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Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the Government of the Republic of Bulgaria
concerning the Protection of Classified Information.

Sofia, 11 September 2012

[The Agreement entered into force on 1 June 2013]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
June 2013*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF BULGARIA CONCERNING
THE PROTECTION OF CLASSIFIED INFORMATION**

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “the UK”) and the Government of the Republic of Bulgaria (hereinafter jointly referred to as “the Parties” or individually as “Party”), wishing to ensure the protection of Classified Information transmitted between the two countries or between legal entities in either of the two countries, have, in the interests of national security, established the following arrangements which are set out in this Security Agreement (hereinafter referred to as “Agreement”),

ARTICLE 1

Purpose

This Agreement sets out procedures for the protection of Classified Information exchanged between the Parties and falling under the responsibility of their respective National Security Authorities (NSAs) or Competent Security Authorities (CSAs), and replaces the Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Bulgaria on the Exchange and Mutual Protection of Defence Classified Information dated 17 May 2004.

ARTICLE 2

Definitions

For the purposes of this Agreement:

- a) **“Classified Information”** means any information of whatever form, nature or method of transmission determined by the Parties to require protection against unauthorised disclosure, misappropriation or loss, to which a Security Classification Level has been applied under the national laws and regulations of the Parties.
- b) **“Security Classification Level”** means a category, as identified in Article 4, Paragraph 2, according to the national laws and regulations of the Parties, which characterises the sensitivity of the Classified Information, any restrictions on access to it, the level of protection to be applied to it by the Parties and also the damage that might arise as a consequence should the information be the subject of a breach of security.

- c) **“National Security Authority (NSA)”** means the Government authority of each of the Parties with ultimate responsibility for the security of Classified Information covered by this Agreement.
- d) **“Competent Security Authority (CSA)”** means the Government authority of each of the Parties, which is responsible for implementing the security requirements covered by this Agreement.
- e) **“Personnel Security Clearance (PSC)”** means a determination by an NSA or CSA of a Party that an individual has a current security clearance to access and handle Classified Information in accordance with its national laws and regulations.
- f) **“Facility Security Clearance (FSC)”** means a determination by an NSA or CSA of a Party that a Contractor located in its country is security cleared and has in place appropriate security measures within a specific facility to access and protect Classified Information in accordance with its national laws and regulations.
- g) **“Classified Contract”** means a contract, including any pre-contractual negotiations, which contains Classified Information or which involves the generation, use or transmission of Classified Information.
- h) **“Contractor”** means an individual or legal entity possessing the legal capability to undertake Classified Contracts.
- i) **“Need to Know”** means the necessity to have access to Classified Information in connection with official duties and/or for the performance of a specific task.
- j) **“Originator”** means the Party as well as any public or private legal entity under its authority which originates and provides the Classified Information under this Agreement.
- k) **“Recipient”** means a Party or any public or private legal entity under its authority to which the Classified Information is provided by the Originator under this Agreement.
- l) **“Third Party”** means any State or International Organisation that is not a Party to this Agreement, as well as any legal entities not located in the country of either Party or an individual who does not hold the nationality of a country of either Party.
- m) **“Breach of Security”** means an act or omission contrary to national laws and regulations, which may result in the unauthorised access, disclosure, compromise or destruction of Classified Information.

ARTICLE 3

Security Authorities

1. The National Security Authorities (NSAs) designated by the Parties as ultimately responsible for oversight of all aspects of this Agreement are:

In the United Kingdom of Great Britain and Northern Ireland	In the Republic of Bulgaria
Cabinet Office Room 335 70 Whitehall London SW1A 2AS United Kingdom	State Commission on Information Security 90 Cherkovna Str. 1505 Sofia Bulgaria

2. The NSAs shall notify each other of the relevant Competent Security Authorities (CSAs) in their countries that shall be responsible for the implementation of aspects of this Agreement.

3. The NSAs shall notify each other of any changes to their respective CSAs responsible for the implementation of this Agreement.

ARTICLE 4

Security Classification Levels

1. Any Classified Information provided under this Agreement shall be marked with the appropriate Security Classification Level and any other additional markings according to the national laws and regulations of the Originator and be prefixed with the name of the country owning or providing the information.

2. The Parties agree that the Security Classification Levels shall correspond to one another as follows and be considered as equivalent:

For the United Kingdom of Great Britain and Northern Ireland	For the Republic of Bulgaria
UK TOP SECRET	СТРОГО СЕКРЕТНО
UK SECRET	СЕКРЕТНО
UK CONFIDENTIAL	ПОВЕРИТЕЛНО
UK RESTRICTED	ЗА СЛУЖЕБНО ПОЛЗВАНЕ

3. The Recipient shall ensure that the Security Classification Levels assigned to Classified Information provided by the other Party are not altered or revoked, unless authorised in writing by the Originator in advance.

