

SECURITY
AGREEMENT

BETWEEN

THE GOVERNMENT OF THE CZECH REPUBLIC

AND

THE GOVERNMENT OF THE GRAND DUCHY

OF LUXEMBOURG

ON THE RECIPROCAL EXCHANGE

AND PROTECTION

OF CLASSIFIED INFORMATION

The Government of the Czech Republic and the Government of the Grand Duchy of Luxembourg, hereinafter referred to as "the Parties", wishing to ensure the protection of Classified Information exchanged between them or between individuals and legal entities under the jurisdiction of their States, have, in mutual respect for national interests and security agreed upon the following:

ARTICLE 1 SCOPE OF THE AGREEMENT

1. The objective of this Agreement is to ensure the protection of Classified Information exchanged or generated in the course of co-operation between the Parties or individuals and legal entities under the jurisdiction of their States.
2. This Agreement shall apply to any contract or agreement as well as any other co-operation between the Parties or individuals and legal entities under the jurisdiction of their States, involving Classified Information.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement the following definitions shall be used:

"Classified Information" means any information that, regardless of its form, under the national laws and regulations of the State of either Party, requires protection against unauthorised disclosure, misappropriation or loss, and has been designated as such.

"Classified Contract" means a contract that contains or involves access to Classified Information.

"Originating Party" means the Party including individuals and legal entities under the jurisdiction of its State, which releases Classified Information.

"Recipient Party" means the Party including individuals and legal entities under the jurisdiction of its State, which receives Classified Information.

"Third Party" means any state including individuals and legal entities under its jurisdiction or any international organisation not being a party to this Agreement.

"Security Clearance" means a positive determination stemming from a vetting procedure that shall ascertain loyalty and trustworthiness as well as other security aspects of an individual or a legal entity in accordance with national laws and regulations.

ARTICLE 3
COMPETENT SECURITY AUTHORITIES

1. Competent Security Authorities responsible for the protection of Classified Information as well as the application of this Agreement are:

In the Czech Republic:

Národní bezpečnostní úřad

In the Grand Duchy of Luxembourg:

Service de Renseignement de l'Etat

Autorité nationale de Sécurité

2. Competent Security Authorities shall provide each other with official contact details.

ARTICLE 4
SECURITY CLASSIFICATION LEVELS

The equivalence of security classification level markings is as follows:

In the Czech Republic	In the Grand Duchy of Luxembourg
PŘÍSNĚ TAJNÉ	TRÈS SECRET LUX
TAJNÉ	SECRET LUX
DŮVĚRNÉ	CONFIDENTIEL LUX
VYHRAZENÉ	RESTREINT LUX

ARTICLE 5
ACCESS TO CLASSIFIED INFORMATION

Access to Classified Information released under this Agreement shall be limited only to those persons that have a "need to know", have personnel or facility security clearance and have been briefed on their rights and responsibilities regarding the protection of Classified Information, or that are otherwise duly authorised in accordance with the national laws and regulations of the State of the respective Party.

ARTICLE 6 SECURITY PRINCIPLES

1. The Originating Party shall:
 - a) ensure that Classified Information is marked with appropriate security classification level marking in accordance with Article 4 of this Agreement;
 - b) inform the Recipient Party of any release conditions of Classified Information if applicable;
 - c) inform the Recipient Party of any subsequent changes in the security classification of released Classified Information.
2. The Recipient Party shall:
 - a) ensure that Classified Information is marked with equivalent security classification level marking in accordance with Article 4 of this Agreement;
 - b) afford the same degree of protection to Classified Information as afforded to its national Classified Information of equivalent security classification level;
 - c) ensure that security classifications are not altered, except if authorised in writing by the Originating Party;
 - d) ensure that Classified Information received in accordance with this Agreement is not disclosed to a Third Party without the prior written consent of the Originating Party;
 - e) use Classified Information only for the purpose it has been released for and in accordance with handling requirements of the Originating Party.

ARTICLE 7 SECURITY CO-OPERATION

1. In order to maintain comparable standards of security, Competent Security Authorities shall, on request, inform each other of national security standards, procedures and practices for the protection of Classified Information. To this aim the Competent Security Authorities may conduct mutual visits.
2. On request, Competent Security Authorities shall, in accordance with the national laws and regulations of the States of the Parties, assist each other during the personnel and facility Security Clearance procedures.
3. The Parties shall recognise their personnel and facility Security Clearances in accordance with the national laws and regulations of their States. Article 4 of this Agreement shall apply accordingly.
4. Competent Security Authorities shall promptly notify each other about changes in recognised personnel and facility Security Clearances especially in cases of their revocation or termination.

