

LAW No. 177 of 16 December 2014

on the ratification of the Agreement between the Government of Romania and the Government of Georgia on the Mutual Exchange and Protection of Classified Information, signed in Tbilisi on 14 March 2014

ISSUER: The PARLIAMENT

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The Parliament of Romania adopts this law.

SINGLE ARTICLE

The Agreement between the Government of Romania and the Government of Georgia on the Mutual Exchange and Protection of Classified Information, signed in Tbilisi on 14 March 2014 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.

p. PRESIDENT OF THE CHAMBER OF DEPUTIES,
MIRON TUDOR MITREA

p. PRESIDENT OF THE SENATE,
Cristian-Sorin Dumitrescu

Bucharest, 16 December 2014.
No. 177

AGREEMENT BETWEEN THE GOVERNMENT OF ROMANIA AND THE GOVERNMENT OF GEORGIA ON THE EXCHANGE AND MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Government of Romania and the Government of Georgia hereinafter referred to as the “Parties”;

Having agreed to hold talks on political and security-related issues and to broaden and tighten their political, military and economic co-operation;

Being aware of the changes in the political situation in the world and recognizing the important role of their co-operation for the stabilization of peace, international security and mutual confidence;

Realizing that good co-operation may require exchange of classified information between the Parties;

Desiring to create a set of rules on the mutual protection of classified information applicable to any future co-operation agreements and classified contracts, which will be implemented between the Parties, containing or involving classified information;

Mutually respecting the sovereignty, equality, territorial integrity, security and interests of their states;

Have agreed as follows:

ARTICLE 1 OBJECTIVE AND SCOPE

(1) The objective of this Agreement is to ensure the protection of classified information that is exchanged or created in the process of cooperation between the Parties or between legal entities of the states of the Parties.

(2) This Agreement is applicable to any activity involving the exchange of classified information, conducted or to be conducted between the Parties or between legal entities of the states of the Parties.

(3) This Agreement shall not affect the commitments of both Parties which stem from other international agreements and shall not be used against the interests, security and territorial integrity of other states.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement:

- a) **“Classified information”** means any information, document or material, regardless of its physical form, to which a particular classification level has been assigned in compliance with the legislations of the states of the Parties and which shall be protected accordingly;
- b) **“Classification level”** means a category which, according to the legislation of the state of the Party, determines certain restrictions of access to classified information, measures of protection and markings;
- c) **“Contractor”** means an individual or a legal entity possessing the legal capacity to conclude contracts according to the terms set forth in this Agreement and the legislations of the states of the Parties;
- d) **“Classified contract”** means any contract, agreement or project that contains or involves access to classified information, or on the basis of which such information is generated;
- e) **“Breach of Security”** means an act or omission contrary to the legislation of the state of the Party which results or may result in unauthorized disclosure or destruction, misappropriation, damage or loss of classified information;
- f) **“Originating party”** means the Party including legal public and private entities of the state of the respective Party, which generates and releases classified information;
- g) **“Receiving party”** means the Party including legal public and private entities of the state of the respective Party, which receives Classified information;
- h) **“Personnel security clearance certificate”** means a document issued in accordance with the legislation of the states of the Parties, which ascertains the ability of an individual to have access to classified information in accordance with the relevant legislation of his/her state;
- i) **“Facility security clearance certificate”** means a document issued by the Competent Security Authority, which ascertains the physical and organizational capabilities of a legal entity to use and store classified information in accordance with the relevant legislation of its state;

j) **“Competent Security Authority”** means the institution listed in article 3, empowered with authority at national level which, in compliance with the legislations of the states of the Parties, ensures the unitary implementation of the protective measures for Classified information;

k) **“Need-to-know”** means the principle, according to which access to classified information may only be granted to a person who has a verified need to know such information in connection with his/her official duties, within the framework of which the information was released to the Receiving party.

