

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

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

Recognising the important role of the mutual cooperation,

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 legal entities or individuals under their jurisdiction,

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

**ARTICLE 1  
SCOPE OF THE AGREEMENT**

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 or between legal entities or individuals under their jurisdiction.

**ARTICLE 2  
DEFINITIONS**

For the purpose of this Agreement:

- a) **“classified information”** means any information that, regardless of its form or nature, under the national laws and regulations of either Party, requires protection against any breach of security and has been duly designated.
- b) **“originating Party”** means the Party including legal entities or individuals under its jurisdiction, which releases classified information.
- c) **“recipient Party”** means the Party including legal entities or individuals under its jurisdiction, which receives classified information.
- d) **“third party”** means any state including legal entities or individuals under its jurisdiction or international organisation not being a party to this Agreement.

e) “**National Security Authority**” means the state authority responsible for the application and supervision of this Agreement.

f) “**competent authority**” means the National Security Authority or any other state authority, which, under national laws and regulations, is responsible for the implementation of this Agreement.

g) “**security classification level**” means a category, which, in accordance with the national laws and regulations, defines the level of restriction of access to the classified information and the minimum level of its protection.

h) “**need-to-know**” means the principle, according to which access to specific 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 and for the performance of a specific task.

i) “**classified contract**” means a contract or a subcontract the implementation of which involves or requires access to classified information.

j) “**personnel security clearance**” means the determination by a competent authority that an individual is eligible to have access to classified information in accordance with the national laws and regulations.

k) “**facility security clearance**” means the determination by a competent authority that, in accordance with the national laws and regulations, a legal entity or an individual possessing the legal capacity, has the physical and organizational capability to handle and store classified information.

l) “**breach of security**” means an act or an omission contrary to the national laws and regulations, the result of which may lead to disclosure, loss, destruction, misappropriation or any other type of compromise of classified information.

### **ARTICLE 3 COMPETENT AUTHORITIES**

1. The National Security Authorities of the Parties are:

In the Republic of Estonia:

Kaitseministeeriumi riigi julgeoleku volitatud esindaja osakond  
National Security Authority Department  
Ministry of Defence of the Republic of Estonia

In Hungary:

Nemzeti Biztonsági Felügyelet  
National Security Authority

2. The National Security Authorities shall provide each other with official contact details and upon request notify each other of any other competent authority that is responsible for the implementation of this Agreement.

3. The Parties shall inform each other through diplomatic channels of any subsequent modification of the competent authorities.

#### **ARTICLE 4 SECURITY CLASSIFICATION LEVELS AND MARKINGS**

The equivalence of national security classification levels and markings is as follows:

<b>In the Republic of Estonia</b>	<b>In Hungary</b>	<b>Equivalent in the English language</b>
TÄIESTI SALAJANE	„Szigorúan titkos!”	TOP SECRET
SALAJANE	„Titkos!”	SECRET
KONFIDENTSIAALNE	„Bizalmas!”	CONFIDENTIAL
PIIRATUD	„Korlátozott terjesztésű!”	RESTRICTED

#### **ARTICLE 5 ACCESS TO CLASSIFIED INFORMATION**

Access to classified information under this Agreement shall be limited only to individuals who have a need-to-know and who are duly authorized in accordance with the national laws and regulations of the respective Party to have access to classified information of the equivalent security classification level.

#### **ARTICLE 6 SECURITY PRINCIPLES**

1. The originating Party shall:

- a) ensure that classified information is marked with appropriate classification markings in accordance with its national laws and regulations;
- b) inform the recipient Party of any use conditions of classified information;
- c) inform the recipient Party without undue delay of any subsequent changes in the security classification level.

2. The recipient Party shall:

- a) ensure that classified information is marked with an equivalent security classification marking in accordance with Article 4 of this Agreement;

- b) afford the same degree of protection to classified information as afforded to its own classified information of an equivalent security classification level;
- c) ensure that classified information is not declassified nor its security classification level changed without the prior written consent of the originating Party;
- 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 release conditions of the originating Party.

