

AGREEMENT BETWEEN
THE GOVERNMENT OF HUNGARY AND THE COUNCIL OF MINISTERS
OF BOSNIA AND HERZEGOVINA
ON THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION

The Government of Hungary and the Council of Ministers of Bosnia and Herzegovina (hereinafter referred to as the "Parties"),

Recognising the importance of mutual cooperation between the Parties,

Realising that good cooperation may require exchange of classified information between the Parties,

Recognising that they ensure equivalent protection for the classified information,

Wishing to ensure the protection of classified information exchanged between them or between the legal entities or individuals under their jurisdiction,

Have, in mutual respect for the interests and security of Hungary and Bosnia and Herzegovina, agreed upon the following:

ARTICLE 1

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 of either Party, requires protection against breach of security and has been duly designated;
- b) 'breach of security' means an act or an omission which is contrary to this Agreement or to the laws and regulations of the Parties, the result of which may lead to unauthorised disclosure, loss, destruction, misappropriation, access or any other type of compromise of classified information;
- c) 'national security authority' means the state authority responsible for the application and supervision of this Agreement;
- d) 'originating party' means the Party including the legal entities or individuals under its jurisdiction, which releases classified information;
- e) 'recipient party' means the Party including the legal entities or individuals under its jurisdiction, which receives classified information;

f) 'third party' means any state including the legal entities or individuals under its jurisdiction or international organisation not being a party to this Agreement;

g) '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 access this classified information in connection with his/her official duties or for the performance of a specific task;

h) 'personnel security clearance' means the determination by a national security authority that an individual is eligible to have access to classified information in accordance with the laws and regulations of the Parties;

i) 'facility security clearance' means the determination by a national security authority that a legal entity or an individual, possessing the legal capacity, has the physical and organizational capability to handle and store classified information in accordance with the laws and regulations of the Parties;

j) 'classified contract' means a contract or a sub-contract between the legal entity or individual of one party and the legal entity or individual of the other party, the implementation of which or its generation requires access to classified information;

k) 'contractor' means a legal entity or an individual possessing the legal capacity to conclude classified contracts in accordance with the laws and regulations of the Parties;

l) 'project security instruction (PSI)' means a compilation of security regulations/procedures which are applied to a specific project.

ARTICLE 2

NATIONAL SECURITY AUTHORITIES

(1) The national security authorities of the Parties are:

In Hungary: Nemzeti Biztonsági Felügyelet (National Security Authority),

In Bosnia and Herzegovina: Ministarstvo sigurnosti, Sektor za zaštitu tajnih podataka – Državni sigurnosni organ, Ministry of Security, Sector for Protection of Classified Information - 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 regarding to the national security authorities.

(3) Changes in the names of the national security authorities shall not constitute modification of this Agreement. The national security authorities shall inform each other in writing about such changes.

ARTICLE 3

CLASSIFICATION LEVELS AND MARKINGS

The equivalence of classification levels and markings is as follows:

In Hungary	In Bosnia and Herzegovina	Equivalent in English language
„Szigorúan titkos!”	VRLO TAJNO	TOP SECRET
„Titkos!”	TAJNO	SECRET
„Bizalmas!”	POVJERLJIVO	CONFIDENTIAL
„Korlátozott terjesztésű!”	INTERNO	RESTRICTED

ARTICLE 4

ACCESS TO CLASSIFIED INFORMATION

Access to classified information under this Agreement shall be limited only to individuals upon the need-to-know principle and who are duly authorised in accordance with the laws and regulations of the respective Party.

ARTICLE 5

SECURITY PRINCIPLES

(1) The originating party shall:

- a) ensure that classified information is marked with appropriate classification markings in accordance with its laws and regulations;
- b) inform the recipient party of any restrictions of usage of classified information;
- c) inform the recipient party in writing without undue delay of any subsequent changes in the classification level or duration of classification.

(2) The recipient party shall:

- a) ensure that classified information is marked with equivalent classification marking in accordance with Article 3 of this Agreement;

b) afford the same degree of protection to classified information as afforded to its own classified information of equivalent classification level;

c) ensure protection of the classified information equivalent to its classification level until the written notification from the originating party about the declassification or the change of the classification level or validity of the classified information;

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 and in accordance with any restriction given by the originating party .

ARTICLE 6

SECURITY CO-OPERATION

(1) The national security authorities shall, on request, inform each other of their laws and regulations concerning protection of classified information and the practices stemming from their implementation.

(2) On request, the Parties shall, in accordance with their laws and regulations, assist each other during the personnel security clearance procedures and facility security clearance procedures. . The national security authorities of the Parties shall agree on the procedures and standards of the assistance including the minimum information to fulfill the security vetting procedure.