ARTICLE 5

Protection of Classified Information

1. The Parties shall take all appropriate measures under their national laws and regulations to protect Classified Information accessed, stored or transmitted under this Agreement.

2. When providing Classified Information the Originator shall ensure that the Recipient is informed of:

- a) the Security Classification Level of the information and any conditions of release or limitations on its use; and
- b) any subsequent change in Security Classification Level.

3. The Recipient shall:

- a) provide the Classified Information with an equivalent level of security and legal protection as the Recipient would afford to its own information at the equivalent Security Classification Level. This level of protection shall be no less stringent than that required for NATO Classified Information;
- b) ensure that the Classified Information exchanged under this Agreement shall be used solely for the purpose for which it has been provided.

4. In order to achieve and maintain comparable standards of security, each NSA shall, on request, provide the other with information about its national security standards, procedures and practices for safeguarding Classified Information, and shall for this purpose facilitate visits by the other NSA or CSA as appropriate.

ARTICLE 6

Access to Classified Information

1. No individual shall be entitled to access Classified Information solely by virtue of his or her rank, official position or security clearance. Access to Classified Information shall be limited to individuals who have a 'Need to Know', who have been granted an appropriate Personnel Security Clearance (PSC), and who are authorised to have access to such information. Such individuals shall be briefed on their responsibilities for the protection of Classified Information prior to being granted access.
2. For nationals of the countries of the Parties residing and requiring access to Classified Information in their own country PSCs shall be undertaken by their respective NSA or CSA.
3. For nationals who are resident in the country of the other Party, and apply for an official position in that country requiring access to Classified Information, PSCs can be undertaken by the NSA or CSA of that Party in accordance with its national laws and regulations. The country of the Party of which the individual is a national shall provide security assistance to the host Party in accordance with its national laws and regulations.
4. Access to Classified Information at the UK TOP SECRET / СТРОГО СЕКРЕТНО level by an individual holding the sole nationality of the country of a Party may be granted without the prior written authorisation of the Originator.
5. Access to Classified Information at the UK TOP SECRET / СТРОГО СЕКРЕТНО level by an individual not holding the sole nationality of the country of a Party shall require the prior written authorisation of the Originator.
6. Access to Classified Information at the UK CONFIDENTIAL / ПОВЕРИТЕЛНО and UK SECRET / СЕКРЕТНО levels by an individual holding the sole or dual nationality of a country of a Party may be granted without the prior written authorisation of the Originator.
7. Access to Classified Information at the UK CONFIDENTIAL / ПОВЕРИТЕЛНО and UK SECRET / СЕКРЕТНО levels by an individual not holding the nationality of the country of either Party shall require the prior authorisation of the Originator.
8. A PSC is not required for access to Classified Information at the UK RESTRICTED / ЗА СЛУЖЕБНО ПОЛЗВАНЕ levels. Such access shall be limited to individuals who have a 'Need to Know'.

ARTICLE 7

Transmission of Classified Information

1. Classified Information at the UK TOP SECRET / СТОГО СЕКРЕТНО level shall be transmitted between the Parties via diplomatic Government-to-Government channels in accordance with national laws and regulations. As a minimum such Classified Information shall be hand carried by, and under the sole control of, an official government diplomatic courier and require a receipt as proof of the transmission.
2. Classified Information at the UK CONFIDENTIAL / ПОВЕРИТЕЛНО and UK SECRET / СЕКРЕТНО levels and above shall normally be transmitted between the Parties by diplomatic Government-to-Government channels. Other channels of transmission may be agreed, in accordance with national laws and regulations, by the relevant NSAs or CSAs.
3. The Recipient shall confirm in writing the receipt of Classified Information at the levels of UK CONFIDENTIAL / ПОВЕРИТЕЛНО and above. To facilitate this, the Originator shall include with the Classified Information a receipt to be signed by the Recipient and returned to the Originator.
4. If the Recipient wishes to transmit Classified Information from the Originator outside the territories of either Party, such transmissions shall be subject to the prior written approval of the Originator.
5. Classified Information at the UK RESTRICTED / ЗА СЛУЖЕБНО ПОЛЗВАНЕ level shall be transmitted physically in accordance with the national laws and regulations of the Originator, which may include the use of approved national postal services and commercial courier companies.
6. Classified Information at the UK CONFIDENTIAL / ПОВЕРИТЕЛНО level or above shall only be transmitted electronically using cryptographic systems approved by both the NSAs or CSAs concerned.
7. Classified Information at the UK RESTRICTED / ЗА СЛУЖЕБНО ПОЛЗВАНЕ level shall only be transmitted or accessed electronically via a public network, if it is protected by appropriate cryptographic means mutually accepted by the both NSAs or CSAs.
8. Where large volumes of Classified Information are to be transmitted as freight, the means of transport, the route and any escort requirement shall be the subject of a transportation plan mutually agreed in advance by the relevant NSAs or CSAs of the Parties.

