

**AGREEMENT BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA**  
  
**AND**  
**THE GOVERNMENT OF HUNGARY**  
  
**ON THE EXCHANGE AND MUTUAL PROTECTION**  
**OF CLASSIFIED INFORMATION**

The Government of the Republic of Lithuania and the Government of Hungary (hereinafter referred to as the “Parties”),

Recognising the important role of the mutual political, economic and military cooperation,

Realising that good co-operation may require exchange or generation of classified information,

Recognising that they ensure equivalent protection for the classified information,

Wishing to ensure the protection of classified information exchanged or generated in the course of co-operation,

Have, in mutual respect for national interests and security, agreed upon the following:

## **ARTICLE 1**

### **OBJECTIVE AND 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.
2. This Agreement shall be applicable to any activities, contracts or agreements involving classified information that are conducted or concluded between the Parties including any entity under its jurisdiction.
3. This Agreement shall not affect the obligations of the Parties under any other bilateral or multilateral treaty concerning exchange and mutual protection of classified information.

## **ARTICLE 2**

### **DEFINITIONS**

For the purpose of this Agreement:

- a) **“classified information”** means any information that, regardless of its form or nature, under the laws and regulations in force in the state of either Party, requires protection against breach of security and has been duly designated.
- b) **“classified contract”** means a contract or subcontract that involves or requires access to classified information.
- c) **“Originating Party”** means the Party including any entity under its jurisdiction, which, having the capacity to do so under the laws and regulations in force in their states, releases classified information.
- d) **“Recipient Party”** means the Party including any entity under its jurisdiction, which, having the capacity to do so under the laws and regulations in force in their states, receives classified information.
- e) **“third party”** means any state including any entity under its jurisdiction or international organisation not being a party to this Agreement.
- f) **“classification”** means a mark assigned to classified information, which indicates the classification level and characterizes the importance of classified information, level of restriction of access to it and level of protection.
- g) **“contractor”** means any entity possessing the legal capacity to conclude classified contracts in accordance with the laws and regulations in force in its state.
- h) **“Personnel Security Clearance Certificate”** means a positive determination stemming from a national vetting procedure that shall ascertain loyalty and trustworthiness as well as other security aspects of an individual in accordance with the laws and regulations in force in its state and confirms that an individual is eligible to have access to classified information.
- i) **“Facility Security Clearance Certificate”** means a positive determination stemming from a national vetting procedure that a contractor in accordance with the laws and regulations in force in its state is authorized to receive, handle, process and store classified information up to

a certain classification level.

j) „**breach of security**“ means a deliberate or accidental act or an omission contrary to the laws and regulations in force in the state of either Party, the result of which may lead to an actual or presumed unauthorised disclosure of classified information, including but not limited to its loss, destruction, damage, misappropriation or misuse.

### **ARTICLE 3**

#### **COMPETENT SECURITY AUTHORITIES**

1. The national security authorities of the Parties responsible for the control of the protection of classified information as well as the implementation of this Agreement are:

In the Republic of Lithuania:

Lietuvos Respublikos paslapčių apsaugos koordinavimo komisija (Commission for secrets protection coordination of the Republic of Lithuania).

In Hungary:

Nemzeti Biztonsági Felügyelet (National Security Authority);

2. The national security authorities shall provide each other with official contact details and shall inform each other of any subsequent changes thereof.

3. The national security authorities shall provide each other with official contact details of other competent authorities responsible for the designated fields of protection of classified information.

### **ARTICLE 4**

#### **CLASSIFICATIONS**

1. The Parties agree that the following classifications are equivalent and correspond to the classifications specified in the laws and regulations in force in the respective state:

<b>In the Republic of Lithuania</b>	<b>In Hungary</b>	<b>Equivalent in the English language</b>
VISIŠKAI SLAPTAI	„Szigorúan titkos!“	TOP SECRET
SLAPTAI	„Titkos!“	SECRET
KONFIDENCIALIAI	„Bizalmas!“	CONFIDENTIAL
RIBOTO NAUDOJIMO	„Korlátozott terjesztésű!“	RESTRICTED

2. The Originating Party apart from the classification may provide any further handling instructions which detail the use of the transferred classified information.

