

Agreement between the Government of the Slovak Republic and the Government of the Republic of Malta on Mutual Protection of Classified Information

The Government of the Slovak Republic and the Government of the Republic of Malta

(hereinafter referred to as “the Parties”),

Wishing to ensure protection of Classified Information exchanged between the States of the Parties or between the public legal entities and private legal entities under their jurisdiction, with respect to the national interests and security,

Have agreed as follows:

Article 1 Objective and Scope

1. The objective of this Agreement is to ensure protection of Classified Information that is commonly generated or exchanged between the States of the Parties.
2. This Agreement shall be applied to any contract or agreement as well as any other co-operation between the States of the Parties or between legal entities or individuals under their jurisdiction involving Classified Information.
3. This Agreement shall not cover the exchange of information related to direct cooperation between intelligence services of both States of the Parties.
4. This Agreement may not be invoked by either Party to obtain Classified Information that the other Party has received from a third party.
5. This Agreement shall be subject to the national legislations of the States of the Parties.

Article 2 Definitions

For the purposes of this Agreement:

- a) “**Classified Information**” means any information, document or material, irrespective of its form or nature, generated by or exchanged between the States of the Parties, requiring protection against unauthorized manipulation and having been classified in accordance with the respective national legislations;
- b) “**Originating Party**” means the State of the Party which transmits Classified Information to the State of the other Party;
- c) “**Receiving Party**” means the State of the Party to which Classified Information is transmitted by the State of the other Party;

- d) “**Competent Security Authority**” means the national security body responsible for the implementation and supervision of this Agreement;
- e) “**Classified Contract**” means a contract or subcontract between two or more Contractors, which contains or involves Classified Information;
- f) “**Contractor**” means an individual or a legal entity possessing the legal capacity to conclude Classified Contracts;
- g) “**Facility Security Clearance**” means the determination by the Competent Security Authority confirming, that the legal entity has the physical and organizational capability to use and store Classified Information in accordance with the respective national legislation;
- h) “**Personnel Security Clearance**” means the determination by the Competent Security Authority confirming, in accordance with the respective national legislation, that the individual is eligible to have access to Classified Information;
- i) “**Need-to-know**” means the necessity to have access to Classified Information in the scope of a given official position and for the performance of a specific task;
- j) “**Third Party**” means any State, organization, legal entity or individual, which is not a party to this Agreement.

Article 3 Security Classification Levels

The Parties agree that the following security classification levels are equivalent and correspond to the security classification levels specified in the national legislation of their respective States:

FOR THE SLOVAK REPUBLIC	FOR THE REPUBLIC OF MALTA	EQUIVALENT IN ENGLISH
PRÍSNE TAJNÉ	L-OGHLA SEGRETEZZA	TOP SECRET
TAJNÉ	SIGRIET	SECRET
DÔVERNÉ	KUNFIDENZJALI	CONFIDENTIAL
VYHRADENÉ	RISTRETT	RESTRICTED

Article 4 Competent Security Authorities

1. The Competent Security Authorities of the States of the Parties are:

For the Slovak Republic:

National Security Authority Budatínska 30
851 06 Bratislava
Slovak Republic

For the Republic of Malta:

National Security Authority
Ministry for Home Affairs, National Security and Law Enforcement (MHSE)

P.O. BOX 146 Valletta
Malta

2. The States of the Parties shall inform each other through diplomatic channels of any modification of contact data of the Competent Security Authorities.
3. On request, the Competent Security Authorities shall inform each other of respective national legislation on Classified Information and shall exchange information about the security standards, procedures and practices for the protection of Classified Information.