ARTICLE 8

Restrictions on Use and Disclosure

1. Unless prior written consent is given to the contrary, the Recipient shall not use, or permit the use of, any Classified Information except for the purposes for which it is provided and within any limitations stated by or on behalf of the Originator.
2. Within the scope of national laws and regulations the Recipient shall take all reasonable steps available to it to keep Classified Information provided to it by the Originator free from disclosure. If there is any request to declassify or disclose any Classified Information exchanged under the provisions of this Agreement the Recipient shall immediately notify the Originator, and both Parties shall consult each other in writing before a decision is taken.
3. Subject to the provisions of paragraph 2 of this Article, and to national laws and regulations, Classified Information provided under this Agreement shall not be disclosed to Third Parties without the prior written approval of the Originator.

ARTICLE 9

Translation, Reproduction and Destruction of Classified Information

1. All translations or reproductions of Classified Information shall bear the same marking as the original, be protected accordingly and shall be made only by individuals with an appropriate PSC. The number of reproductions shall be limited to the minimum required for an official purpose.
2. All translations shall contain a suitable annotation, in the language of translation, indicating that they contain Classified Information of the Originator.
3. Classified Information marked at the UK TOP SECRET / CTΠOΓO CEKPETHO Security Classification Level shall not be reproduced by the Recipient without the prior written approval of the Originator.
4. Classified Information, including any electronic or hard copies, shall be destroyed in accordance with national laws and regulations of the Recipient after it is no longer considered necessary to retain this information for the purpose for which it was provided.
5. Unless written approval is provided by the Originator, when no longer required, Classified Information at the UK TOP SECRET / CTΠOΓO CEKPETHO Security Classification Level shall be returned to the NSA or CSA of the Originator and not be destroyed by the Recipient.
6. If written approval is provided by the Originator for UK TOP SECRET / CTΠOΓO CEKPETHO to be destroyed by the Recipient, it shall be destroyed in

accordance with national laws and regulations of the Recipient. A record shall be retained by the Recipient that includes signature by two security cleared individuals confirming that the UK TOP SECRET / CTΠOΓO CEKPETHO information has been destroyed.

7. If a crisis situation makes it impossible to protect Classified Information provided under this Agreement, the Classified Information shall be destroyed as soon as possible. The Recipient shall notify the relevant NSA or CSA of the Originator about the destruction of the Classified Information.

8. The Originator may prohibit the creation of copies, alterations or destruction of Classified Information by giving it an appropriate marking or by attaching a written notice.

ARTICLE 10

Classified Contracts

1. If a NSA or CSA of one Party proposes to place (or authorise a Contractor under its jurisdiction to place) a Classified Contract involving information at the UK CONFIDENTIAL / ΠΟΒΕΡΠΤΕJΗO level or above with a Contractor under the jurisdiction of the other Party, it shall obtain written confirmation from the other NSA or CSA, in accordance with Article 11 of this Agreement, that a Facility Security Clearance (FSC)/ PSC appropriate to the Security Classification Level concerned has been granted to the Contractor.

2. Classified Contracts shall contain a section concerning Classified Information incorporating at least the following:

- a) The equivalent Security Classification Levels of the two Parties in accordance with the provisions of Article 4 of this Agreement;
- b) The requirement that the Contractor shall disclose the Classified Information only to individuals who have a "Need to Know", hold a PSC at the appropriate level subject to the provisions specified in Article 6 of this Agreement, and have been charged with, or contribute to, the performance of the Classified Contract;
- c) The requirement that, subject to the provisions specified in paragraph 2(b) of this Article, the Contractor shall not disclose, or permit the disclosure of, the classified information to a Third Party not expressly authorised in writing by the Originator;
- d) That Classified Information exchanged under the Classified Contract is to be used solely for the purpose for which it has been provided;

- e) The channels to be used for the transmission of the Classified Information;
- f) The procedures and mechanisms for communicating the changes that may arise in respect of Classified Information either because of changes in its Security Classification Level or because protection is no longer necessary;
- g) The procedures for the approval of visits associated with Contract activity by personnel of one Party to the other Party which are covered by the Classified Contract;
- h) The procedures for the translation, reproduction and destruction of the Classified Information according to Article 9 of this Agreement; and
- i) The requirement that the Contractor shall immediately notify its NSA or CSA of any actual or suspected loss, leak or unauthorised disclosure of Classified Information covered by the Classified Contract.