ARTICLE 8
CLASSIFIED CONTRACTS

1. Classified Contracts shall be concluded and implemented in accordance with the national laws and regulations of the State of the respective Party regarding protection of Classified Information.
2. On request, Competent Security 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 or facility Security Clearances.
3. Each Competent Security Authority may request the Competent Security Authority of the other Party to carry out an inspection at a facility located on the territory of the State of that Party to ensure continuing compliance with security standards according to the national laws and regulations.
4. Classified Contracts shall contain programme security instructions on the security requirements and on the classification of each aspect or element of the Classified Contract. A copy of the programme security instructions shall be forwarded to the Competent Security Authority of the State of the Party under whose jurisdiction the Classified Contract is to be implemented.

ARTICLE 9
TRANSMISSION OF CLASSIFIED INFORMATION

Classified Information shall be transmitted in accordance with the national laws and regulations of the State of the Originating Party through diplomatic channels or as otherwise agreed between Competent Security Authorities.

ARTICLE 10
REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. Reproductions and translations of Classified Information shall bear appropriate security classification markings and shall be protected as the original Classified Information. The number of reproductions shall be limited to the minimum needed.
2. Translations shall bear a note in the language of translation indicating that they contain Classified Information of the Originating Party.
3. Classified Information marked as PŘÍSNĚ TAJNÉ/TRÈS SECRET LUX shall be translated or reproduced only with the prior written consent of the Originating Party.
4. Classified Information marked as PŘÍSNĚ TAJNÉ/TRÈS SECRET LUX shall not be destroyed but shall be returned to the Originating Party.

ARTICLE 11

VISITS

1. Visits requiring access to Classified Information are subject to the prior written consent of the respective Competent Security Authority, unless otherwise agreed between Competent Security Authorities.
2. A request for visit shall be submitted through Competent Security Authorities at least twenty days before the visit. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior co-ordination between Competent Security Authorities.
3. The request for visit shall include:
 - a) first and last name of the visitor, date and place of birth, nationality and passport/identification card number;
 - b) position of the visitor and specification of the facility, which the visitor represents;
 - c) details of the personnel Security Clearance of the visitor;
 - d) date and duration of the visit, in case of recurring visit the total period of time covered by the visits shall be stated;
 - e) purpose of the visit including the highest level of Classified Information to be involved;
 - f) name, address, phone/fax number, e-mail address and point of contact of the facility to be visited;
 - g) date, signature and stamping of the official seal of the Competent Security Authority.
4. Competent Security Authorities may agree on a list of visitors entitled to make recurring visits. Further details of the recurring visits are subject to the co-ordination between Competent Security Authorities.

ARTICLE 12

BREACHES OF SECURITY

1. The Competent Security Authorities shall immediately inform each other in writing of a breach of security resulting in loss, misappropriation or unauthorised disclosure of Classified Information or suspicion of such a breach.
2. The appropriate authorities of the Recipient Party shall investigate the incident without delay. The appropriate authorities of the Originating Party shall, if required, co-operate in the investigation.
3. In any case, the Competent Security Authority of the Recipient Party shall inform the Competent Security Authority of the Originating Party in writing 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 13

COSTS

Each Party shall bear its own costs resulting from the implementation of this Agreement.

ARTICLE 14

INTERPRETATION AND DISPUTES

Any dispute regarding the interpretation or application of this Agreement shall be settled by consultation between the Parties and shall not be referred to any national or international tribunal or Third Party for settlement.

ARTICLE 15

FINAL PROVISIONS

1. This Agreement is concluded for an indefinite period of time. This Agreement shall enter into force on the first day of the second month following the date of receipt of the last of notifications between the Parties, through diplomatic channels, stating that all the internal procedures necessary for this Agreement to enter into force have been fulfilled.
2. This Agreement may be amended on the basis of the mutual consent of the Parties. The Parties shall promptly notify each other of any changes to the national laws and regulations of their States that affect the protection of Classified Information released under this Agreement. The amendments to this Agreement shall enter into force in accordance with paragraph 1 of this Article.
3. Each of the Parties is entitled to terminate this Agreement in writing at any time. In such a case, the validity of this Agreement shall expire after six months following the day on which the other Party receives the written notice of the termination.
4. Regardless of the termination of this Agreement, all Classified Information released or generated under this Agreement shall be protected in accordance with the provisions set forth herein until the Originating Party dispenses the Recipient Party from this obligation.

Done in **Prague** on **11 April 2011** in two originals, in the Czech, French and English languages, all texts being equally authentic. In case of different interpretation of the provisions of this Agreement the English text shall prevail.

In witness of which the undersigned, duly authorised to this effect, have signed this Agreement.

For the Government of
the Czech Republic

Dušan Navrátil
Director of the National Security
Authority

For the Government of
the Grand Duchy of Luxembourg

Jean Faltz
Ambassador Extraordinary and
Plenipotentiary of the Grand Duchy of
Luxembourg to the Czech Republic