## **ARTICLE 5**

### **ACCESS TO CLASSIFIED INFORMATION**

Access to classified information under this Agreement shall be limited only to individuals, who have been issued an appropriate Personnel Security Clearance Certificate or who are duly authorized in accordance with the laws and regulations in force in their state.

## **ARTICLE 6**

### **SECURITY PRINCIPLES**

1. The Recipient Party shall:

- a) ensure that the received classified information is marked with an equivalent classification corresponding to the classification specified by the Originating Party;
- b) afford the same degree of protection to classified information as afforded to its own classified information of an equivalent classification level;
- c) ensure that classified information is not declassified nor its classification level is changed;
- d) ensure that classified information is not released 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.

2. The Originating Party shall inform the Recipient Party without undue delay of any subsequent changes in the classification level or duration of classification.

## **ARTICLE 7**

### **SECURITY CO-OPERATION**

1. In order to maintain comparable standards of security, the national security authorities shall, on request, inform each other of the laws and regulations in force in their states concerning protection of classified information and the practices stemming from their implementation. The national security authorities shall inform each other of any substantive changes of the laws and regulations in force in their states concerning the protection of classified information.

2. On request, the national security authorities shall, in accordance with the laws and regulations in force in their states hold consultations and assist each other during the personnel security clearance procedures and facility security clearance procedures.

3. The Party shall recognise the Security Clearance Certificates issued by the other Party in accordance with the laws and regulations in force in their states. Article 4 of this Agreement shall apply accordingly.

4. The national security authorities shall promptly notify each other about changes in the recognised Security Clearance Certificates, especially in case of their withdrawal.

5. The national security authorities may conclude implementing arrangements in relation with this Agreement.

## **ARTICLE 8**

### **CLASSIFIED CONTRACTS**

1. Classified contracts shall be concluded and implemented in accordance with the laws and regulations in force in the state of each Party. On request of the national security authority or competent security authority of the Originating Party, the national security authority of the Recipient Party shall confirm if the proposed contractor participating in the pre-contractual negotiations or in the implementation of the classified contract has an appropriate Facility Security Clearance Certificate. If the proposed contractor does not hold an appropriate Facility Security Clearance Certificate, the national security authority or competent security authority of the Originating Party may request its counterpart for that contractor to be security cleared.

2. The national security authority or competent security authority may request its counterpart that a security inspection is carried out at a facility located in the territory of the state of the other Party to ensure continuing protection of classified information.

3. Classified contracts shall contain security annex on the security requirements and on the classification level of each element of the classified contract. A copy of the security annex shall be forwarded to the national security authorities.

4. The national security authority of the Recipient Party shall assume the responsibility for prescribing and administering security measures for the classified contract under the same standards and requirements that govern the protection of its own classified contracts.

## **ARTICLE 9**

### **TRANSFER AND TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified information shall be transferred in accordance with laws and regulations in force in the respective state through diplomatic channels or military couriers.

2. The Parties may transmit classified information by electronic means in accordance with the security procedures approved by the national security authorities or competent security authorities.

3. If transferred classified information is marked SLAPTAI/ „Titkos!”/ SECRET or above the Recipient Party shall confirm it in writing. Upon request made by the Originating Party, the Recipient Party shall confirm that the classified information marked RIBOTO NAUDOJIMO/ “Korlátozott terjesztésű!”/ RESTRICTED or KONFIDENCIALIAI/ „Bizalmas!”/ CONFIDENTIAL was received.

4. In case of transferring a large consignment containing classified information such transfer must be organised between the national security authorities on a case by case basis. The national security authorities shall confirm the means of transportation, the route and the security measures.

