

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE CZECH REPUBLIC

AND

THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN

ON THE EXCHANGE

AND MUTUAL PROTECTION

OF CLASSIFIED INFORMATION

The Government of the Czech Republic and the Government of the Republic of Azerbaijan hereinafter referred to as "the Parties",

Wishing to further strengthen existing mutual friendly relations between the states of the Parties,

Recognizing the importance of the exchange of classified information for fruitful cooperation between the states of the Parties,

Having mutual interest to exchange classified information in accordance with the national legislation of the state of either Party,

Desiring to create a set of rules on the mutual protection of classified information exchanged between or generated by the states of the Parties,

Agreed upon the following:

ARTICLE 1 DEFINITIONS

For the purpose of this Agreement:

1. "classified information" means any information released, received or generated according to this Agreement that, in accordance with the national legislation of the state of either Party, requires protection against unauthorised disclosure, misappropriation or loss which can cause damage to national interests or security of the state of either Party, and has been marked with security classification level marking, regardless of its form;
2. "protection of classified information" means measures to prevent unauthorized disclosure, misappropriation or loss of classified information defined by the national legislation of the state of either Party;
3. "unauthorized disclosure, misappropriation or loss of classified information" means loss of confidentiality, integrity or availability of classified information as a result of a breach of rules on the protection of classified information defined by the national legislation of the state of either Party;
4. "security classification level marking" means the indication of security classification level given to the information;
5. "the authorized entities" means the state bodies and legal entities authorized in accordance with the national legislation of the state of either Party to handle classified information;
6. "the competent bodies" means the state bodies of the Parties responsible for the implementation and oversight of this Agreement;
7. "personnel security clearance" means an official document which stipulates that a natural person is eligible to have access to classified information;

8. "contract" means agreement between the authorized entities of the states of the Parties which contains or involves the exchange or generation of classified information;
9. "third party" means any state including legal entities or natural persons under its jurisdiction or international organization not being a party to this Agreement.

ARTICLE 2 THE OBJECTIVE OF THE AGREEMENT

1. The objective of this Agreement is to ensure the mutual protection of Classified Information exchanged or generated in the course of bilateral co-operation between competent bodies and authorized entities.
2. This Agreement shall not cover the exchange of classified information marked as PŘÍSNĚ TAJNÉ/XÜSUSI ƏHƏMIYYƏTLI/TOP SECRET.
3. This Agreement shall not apply to the exchange of Classified Information between the intelligence services of the states of the Parties.

ARTICLE 3 COMPARISON OF SECURITY CLASSIFICATION LEVELS

1. The equivalence of national security classification levels and appropriate security classification markings are as follows:

In the Czech Republic	In Azerbaijan Republic	Equivalence in English
TAJNÉ	TAM MƏXFİ	SECRET
DŮVĚRNÉ	MƏXFİ	CONFIDENTIAL
VYHRAZENÉ	No equivalent	RESTRICTED

2. Czech classified information marked as VYHRAZENÉ released to the Republic of Azerbaijan shall be protected as classified information marked as MƏXFİ.

ARTICLE 4 COMPETENT BODIES

1. Competent bodies:

On behalf of the Government of the Czech Republic – National Security Authority;
On behalf of the Government of the Republic of Azerbaijan – Ministry of National Security.

2. The competent bodies shall inform each other about their official contact details and other authorized entities that are also responsible for the implementation of this Agreement.

ARTICLE 5**MEASURES FOR THE PROTECTION OF CLASSIFIED INFORMATION**

1. The originating authorized entity shall:
 - a) ensure that classified information is marked with appropriate security classification level markings in accordance with the national legislation of its state;
 - b) inform the recipient authorized entity of any release conditions of classified information;
 - c) inform the recipient authorized entity of any subsequent changes in classification or declassification.

2. The recipient authorized entity shall:
 - a) ensure that classified information is marked with security classification level marking in accordance with Article 3 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 in accordance with Article 3 of this Agreement;
 - c) ensure that classified information is not declassified nor its classification changed, except if authorized in writing by the originating authorized entity;
 - d) ensure that classified information is not released to a third party without the prior written consent of the originating authorized entity;
 - e) use classified information only for the purpose it has been released for and in accordance with handling requirements stipulated by the originating authorized entity.

3. Access to Classified Information exchanged or generated according to this Agreement shall be limited to natural persons who are holders of the personnel security clearance or are otherwise duly authorized in accordance with the legislation of the state of the respective Party.