Article 5

Protection of Classified Information

1. In accordance with their national legislation, the States of the Parties shall take all appropriate measures for the protection of Classified Information, which is exchanged or generated under this Agreement. The same level of protection shall be assigned to such Classified Information as is provided for the national Classified Information of the equivalent security classification level in accordance with the Article 3.
2. The Originating Party shall inform the Receiving Party in writing about any change of the security classification level of the transmitted Classified Information.
3. Access to Classified Information shall be limited to persons on a Need-to-know basis who are authorized in accordance with the national legislation to have access to Classified Information of the equivalent security classification level.
4. Within the scope of this Agreement, each State of the Party shall mutually recognize the Personnel and Facility Security Clearances granted in accordance with the national legislation of the State of the other Party. The security clearances shall be equivalent in accordance with Article 3.
5. The Competent Security Authorities shall, in accordance with the national legislation, assist each other upon request at carrying out vetting procedures necessary for the application of this Agreement.
6. Within the scope of this Agreement, the Competent Security Authorities shall inform each other without delay about any alteration with regard to Personnel and Facility Security Clearances, in particular about their withdrawal or downgrading.
7. The Receiving Party shall:
 - a) submit Classified Information to any Third Party only upon prior written consent of the Originating Party;
 - b) mark the received Classified Information in accordance with the Article 3;
 - c) use Classified Information solely for the purposes it has been provided for.

Article 6
Transmission of Classified Information

1. Classified Information shall be transmitted in accordance with the respective national legislation through diplomatic channels unless otherwise agreed upon by the Competent Security Authorities. The Receiving Party shall confirm the receipt of Classified Information in writing.
2. Electronic transmission of Classified Information shall be carried out through certified cryptographic means agreed upon by the Competent Security Authorities.

Article 7
Reproduction and Translation of Classified Information

1. Translations and reproductions of Classified Information shall be made in accordance with the national legislation of the Receiving Party and the following procedures:
 - a) the translators shall be granted the appropriate Personnel Security Clearance in accordance with their national legislation;
 - b) the translations and the reproductions shall be marked and protected as the original Classified Information;
 - c) the translations and the number of copies shall be limited to that required for official purposes; and
 - d) the translations shall bear an appropriate note in the language of the translation indicating that it contains Classified Information received from the Originating Party.
2. Classified Information marked TAJNÉ or SIGRIET or above shall be translated or reproduced only upon prior written consent of the Originating Party.

Article 8
Destruction of Classified Information

1. Classified Information shall be destroyed so as to prevent its partial or total reconstruction.
2. Classified Information marked up to TAJNÉ or SIGRIET shall be destroyed in accordance with the national legislation.
3. Classified Information marked PRÍSNE TAJNÉ or L-OGHLA SEGRETEZZA shall not be destroyed. It shall be returned to the Competent Security Authority of the Originating Party.
4. A report on destruction of Classified Information shall be made and its translation in English shall be delivered to the Competent Security Authority of the Originating Party.

Article 9

Classified Contracts

1. A State of one Party, wishing to place a Classified Contract with a Contractor of the State of the other Party, or wishing to authorize one of its own Contractors to place a Classified Contract in the territory of the State of the other Party within a classified project shall obtain, through its Competent Security Authority, prior written assurance from the Competent Security Authority of the State of the other Party that the proposed Contractor is granted Facility Security Clearance of the appropriate security classification level in accordance with the respective national legislation.
2. A Classified Contract shall include a specific section or annex identifying the security requirements of the Classified Contract.
3. Each Classified Contract concluded in accordance with this Agreement shall include:
 - a) commitment of the Contractor to ensure that its premises have necessary conditions for handling and storing Classified Information of appropriate security classification level;
 - b) commitment of the Contractor to ensure that persons who perform duties requiring access to Classified Information are granted the appropriate level of Personnel Security Clearance;
 - c) commitment of the Contractor to ensure that all persons with access to Classified Information are informed of their responsibility towards the protection of Classified Information in accordance with the national legislation;
 - d) commitment of the Contractor to allow periodical security inspections of its premises;
 - e) list of Classified Information and list of areas in which Classified Information may arise;
 - f) procedure for reporting any changes in the security classification level of Classified Information;
 - g) list of communication means and electronic means for transmission;
 - h) procedure for the transportation of Classified Information;
 - i) list of appropriate authorized individuals or legal entities responsible for the co-ordination of the safeguarding of Classified Information related to the Classified Contract;
 - j) commitment of the Contractor to notify of any actual or suspected loss, leak or compromise of the Classified Information;
 - k) commitment of the Contractor to forward a copy of the Classified Contract to its own Competent Security Authority;
 - l) commitment of the subcontractor to fulfil the same security obligations as the Contractor.
4. As soon as pre-contractual negotiations begin between a potential Contractor in the territory of one State of the Parties and another possible Contractor located in the State of the other Party's territory, aiming at the signing of Classified Contracts, the Competent Security Authority shall inform the State of the other Party of the security classification level given to the Classified Information related to those pre-contractual negotiations.
5. Copy of each Classified Contract shall be forwarded to the Competent Security Authority of State of the Party where the work is to be performed, to allow adequate security supervision and control.
6. Representatives of the Competent Security Authorities may visit each other in order to analyze the efficiency of the measures adopted by a Contractor for the protection of Classified Information involved in a Classified Contract. Notice of the visit shall be provided, at least, twenty days in advance.