3. The relevant NSA or CSA of the Originator shall pass a copy of the relevant parts of the Classified Contract that contain provisions on the security requirements to the relevant NSA or CSA of the recipient Contractor to allow adequate security monitoring.

4. A Security Annex shall be an integral part of each Classified Contract. In this annex the organisation awarding the contract shall specify which Classified Information will be released to the Contractor or be generated as a consequence of the Classified Contract. In respect of the UK the Security Annex may be in the form of a Security Aspects Letter (SAL).

5. In accordance with national laws and regulations where changes are proposed to the security requirements, or to specific aspects or elements of the Classified Contract, they shall be notified to the other NSA or CSA and agreed in writing. The originating NSA or CSA shall notify the NSA or CSA of the recipient Contractor when information in a Classified Contract has been changed or declassified.

6. The NSA or CSA which has granted a FSC/ PSC shall be responsible for ensuring that the Contractor complies with security measures in accordance with its national laws and regulations.

7. Classified Contracts involving Classified Information at the UK RESTRICTED / ЗА СЛУЖЕБНО ПОЛЗВАНЕ level will contain an appropriate clause identifying the minimum measures to be applied for the protection of such Classified Information.

8. A FSC is not required for Classified Contracts that are limited to Classified Information at the UK RESTRICTED / ЗА СЛУЖЕБНО ПОЛЗВАНЕ level.

ARTICLE 11

Industrial Security Co-operation

1. In accordance with national laws and regulations when the requesting NSA or CSA requires confirmation of a Contractor's FSC they will submit an official request to the NSA or CSA of the Contractor in the Party where it is located using a FSC Information Sheet providing at least the following information:

- a) Full name of the Contractor;
- b) Address of the Contractor; and
- c) Full name, position, and contact details of the requesting NSA or CSA.

2. When the requesting NSA or CSA requires confirmation of an individual's PSC they will submit an official request to the appropriate NSA or CSA providing at least the following information:

- a) Full name of the individual;
- b) Date and place of birth;
- c) Nationality of the individual; and
- d) Name of the Contractor which employs the individual, where appropriate

3. The relevant NSA or CSA in each Party shall notify the requesting NSA or CSA, in writing, of the FSC / PSC status of a Contractor or individual in response to such a request.

4. If the Contractor or individual does not have a FSC / PSC, or the existing clearance is at a lower Security Classification Level than that required to access the Classified Information, notification in writing shall be sent to the requesting NSA or CSA that the appropriate security clearance cannot be issued at that time. If the request asked for it, the notification from the relevant NSA or CSA will also state whether action is being taken to issue a FSC / PSC to the required Security Classification Level in accordance with national laws and regulations. Following the completion of satisfactory enquiries by the relevant NSA or CSA a FSC / PSC confirmation shall be provided to the requesting NSA or CSA.

5. On request, the NSAs or CSAs shall, in accordance with national laws and regulations, provide security assistance to the host Party in carrying out FSC / PSC process.

6. If either NSA or CSA learns of any relevant adverse information about a Contractor or individual for which or whom a FSC / PSC confirmation has been issued, then details of this adverse information, where appropriate, will be promptly notified to the relevant NSA or CSA to allow an investigation to be carried out, if necessary.

7. Either NSA or CSA may request a review of any FSC / PSC which has been granted by the other NSA or CSA, provided that the request is accompanied by valid reasons. The requesting NSA or CSA shall be notified of the results of the review and, where appropriate, any subsequent action taken.

8. If, in accordance with national laws and regulations, either NSA or CSA changes an existing FSC / PSC issued to a Contractor or individual for which or for whom a FSC / PSC confirmation has been provided, the other Party shall be notified promptly in writing.

ARTICLE 12

Visits

1. Visits requiring access to Classified Information at the level of UK CONFIDENTIAL / ПОВЕРЛИТЕЛИНО or above require prior written authorisation from the NSA or CSA of the host facility receiving the visitors. Requests for such visits from the sending facility shall be submitted through the respective NSA or CSA of the host facility.

2. Visitors shall only be allowed access where they have been:

- a) granted an appropriate PSC by the NSA or CSA of the requesting Party and authorised to have access to Classified Information in accordance with the national laws and regulations of the host Party, and
- b) authorised by the NSA or CSA of the requesting Party to conduct the required visit or visits.

