of their respective national laws and regulations on the protection of Classified Information and their application. The Parties shall inform each other of any subsequent changes of their relevant national laws and regulations.

(2) In order to ensure close cooperation in the implementation of this Agreement, the Competent Authorities shall consult each other and facilitate the necessary mutual visits.

ARTICLE 15

SETTLEMENT OF DISPUTES

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

ARTICLE 16

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 mutual 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 transmitted or generated in application of this Agreement shall continue to be protected under the provisions of this Agreement.

Done in Budapest on 22 March 2013 in two originals in the German, Hungarian and English languages, all texts being equally authentic.

For the Austrian Federal Government:

Michael Zimmermann m.p.

For the Government of Hungary:

Mihály Zala m.p.