5. The Originating Party shall provide classified information to the Recipient Party in a form which will serve for the purposes of the transfer.

## **ARTICLE 10**

### **REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION**

1. Reproductions and translations of classified information exchanged or generated under this Agreement shall bear original classifications and additional handling instructions thereon and shall be protected as the originals. Number of reproductions shall be limited to that required for official purposes.

2. All translations and reproductions of classified information shall be made by individuals authorised to have access to classified information of the respective classification level.

3. Translations of classified information exchanged or generated under this Agreement shall bear a note in the language of translation indicating that they contain classified information of the Originating Party.



4. Classified information exchanged or generated under this Agreement marked SLAPTAI/ „Titkos!”/ SECRET or above shall be translated or reproduced only upon the prior written consent of the Originating Party.

5. Classified information may be destroyed unless the Originating Party indicates otherwise in handling instructions. The classified information shall be destroyed in accordance with laws and regulations in force in respective state. Classified information marked VISIŠKAI SLAPTAI/ „Szigorúan titkos!”/ TOP SECRET shall not be destroyed but shall be returned to the Originating Party except in case defined in paragraph 6 of this Article.

6. In case of crisis situation, which makes it impossible to protect the classified information it shall be destroyed immediately. The Recipient Party shall notify the Originating Party about the destruction of the classified information as soon as possible.

## **ARTICLE 11**

### **VISITS**

1. Visits requiring access to classified information marked KONFIDENCIALIAI/ „Bizalmas!”/ CONFIDENTIAL or above of the other Party shall have a permission issued:

- for the Republic of Lithuania – by the national security authority or administrative entity to be visited;
- for Hungary – by the national security authority.

2. Requests for visit shall be submitted at least twenty days before the visit takes place. In urgent cases, the request for visit may be submitted at a shorter notice, subject to prior co-ordination between the authorities and entities defined in paragraph 1 of this article.

3. Requests for visit shall contain:

- a) visitor's name, date and place of birth, nationality and passport/ID card number;
- b) position of the visitor and specification of the legal entity represented;
- c) visitor's Personnel Security Clearance Certificate status and its validity;
- d) date and duration of the visit; in case of recurring visits the total period of time covered by

the visits;

e) purpose of the visit including the highest security classification level of classified information involved;

f) name and address of the facility to be visited, as well as the name, phone/fax number, e-mail address of its point of contact;

g) date, signature and stamping of the official seal of the legal entity represented.

4. The authorities and entities defined in paragraph 1 of this article may agree on a list of visitors entitled to recurring visits and shall agree on the further details of the recurring visits.

5. Classified information acquired by a visitor shall be considered as classified information received under this Agreement.

## **ARTICLE 12**

### **BREACH OF SECURITY**

1. The national security authorities shall without undue delay inform each other in writing of a breach of security.

2. The national security authority of the Party where the breach of security occurred, shall inspect the incident and initiate other appropriate proceedings to determine the circumstances of the breach without delay. The other national security authority shall, if required, co-operate in the investigation and the proceedings.

3. In any case, the national security authority of the Recipient Party shall inform the national 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**

### **EXPENSES**

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

## **ARTICLE 14**

### **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 the national legal requirements for this Agreement to enter into force have been fulfilled.

2. This Agreement may be amended on the basis of the mutual agreement of the Parties in writing. Such amendments shall enter into force in accordance with Paragraph 1 of this Article.

3. Each Party 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 Contracting Party receives the written notice of the termination.

4. Regardless of the termination of this Agreement, all classified information exchanged 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 in writing.

5. Any dispute regarding the interpretation or implementation of this Agreement shall be resolved by consultations and negotiations between the Parties.

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

Done in Tallinn on the 8<sup>th</sup> of September, 2017 in two originals, in Lithuanian, Hungarian, and English languages, each text being equally authentic. In case of different interpretation the English text shall prevail.

**For the Government of the  
Republic of Lithuania**

**For the Government of  
Hungary**