

**AGREEMENT
BETWEEN
THE AUSTRIAN FEDERAL GOVERNMENT
AND
THE COUNCIL OF MINISTERS OF BOSNIA AND HERZEGOVINA ON
THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION**

The Austrian Federal Government and the Council of Ministers of Bosnia and Herzegovina (hereinafter referred to as "the Parties") -

intending to ensure the security of all classified information designated and marked as such in accordance with national law of either Party and transmitted to the other Party,

wishing to provide rules for the mutual protection of classified information transmitted 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 law of either Party in order to ensure protection against unauthorized disclosure, misappropriation or loss.
- b) "Transmitted Classified Information" means Classified Information which, regardless of its mode of transmission, is exchanged in accordance with this Agreement.
- c) "Competent Authority" means the National Security Authority and any other competent authority and agency notified in accordance with Article 2.
- d) "Personnel Security Clearance" means the confirmation by a Competent Authority that an individual is eligible to have access to Classified Information in accordance with national law.
- e) "Facility Security Clearance" means the confirmation by a Competent Authority that a legal entity has the physical and organizational capability to meet the conditions for access to and handling of Classified Information in accordance with national law.
- f) "Classified Contract" means a contract or subcontract between a legal entity or individual of one Party and a legal entity or individual of the other Party, the implementation of which requires access to Classified Information or its generation.

g) “Originator” means the Party as well as any legal entity or individual under its jurisdiction which releases Classified Information.

h) “Receiver” means the Party as well as any legal entity or individual under its jurisdiction which receives Classified Information.

i) “Third Party” means a legal entity or an individual which is not an Originator or Receiver of the Classified Information transmitted in accordance with this Agreement, a government not Party to this Agreement or an international organisation.

ARTICLE 2 COMPETENT AUTHORITIES

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

ARTICLE 3 EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS

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

Republic of Austria:	Bosnia and Herzegovina:	Corresponding English expression:
STRENG GEHEIM	VRLO TAJNO	TOP SECRET
GEHEIM	TAJNO	SECRET
VERTRAULICH	POVJERLJIVO	CONFIDENTIAL
EINGESCHRÄNKT	INTERNO	RESTRICTED

ARTICLE 4 MARKING

(1) Classified Information to be transmitted shall be marked by the originator in accordance with the appropriate security classification level. The receiver shall mark received Classified Information with the 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 with the appropriate security classification level.

(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 delay about any alteration or revocation of the security classification level of the transmitted Classified Information.

ARTICLE 5

PRINCIPLES OF THE PROTECTION OF CLASSIFIED INFORMATION

- (1) The Parties shall take all appropriate measures 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 used for the purpose it has been released for.
- (4) Transmitted Classified Information shall only be made accessible to persons who are authorized in accordance with national law to have access to Classified Information of the equivalent security classification level and who require this access for the exercise of their duties (“need to know” principle).
- (5) A Party shall not make Classified Information accessible to a third party without the prior written consent of the Competent Authority 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 6

PERSONNEL SECURITY CLEARANCE

- (1) Within the scope of this Agreement, each Party shall recognize the Personnel Security Clearances issued by the other Party.
- (2) The Competent Authorities shall assist each other upon request and in accordance with national law in carrying out vetting procedures necessary for the application of this Agreement. The Competent Authorities shall consult with each other on the minimum of information necessary for vetting procedures.
- (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, 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 authorized to access Classified Information including his or her level of clearance.

ARTICLE 7 CLASSIFIED CONTRACTS

- (1) A Classified Contract shall contain provisions on the security requirements and on the classification level of the information to be released. A copy of the provisions shall be sent to the Competent Authority of the Parties.
- (2) In the context of Classified Contracts, each Party shall recognize the Facility Security Clearances issued by the other Party.
- (3) In the context of the preparation or conclusion of Classified Contracts, the Competent Authorities shall inform each other in writing upon request whether a valid Facility Security Clearance has been issued or the relevant proceedings have been initiated and about any additional security requirements.
- (4) The Competent Authorities shall inform each other about any Classified Contracts falling under this Agreement.
- (5) The Competent Authorities shall inform each other in writing without delay about any alteration with regard to Facility Security Clearances falling under this Article, in particular about a revocation or an alteration of the security classification level.
- (6) 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.
- (7) For the implementation of a Classified Contract a contractor may hire a subcontractor to fulfil a part of the Classified Contract. Subcontractors shall be subject to the same security requirements as those applicable for the contractor.

ARTICLE 8 TRANSMISSION

Classified Information shall be transmitted through diplomatic channels or any other channels as agreed upon between the Parties. Receipt of Classified Information marked VERTRAULICH / POVJERLJIVO / CONFIDENTIAL and above shall be acknowledged in writing.

ARTICLE 9 REPRODUCTION AND TRANSLATION

- (1) The reproduction and translation of Classified Information may be restricted or excluded by the originator.
- (2) Classified Information marked as GEHEIM / TAJNO / SECRET or STRENG GEHEIM / VRLO TAJNO / TOP SECRET shall not be reproduced or translated without the prior written consent of the originator.

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

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

ARTICLE 10 DESTRUCTION

(1) Classified Information shall be destroyed in a verifiable way in accordance with national law of either Party and in a manner that does not permit a full or partial reconstruction.

(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 in accordance with paragraph (1) of this Article. The receiver shall inform the Competent Authority of the originator about this destruction as soon as possible.

ARTICLE 11 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 national law 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 fourteen working days prior to the visit, in urgent cases within a shorter period. The Competent Authorities shall inform each other about the details of the visit and ensure the protection of personal data in accordance with the national law.

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

- a. purpose and proposed date of the visit;
- 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 of the Competent Authority.

(4) The Competent Authorities of the Parties may draw up lists of individuals authorised to make recurring visits. The lists are valid for an initial period of twelve months. The terms of the respective visits shall be directly arranged with the appropriate points of contact in the legal entity to be visited by these individuals, in accordance with the terms and conditions agreed upon.

ARTICLE 12 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 national law. The Parties shall assist each other upon request.

(3) The Parties shall inform each other about the result of the investigations and the measures taken.

ARTICLE 13 EXPENSES

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

ARTICLE 14 CONSULTATIONS

(1) The Competent Authorities shall inform each other of the respective national laws and regulations on the protection of Classified Information and any significant amendments thereof.

(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 Sarajevo on 7 March 2019 in two originals in the English, German and official languages of Bosnia and Herzegovina (Bosnian, Croatian and Serbian), all texts being equally authentic. In case of divergence of interpretation the English text shall prevail.

For the
Austrian Federal Government:

Ulrike Hartmann m. p.

For the Council of Ministers of
Bosnia and Herzegovina:

Dragan Mektić m. p.