ARTICLE 3 COMPETENT SECURITY AUTHORITIES

(1) The Competent Security Authorities responsible for the implementation of this Agreement are:

For Romania:

Government of Romania
National Registry Office for Classified Information
4 Mures St., District 1
Bucharest
ROMÂNIA

For Georgia:

Ministry of Internal Affairs of Georgia
10 General Gia Gulua St.
0114, Tbilisi
GEORGIA

(2) The Parties shall inform each other of any relevant change regarding the Competent Security Authorities by diplomatic channel.

(3) In order to achieve and maintain comparable standards of security, the Competent Security Authorities shall, on request, provide each other with information about the security standards, procedures and practices for the protection of classified information applied by the Parties. To this purpose, the Competent Security Authorities may also agree on mutual visits in both states by authorised officials.

(4) If the need arise, the Competent Security Authorities may conclude security arrangements on specific technical aspects concerning the implementation of this Agreement.

ARTICLE 4 EQUIVALENCE OF THE CLASSIFICATION LEVELS

The Parties determine that the equivalence of the national classification levels is as follows:

In Romania	In Georgia
STRICT SECRET DE IMPORTAN DEOSEBIT	ბანსაკუთრებული მნიშვნელობის gansakutrebuli mnishvnelobis
STRICT SECRET	სრულიად საიდუმლო sruliad saidumlo
SECRET	საიდუმლო saidumlo
SECRET DE SERVICIU	შეზღუდული სარგებლობისთვის shezgduli sargeblobistvis

ARTICLE 5 SECURITY CLEARANCE CERTIFICATES AND ACCESS TO CLASSIFIED INFORMATION

(1) Access to classified information and/or to locations and facilities where activities involving classified information are performed or where classified information is stored is allowed, with the observance of the Need-to-know principle, only to individuals authorised or having a personnel security clearance certificate valid for the classification level of the information for which the access is required.

(2) On request, the Parties, through their Competent Security Authorities, shall confirm that a personnel security clearance certificate or a facility security clearance certificate is granted to an individual or to a legal entity before accessing classified information of the originating party.

(3) The Competent Security Authorities shall inform each other about any modifications regarding the personnel security clearance certificates and facility security clearance certificates, which are connected to the cooperation under this Agreement.

(4) On request, the Competent Security Authorities of the Parties, taking into account the legislations of their states, shall assist each other in the procedure of granting the personnel security clearance certificates and the facility security clearance certificates of their nationals living or facilities located on the territory of the state of the other Party.

(5) The Parties shall mutually recognize the personnel and facility security clearance certificates issued in accordance with the legislations of the states of the Parties, as regards the access to classified information exchanged under this Agreement.

ARTICLE 6 MEASURES OF PROTECTION

(1) In compliance with this Agreement and the legislations of the states of the Parties, the Parties shall implement all appropriate measures for the protection of classified information which is exchanged or created under this Agreement. The same level of protection shall be ensured for the received classified information as it is provided for the national classified information with the equivalent classification level according to Article 4.

(2) The receiving party shall mark the received classified information with its own national classification level, in accordance with the equivalences referred to in article 4.

(3) The receiving party shall neither use a lower classification level for the received classified information nor declassify this information without the prior written consent of the originating party. The originating party shall inform the receiving party, through its Competent Security Authority of any changes in the classification level of the exchanged information.

(4) The assignment of a classification level to jointly created classified information, its change or the declassification of this information shall be made upon common consent of the Parties.

(5) Each Party shall ensure that classified information received from the other Party is used only for the purpose for which such information has been released. The originating party may impose special requirements for the released classified information.

(6) Translation and reproduction of classified information shall be made according to the following procedures:

a) the individuals shall hold the appropriate personnel security clearance certificates;

b) the translation and the reproduction shall be marked and placed under the same protection as the original classified information;

c) the translations and the number of reproductions shall be limited to that required for official purposes;

d) the translation shall bear an appropriate note in the language into which it is translated indicating that it contains classified information received from the originating party.

(7) Translations and reproductions of classified information may be limited or excluded by the originating party.

(8) Classified information marked as STRICT SECRET/ სტრუქტურალ სანიღუმლო shall be translated and reproduced only with the prior written consent of the originating party.