## **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 their national laws and regulations 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 their national laws and regulations concerning the implementation of this Agreement.
2. On request, the competent authorities shall, in accordance with their national laws and regulations, assist each other during the personnel security clearance procedures and facility security clearance procedures.
3. The Parties shall recognise the personnel security clearance certificates and facility security clearance certificates issued by the other Party. Article 4 of this Agreement shall apply accordingly.
4. The competent authorities shall promptly notify each other about changes in the recognized personnel security clearance certificates and facility security clearance certificates, especially in case of their withdrawal.
5. Upon request of the National Security Authority of the originating Party, the National Security Authority of the recipient Party shall issue a written confirmation that an individual is duly authorized in accordance with the national laws and regulations of the respective Party to have access to classified information of the equivalent security classification level or that an individual or a legal entity holds a valid facility security clearance.
6. The co-operation under this Agreement shall be effected in the English language.

## **ARTICLE 8 CLASSIFIED CONTRACTS**

1. Classified contracts shall be concluded and implemented in accordance with the national laws and regulations of each Party, taking into consideration paragraph 5 of Article 7.
2. The competent authority may request its counterpart that a security inspection is carried out at a facility located in the territory of the other Party to ensure continuing protection of classified information.

3. Classified contracts shall contain project security instructions on the security requirements and on the security 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 9 TRANSMISSION OF CLASSIFIED INFORMATION**

1. Classified information shall be transmitted in accordance with the national laws and regulations of the originating Party through diplomatic channels or as otherwise agreed between the National Security Authorities. The receipt of classified information shall be acknowledged in writing.

2. The Parties may transmit classified information by electronic means in accordance with the security procedures agreed by the National Security Authorities.

3. In accordance with national laws and regulations the governmental institutions may, in accordance with the provisions of this Agreement, exchange classified information directly with each other.

## **ARTICLE 10 REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION**

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

2. 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.

3. Classified information released under this Agreement marked SALAJANE / „Titkos!” or above shall be translated or reproduced only upon the prior written consent of the originating Party.

4. Classified information shall be destroyed in accordance with the national laws and regulations in a verifiable way and in a manner that does not permit a full or partial reconstruction.

5. Classified information released under this Agreement marked TÄIESTI SALAJANE / „Szigorúan titkos!” 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 return classified information it shall be destroyed immediately. The recipient Party shall inform the National Security Authority of the originating Party about this destruction without undue delay.

## **ARTICLE 11 VISITS**

1. Visits related to classified contracts and requiring access to classified information shall be subject to the prior written consent of the competent authority of the host Party.
2. The competent authority of the sending Party shall submit its request to the competent authority of the host Party 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 competent authorities.
3. Requests for visit shall contain:
  - a) visitor's name, date and place of birth, citizenship and passport/ID card number;
  - b) position of the visitor and specification of the legal entity represented;
  - c) visitor's personnel security clearance 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 competent authority.
4. The competent authorities may agree on a list of visitors entitled to recurring visits. The competent 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.

## **ARTICLE 12 BREACH OF SECURITY**

1. The National Security Authority of the recipient Party shall without undue delay inform the National Security Authority of the originating Party in writing of a breach of security or suspicion thereof.
2. The Party, where the breach of security occurred, shall investigate the incident and prosecute without delay. 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 13  
EXPENSES**

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

**ARTICLE 14  
SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or implementation of this Agreement shall be resolved by consultations and negotiations between the Parties, without recourse to outside jurisdiction.

**ARTICLE 15  
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 Party receives through diplomatic channels 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.

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

Done in Budapest on the 8<sup>th</sup> of December 2016 in two originals, in the English language.

**Rein OIDEKIVI**

**For the Republic of Estonia**

**István SIMICSKÓ**

**For Hungary**