Article 10

Visits

1. Visits requiring access to Classified Information shall be subject to prior written consent given by the Competent Security Authority of the host State.
2. Visits involving access to Classified Information shall be allowed only if the visitors have been granted the appropriate Personnel Security Clearance and authorized to receive or to have access to Classified Information in accordance with their national legislation.
3. Visits involving access to Classified Information by nationals from a third state shall only be authorized by a common agreement between the Parties.
4. The Competent Security Authority of the host State shall receive a request for visit from the other Competent Security Authority at least thirty days in advance.
5. In urgent cases, the request for visit shall be transmitted in writing at least seven days in advance.
6. The request for visit shall include:
 - a) visitor's name and surname, place and date of birth, nationality, passport or identification document number;
 - b) name of the legal entity represented by the visitor;
 - c) name and address of the legal entity to be visited;
 - d) confirmation of the visitor's Personnel Security Clearance and its validity;
 - e) object and purpose of the visit, as well as a statement of the highest security classification level of the Classified Information to be involved;
 - f) expected date and duration of the requested visit. In case of recurring visits the total period covered by the visits shall be stated;
 - g) date, signature and stamping of the official seal of the Competent Security Authority.
7. 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 officers of the legal entity to be visited.
8. The validity of visit approval shall not exceed one year.
9. The Parties may draw up lists of individuals authorized to make recurring visits. The lists shall be valid for 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.
10. Either State of the Party shall guarantee the protection of personal data of the visitors according to its respective national legislation.

Article 11

Breach of Security

1. In case of breach of security that results in an actual or suspected compromise of Classified Information originated by or received from the State of the other Party, the Competent Security Authority of the State of the Party where the breach or compromise has occurred shall inform the Competent Security Authority of State of the other Party, as soon as possible, and initiate the appropriate investigation.
2. If a breach of security occurs during transportation in a Third Party, the Competent Security Authority of the dispatching State shall take the actions prescribed in Paragraph 1.
3. The other State of the Party shall, upon request, co-operate in the investigation in accordance with Paragraph 1.
4. The State of the other Party shall be informed of the results of the investigation and shall receive a report, in English, on the reasons and extent of the damage.

Article 12

Costs

Each Party shall bear its own costs incurred in the course of application and supervision of this Agreement.

Article 13

Settlement of Disputes

Any dispute regarding the interpretation or application of this Agreement shall be solved exclusively through diplomatic channels unless a settlement by the Competent Security Authorities can be achieved. Any dispute shall not be referred to any national or international tribunal or Third Party for settlement.

Article 14

Final Provisions

1. This Agreement is concluded for an indefinite period of time and enters into force on the first day of the second month after the date of the receipt of the latest written notification by which the Parties have notified each other, through diplomatic channels, that their national legal requirements necessary for its entry into force have been fulfilled.
2. This Agreement may be amended any time on the basis of mutual written approval of the Parties.
3. Each Party may, at any time, terminate this Agreement by written notification to the other Party, through diplomatic channels. In this case, the termination takes effect six months after the date of the receipt of the respective notification.

4. Notwithstanding the termination of this Agreement, the Parties shall ensure that all Classified Information shall continue to be protected until the Originating Party dispenses the Receiving Party from this obligation.
5. The State of the Party, in whose territory this Agreement is signed, shall submit it for registration to the Secretariat of the United Nations in accordance with the article 102 of the Charter of the United Nations and shall notify the State of the other Party thereof, including the respective number of the registration.

Done at, onin two originals, each one in the English language.

**For the Government of
the Slovak Republic**

**For the Government of
the Republic of Malta**