(9) Classified information marked as STRICT SECRET DE IMPORTANT DEOSEBIT /ბანსაკუმტრეპული მნიშვნელობის shall not be reproduced by the receiving party and shall be translated only with the prior written consent of the originating party.

(10) The destruction of classified information shall be made in accordance with the legislation of the state of the receiving party in such a manner that its reconstruction in whole or in part be impossible. The originating party shall be promptly notified about the destruction. Classified information STRICT SECRET DE IMPORTANT DEOSEBIT /ბანსაკუმტრეპული მნიშვნელობის shall not be destroyed, but returned to the originating party.

(11) In case of a situation that makes it impossible to protect and return classified information generated or transmitted according to this Agreement, classified information shall be destroyed immediately. The receiving party shall notify the originating party about the destruction of the classified information as soon as possible.

(12) The receiving party shall not disclose the classified information released or jointly created under this Agreement to any third state, international organization, entity or citizen of a third state whatsoever, without the prior written consent of the originating party.

ARTICLE 7 TRANSMISSION OF CLASSIFIED INFORMATION

(1) Classified information shall be transmitted by diplomatic channels, military courier or other means agreed on by the Competent Security Authorities, in accordance with the legislations of their states. The receiving party shall acknowledge in writing the receipt of the classified information.

(2) If a large consignment containing classified information is to be transmitted the Competent Security Authorities shall agree upon the means of transportation, the route and security measures for each such case.

(3) Classified information shall be transferred electronically in cryptic form, by using the cryptographic methods and devices mutually accepted by the Competent Security Authorities in accordance with the legislations of their states.

ARTICLE 8

VISITS

(1) Visits entailing access to classified information by citizens of the state of one Party to the territory of the state of the other Party are subject to prior written authorisation given by the Competent Security Authority of the host Party, according to the legislation of its state.

(2) The request for visit shall be submitted at least twenty days before the visit through the Competent Security Authorities, unless otherwise agreed between them. In urgent cases, the request for visit shall be transmitted at least five working days in advance.

(3) The request for visit shall include:

- a) visitor's first and last name, place and date of birth, nationality, passport or identification card number;
- b) name of the establishment, facility or organisation the visitor represents or belongs to;
- c) name and address of the establishment, facility or organisation to be visited;
- d) confirmation of the visitor's personnel security clearance certificate, its validity and the classification level of the information up to which it may grant access;
- e) object and purpose of the visit or visits;
- f) expected date and duration of the requested visit or visits, and in case of recurring visits, the total period covered by the visits should be stated;

g) name and phone number of the contact person at the establishment, facility or organisation to be visited, previous contacts and any other information useful to determine the justification of the visit or visits;

h) date, signature and stamping of the official seal of the Competent Security Authority.

(4) The Competent Security Authority of the Party receiving the request for visit shall inform, in due time, the Competent Security Authority of the requesting Party about the decision.

(5) Once the visit has been approved, the Competent Security Authority of the host Party shall provide a copy of the request for visit to the security officer of the establishment, facility or organisation to be visited.

(6) The validity of the visit authorisation shall not exceed twelve months.

(7) For classified contracts the Parties may agree on lists of authorized persons to make recurring visits. Those lists are valid for an initial period of twelve months. Further details of the recurring visits are subject to the co-ordination directly between the representatives of the entities involved, according to the terms and conditions agreed upon.

(8) All visitors shall comply with the security regulations and instructions of the host Party.

(9) The Parties shall guarantee the protection of personal data of the visitors according to the legislations of their states.

ARTICLE 9 CLASSIFIED CONTRACTS

(1) In the event that a Party or a legal entity of its state intends to conclude a classified contract to be performed within the territory of the state of the other Party, then the Party on whose state territory the performance is taking place will assume responsibility for the protection of classified information related to the contract in accordance with the legislation of its state and this Agreement.

(2) On request, the Competent Security Authorities shall confirm whether the proposed contractors as well as the individuals participating in pre-contractual negotiations or in the performance of classified contracts have been issued appropriate facility security clearance certificates and personnel security clearance certificates, before accessing classified information of the originating party.