(3) On request, the Parties shall in accordance with their laws and regulations, recognise the personnel security clearances and facility security clearances issued by the other Party. Article 3 of this Agreement shall apply accordingly.

(4) The national security authorities shall promptly notify each other about changes in the recognised personnel security clearances and facility security clearances, especially in case of their withdrawal.

(5) The co-operation under this Agreement shall be effected in the English language.

ARTICLE 7

CLASSIFIED CONTRACTS

(1) Classified contracts shall be concluded and implemented in accordance with the laws and regulations of each Party. On request, the national 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 security clearance or facility security clearance.

(2) On request, the national security authority of one Party shall provide information to the national security authority of the other Party about the facility located in the territory of the one Party, including the capability of the facility to handle classified information.

(3) Classified contracts shall contain project security instructions on the security requirements and on the classification level of each element of the classified contract. A copy of the project security instructions shall be forwarded to the national security authority of the Party under whose jurisdiction the classified contract is to be implemented.

ARTICLE 8

TRANSFER OR TRANSMISSION OF CLASSIFIED INFORMATION

(1) Classified information shall be transferred in accordance with the laws and regulations of the originating party through diplomatic channels or as otherwise agreed in writing between the national security authorities.

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

ARTICLE 9

REPRODUCTION, EXTRACTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

(1) The reproduction, extraction, translation and destruction of classified information may be restricted or excluded by the originating party.

(2) Reproductions, extractions and translations of classified information released under this Agreement shall bear appropriate classification markings and shall be protected as the originals. Number of reproductions shall be limited to that required for official purposes.

(3) Translations of classified information released 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 released under this Agreement marked „Szigorúan titkos!”/ VRLO TAJNO / TOP SECRET shall be reproduced, extracted or translated only upon the prior written consent of the originating party.

(5) Classified information released under this Agreement marked „Szigorúan titkos!”/ VRLO TAJNO / TOP SECRET shall not be destroyed and shall be returned to the originating party.

(6) In case of a crisis situation in which it is impossible to protect or to return the classified information to the originating party it shall be destroyed without undue delay. The

national security authority of the recipient party shall notify the national security authority of the originating party in writing about the destruction of the classified information.

ARTICLE 10 VISITS

(1) Visits requiring access to classified information shall be subject to the prior written consent of the national security authority of the respective Party.

(2) The national security authority of the visiting Party shall notify the national security authority of the host Party about the planned visit through a request for visit 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 national security authorities.

(3) The request 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 organisation represented;
- c) visitor's personnel security clearance level and its validity;
- d) date and duration of the visit, and in case of recurring visits the total period of time covered by the visits;
- e) purpose of the visit including the highest 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 national security authority.

(4) The national security authorities may agree on a list of visitors entitled to recurring visits. The national security authorities 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.

(6) Each Party shall guarantee the protection of the personal data of the visitors in accordance with its laws and regulations.

ARTICLE 11

BREACH OF SECURITY

- (1) The national security authorities shall without undue delay inform each other in writing of any breach of security or suspicion thereof.
- (2) The national security authority of the Party where the breach of security has occurred, shall initiate the investigation of the incident without undue delay. The national security authority of the other Party shall, if required, co-operate in the investigation.
- (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 12

EXPENSES

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

ARTICLE 13

RELATIONSHIP WITH OTHER INTERNATIONAL AGREEMENTS

This Agreement shall not affect the obligations of the Parties under any other bilateral or multilateral treaty, including any agreements or memorandum of understanding governing exchange and mutual protection of Classified Information.

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 internal 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 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.

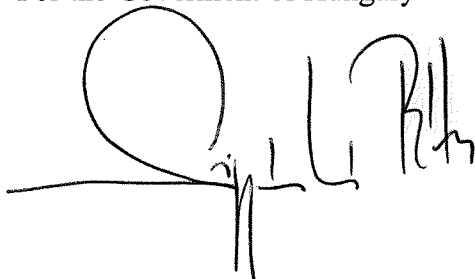
(5) Any dispute regarding the interpretation or implementation of this Agreement shall be resolved by consultations and negotiations between the Parties through diplomatic channels.

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

Done in *Vienna* on *19 October 2021* in two originals, in Hungarian, in the official languages of Bosnia and Herzegovina (Bosnian, Croatian, Serbian) and in English language, each text being equally authentic.

In case of different interpretation the English text shall prevail.

For the Government of Hungary



For the Council of Ministers of Bosnia
and Herzegovina