3. Visit applications shall include at least the following information:

- a) Visitor's full name, place and date of birth, nationality, passport number or other relevant identity document number,
- b) Official title of the visitor, the name of the organisation they represent, and a specification of the project in which they are participating,
- c) Date and duration of the requested visit or visits. In the case of recurring visits the total period covered by the visits will be stated,

- d) Purpose of visit,
- e) Name, address, phone number, fax number, e-mail and point of contact of the facility to be visited,
- f) Names of the individuals in the host facility to be visited,
- g) Confirmation and date of expiry of the visitor's PSC as granted by the visitor's NSA or CSA, and
- h) The date and signature or authorising stamp of the sending NSA or CSA

4. It may be possible, subject to the approval of the relevant NSAs or CSAs of both Parties, to establish recurring visitor lists. These lists shall be valid for an initial period not exceeding 12 months (from the date of authorisation) and may be extended for further periods of time subject to the prior approval of the relevant NSAs or CSAs. These lists should be submitted in accordance with the procedures of the host Party. Once a list has been approved by the host Party, visit arrangements may be made directly between the facilities involved in respect of listed individuals.

5. The relevant NSA or CSA of the requesting Party shall notify the relevant NSA or CSA of the host facility of visitors at least 20 working days prior to the planned visit. In urgent cases the requesting and host NSA or CSA may agree a shorter period.

6. All visitors shall be required to comply with the security regulations of the host Party.

7. Any Classified Information which may be provided to visitors, or which may come to the notice of visitors, shall be treated by them as if such Classified Information has been provided in accordance with the provisions of this Agreement.

8. The relevant NSAs or CSAs of the Parties may determine that alternative visit procedures may be adopted, if mutually acceptable and agreed separately.

9. Visits relating to Classified Information at the UK RESTRICTED / 3A СЛЮЖЕБНО ПОЛІЗБАHE levels shall be arranged directly between the facility in the country of the Party requesting the visit and the host facility to be visited.

ARTICLE 13

Breach of Security

1. Each Party shall immediately notify the other Party of any actual or suspected breach or compromise of security concerning Classified Information exchanged under the scope of this Agreement.

2. The Party with jurisdiction shall take all appropriate measures under its national laws and regulations so as to limit the consequences of a breach or compromise of security referred to in paragraph 1 of this Article. In such cases the Party with jurisdiction shall carry out an immediate investigation and, where appropriate, institute disciplinary and/or legal proceedings in accordance with the applicable national laws and regulations. The other Party should, if so requested, support such investigations and shall be informed of the outcome of the investigation and of any actions taken to prevent a recurrence.

ARTICLE 14

Costs

Each Party shall bear its own costs incurred in the course of implementing its obligations under this Agreement.

ARTICLE 15

Resolution of Disputes

Any dispute between the Parties on the interpretation or application of this Agreement shall be resolved exclusively by means of consultation between the Parties without recourse to outside jurisdiction.

ARTICLE 16

Final Provisions

1. Each Party shall notify the other once the national measures necessary for entry into force of the Agreement have been completed. This Agreement shall enter into force on the first day of the second month following the receipt of the later written notification.

2. This Agreement shall remain in force until further notice.

3. This Agreement may be amended by the mutual, written consent of the Parties. Either Party may propose amendments to this Agreement at any time. If

one Party so proposes, the Parties shall begin consultations on the amendment of this Agreement. Agreed amendments shall enter into force under the conditions laid down in paragraph 1 of this Article.

4. The NSAs or CSAs may conclude implementing Arrangements pursuant to this Agreement.

5. A Party may terminate this Agreement by written notification delivered to the other Party through diplomatic channels, observing a period of notice of 6 months from the date of the notification. If this Agreement is terminated, any Classified Information already exchanged and any Classified Information arising under this Agreement shall be handled by the Parties in accordance with the provisions of this Agreement until such information is returned to the Originator.

6. After the entry into force of this Agreement, the Party in whose territory this Agreement is concluded shall take immediate measures so as to have the Agreement registered by the Secretariat of the United Nations in accordance with Article 102 of the UN Charter. The other Party shall be notified of the registration and of the registration number in the UN Treaty Series as soon as the UN Secretariat has issued it.

In witness whereof the duly authorised representatives of the Parties have signed this Agreement,

In Sofia on Tuesday the eleventh day of September, 2012 in two original copies, in the English and Bulgarian languages, each text being equally authentic.

**For the Government of the United
Kingdom of Great Britain and
Northern Ireland:**

**For the Government of the
Republic of Bulgaria:**

JONATHAN ALLEN

TSVETA MARKOVA



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