(3) Every classified contract concluded between contractors, under the provisions of this Agreement, shall include an appropriate security annex identifying at least the following aspects:

- a) a listing of classified information related to the classified contract and its classification levels;
- b) procedure for the communication of changes in the classification levels of the exchanged information;
- c) communication channels and means for electromagnetic transmission;
- d) procedure for the transportation of classified information;
- e) an obligation to notify any actual or suspected breach of security.

(4) A copy of the security annex of any classified contract shall be forwarded to the Competent Security Authority of the Party on whose territory the classified contract is to be performed, in order to allow adequate security supervision and control.

(5) Classified contracts involving SECRET DE SERVICIU/ შვიზუფუფლი სარგებლობისთვის information shall contain an appropriate clause identifying the minimum measures to be implemented for the protection of such classified information.

(6) Any sub-contractor must fulfill the same security obligations as the contractor.

(7) The Competent Security Authorities may agree on mutual visits in order to analyze the efficiency of the measures adopted by a contractor or a sub-contractor for the protection of classified information involved in a classified contract.

(8) The Parties shall ensure protection of copyrights, industrial property rights – including patents, trade secrets and any other rights connected with the classified information exchanged between their states, according to the legislations of their states.

(9) Further detailed procedures related to classified contracts may be agreed upon between the Competent Security Authorities of the Parties.

ARTICLE 10 BREACH OF SECURITY

(1) In case of a breach of security involving classified information originated by and received from the other Party, the Competent Security Authority in

whose state the breach occurred shall inform the Competent Security Authority of the originating party as soon as possible and ensure the appropriate investigation. The Parties shall, if required, cooperate during the investigation.

(2) In case the breach of security occurs on the territory of a third state the Competent Security Authority of the dispatching party shall take the actions as of paragraph 1.

(3) In any case, the Competent Security Authority of the receiving 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 taken for its mitigation and the outcome of the investigation. In any case such notification must contain enough details so that the originating party may fully assess the consequences.

ARTICLE 11 SETTLEMENT OF DISPUTES

Any dispute regarding the interpretation or application of this Agreement shall be settled by consultations and/or negotiations between the Parties and shall not be referred to any national or international court or third Party for settlement. Pending such consultations, the Parties shall continue to fulfil their obligations deriving from this Agreement.

ARTICLE 12 EXPENSES

Each Party shall cover its own expenses incurred in connection with the implementation of this Agreement.

ARTICLE 13 FINAL PROVISIONS

(1) This Agreement is concluded for an indefinite period and shall enter into force on the first day of the next month following the day of the receipt of the last written notification, by which the Parties shall notify each other on the completion of internal procedures necessary for the entry into force of this Agreement.

(2) Changes and additions may be introduced to the Agreement upon mutual consent of the Parties, which shall be formed as a separate document and

enter into force in accordance with the first paragraph of this article. The document formed thereby, shall constitute an integral part of this Agreement.

(3) The Parties shall promptly notify each other of any changes to the legislations of their states that would affect the protection of classified information under this Agreement. In such case, the Parties shall consult to consider possible changes to this Agreement. In the meantime, classified information shall continue to be protected as provided herein.

(4) Each Party has the right to terminate this Agreement in writing at any time. In such a case the validity of the Agreement shall expire 6 months following the day on which the termination notice was received by the other Party.

(5) Notwithstanding the termination of this Agreement, all classified information exchanged under this Agreement shall continue to be protected in accordance with the provisions set forth herein until the originating party dispenses the receiving party from this obligation.

(6) On the date of entry into force of this Agreement, the *“Agreement between the Government of Romania and the Government of Georgia on the protection of the exchanged classified military information”*, signed at Bucharest, on 22nd July, 2003 shall be terminated. Classified information released under said Agreement shall be protected in accordance with the provisions of this Agreement.

Done in _____, on _____ 20____, in two original copies, each one in the Romanian, Georgian and English languages, all texts being equally authentic. In case of differences in interpretation, the English text shall prevail.

**FOR THE GOVERNMENT
OF ROMANIA**

**FOR THE GOVERNMENT
OF GEORGIA**