4. The Parties may recognize their personnel security clearances in accordance with the national legislation of their states. Article 3 paragraph 1 of this Agreement shall apply accordingly. The competent bodies shall promptly notify each other about changes in recognized personnel security clearances especially in cases of their revocation or termination.

ARTICLE 6**TRANSMISSION OF CLASSIFIED INFORMATION**

1. Prior to the release of classified information, the originating authorized entity shall request the prior written confirmation from the competent body of its state that the recipient authorized entity is eligible to handle classified information.

2. Classified information shall be transmitted directly between states of the Parties through diplomatic channels or the governmental courier service. The classified information may also be transmitted by electronic or other means in accordance with security procedures duly approved by the competent bodies. The recipient authorized entity shall confirm receipt of the information.

ARTICLE 7 EXPENSES

The Parties shall bear their own expenses incurred in the course of implementation of this Agreement.

ARTICLE 8 CONTRACTS

Negotiated contracts shall include the following:

- a) list of classified information and their security classification level markings;
- b) commitment to protect exchanged or generated classified information according to this Agreement;
- c) specification of security measures for protection of classified information related to the contract;
- d) conditions for the use of classified information;
- e) commitment to release classified information to a third party only upon the prior written consent of the originating authorized entity;
- f) rules for dispute settlement and reparation of eventual damage caused by unauthorized disclosure, misappropriation or loss of classified information.

ARTICLE 9 CONSULTATIONS

1. The competent bodies shall exchange the national legislation of their states concerning protection of classified information necessary for the implementation of this Agreement. The competent bodies shall promptly notify each other about changes in national legislation of their states related to this Agreement and which requires changes in it.
2. In order to maintain cooperation concerning implementation of this Agreement the competent bodies shall on request conduct consultations.
3. On request, the competent bodies shall, in accordance with the national legislation of their states, assist each other during the personnel security clearance procedures.

ARTICLE 10 VISITS

1. Visits requiring access to classified information are subject to the prior written consent of the respective competent body, unless otherwise agreed between the competent bodies.
2. Requests for visit shall be submitted through the competent bodies at least thirty days in advance of the starting date of the visit.
3. Requests for visit shall be submitted in accordance with national procedures of the host Party and shall include the following:
 - a) purpose of the visit including the highest level of classified information to be involved;
 - b) first and last name, place and date of birth, citizenship and passport number of the visitor;

- c) specialty and position of the visitor, name of the authorized body which the visitor represents;
- d) information about security clearance of the visitor;
- e) proposed date and duration of the visit;
- f) name, address, phone/fax number of the authorized entity to be visited;
- g) first and last name of the point of contact of the authorized entity to be visited;
- h) confirmation of the personnel security clearance of the visitors given by the competent body.

4. Visitors shall be briefed by the host authorized entity about their responsibility and the rules regarding the protection of classified information.

ARTICLE 11 BREACHES OF SECURITY

1. The competent bodies shall immediately inform each other of a breach of security resulting in an unauthorized disclosure, misappropriation or loss of classified information or suspicion of such a breach.
2. The competent body which identified the breach of security shall conduct all necessary actions in accordance with the national legislation of its state regarding the incident and inform the other competent body about the outcome and the measures adopted.

ARTICLE 12 DISPUTES

Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiation between the competent bodies of Parties.

ARTICLE 13 LANGUAGE OF COOPERATION

The cooperation under this Agreement shall be effected in the English language.

ARTICLE 14 AMENDMENTS

This Agreement may be changed or amended by mutual consent of the Parties which shall be incorporated by separate protocols, being an integral part of the present Agreement and entering into force under the terms of the Article 15 herein.

ARTICLE 15 EFFECTIVENESS, ENFORCEMENT PERIOD AND TERMINATION OF THE AGREEMENT

1. This Agreement shall enter into force on the first day of the second month following the date of receipt of the last of notifications through diplomatic channels between the Parties, stating that the internal legal procedures for this Agreement to enter into force have been fulfilled.
2. This Agreement is concluded for an indefinite period of time.
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. In case of termination of this Agreement, protection measures specified in this Agreement regarding classified information shall continue to be applied until the declassification by the originating authorized entity.

Done in Baku on May 17th 2011 in two originals, in the Czech, Azerbaijani and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.

For the Government
of the Czech Republic

Radek Matula
Ambassador Extraordinary and
Plenipotentiary of the Czech Republic to
the Republic of Azerbaijan

For the Government of the Republic of
Azerbaijan

Tahir Taghizade
Ambassador Extraordinary and
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