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**Austria
and
Cyprus**

Agreement between the Austrian Federal Government and the Government of the Republic of Cyprus on mutual protection of classified information. Vienna, 17 July 2014

Entry into force: *1 July 2015, in accordance with article 14*

Authentic texts: *English, German and Greek*

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**Autriche
et
Chypre**

Accord entre le Gouvernement fédéral d'Autriche et le Gouvernement de la République de Chypre sur la protection réciproque des informations classifiées. Vienne, 17 juillet 2014

Entrée en vigueur : *1^{er} juillet 2015, conformément à l'article 14*

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[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF CYPRUS ON MUTUAL PROTECTION OF CLASSIFIED INFORMATION

The Austrian Federal Government and the Government of the Republic of Cyprus (hereinafter referred to as “the Parties”),

Intending to ensure the mutual protection of all Classified Information, which has been classified by one Party and transferred to the other Party or commonly generated in the course of co-operation between the Parties,

Desiring to create a set of rules on the mutual protection of Classified Information exchanged between the Parties,

Considering the mutual interest in the protection of Classified Information, in accordance with the national law of the Parties,

Have agreed as follows:

Article 1 Objective

The objective of this Agreement is to ensure the protection of Classified Information that is commonly generated or exchanged between the Parties.

Article 2 Definitions

For the purposes of this Agreement:

- a) **“Breach of Security”** means an act or an omission which is contrary to this Agreement or the national law of the Parties, the result of which may lead to disclosure, loss, destruction, misappropriation or any other type of compromising of Classified Information;
- b) **“Classified Contract”** means an agreement between two or more Contractors, which contains or the implementation of which requires access to or generation of Classified Information;
- c) **“Classified Information”** means any information, irrespective of its form or nature, which requires protection against any breach of security, has been granted a security classification level in accordance with the national law of the Parties and has been marked as such;
- d) **“Competent Security Authority”** means the National Security Authority and any other competent entity which, according to the national law of the Parties, is responsible for the implementation of this Agreement;
- e) **“Contractor”** means an individual or a legal entity possessing the legal capacity to conclude Classified Contracts;

- f) **“Facility Security Clearance”** means the determination by the Competent Security Authority confirming, that the legal entity or and individual has the physical and organizational capability to handle and store Classified Information in accordance with the respective national law;
- g) **“National Security Authority”** means the state authority of each Party, which in accordance with its national law is responsible for the general implementation and supervision of this Agreement;
- h) **“Need-to-know”** means the necessity to have access to specific Classified Information in the scope of a given official position and for the performance of a specific task;
- i) **“Originator”** means the Party as well as any legal entity or individual under its jurisdiction which releases Classified Information;
- j) **“Personnel Security Clearance”** means the determination by the Competent Security Authority confirming, in accordance with the respective national law, that the individual is eligible to have access to Classified Information;
- k) **“Receiver”** means the Party as well as any legal entity or individual under its jurisdiction which receives Classified Information;
- l) **“Third Party”** means a legal entity or an individual which is not an Originator or Receiver of the Classified Information exchanged in accordance with this Agreement, a government not Party to this Agreement or an international organisation.

Article 3 Security Classification Levels

The Parties agree that the following security classification levels and markings are equivalent and correspond to the security classification levels and markings specified in their national law:

For the Republic of Austria	For the Republic of Cyprus	Equivalent in English
STRENG GEHEIM	ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	TOP SECRET
GEHEIM	ΑΠΟΡΡΗΤΟ	SECRET
VERTRAULICH	ΕΜΠΙΣΤΕΥΤΙΚΟ	CONFIDENTIAL
EINGESCHRÄNKT	ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	RESTRICTED

Article 4

Competent Security Authorities

1. The Parties shall notify each other through diplomatic channels of the Competent Security Authorities responsible for the implementation of this Agreement.
2. The National Security Authorities shall inform each other of respective national law on Classified Information and of any significant amendments thereto and shall exchange information about the security standards, procedures and practices for the protection of Classified Information.

Article 5

Protection Measures and Access to Classified Information

1. In accordance with their national law, the Parties shall take all appropriate measures for the protection of Classified Information, which is exchanged or generated under this Agreement. At least the same level of protection shall be assigned to such Classified Information as is provided for the national Classified Information of the equivalent security classification level in accordance with Article 3.
2. The Originator shall inform the Receiver in writing about any change of the security classification level of the transmitted Classified Information.
3. Access to Classified Information shall be limited to persons on a Need-to-know basis who are authorised in accordance with the national law of the Parties to have access to Classified Information of the equivalent security classification level.
4. Within the scope of this Agreement, each Party shall recognise the Personnel Security Clearances and Facility Security Clearances granted in accordance with the national law of the other Party.
5. The Competent Security Authorities shall, in accordance with the national law, assist each other upon request at carrying out vetting procedures necessary for the application of this Agreement.
6. Within the scope of this Agreement, the Competent Security Authorities of the Parties shall inform each other without delay about any alteration with regard to Personnel and Facility Security Clearances, in particular about their withdrawal or downgrading.
7. The Receiver shall:
 - a) submit Classified Information to any Third Party only upon prior written consent of the Originator;
 - b) mark the received Classified Information in accordance with Article 3;
 - c) use Classified Information solely for the purposes it has been provided for.

Article 6

Transmission of Classified Information

1. Classified Information shall be transmitted through diplomatic channels unless otherwise approved by the National Security Authorities. The Receiver shall confirm the receipt of Classified Information in writing.
2. Electronic transmission of Classified Information shall be carried out through certified cryptographic means agreed by the National Security Authorities.

Article 7

Reproduction and Translation of Classified Information

1. Translations and reproductions of Classified Information shall be made in accordance with the national law applicable to the Receiver and the following procedures:
 - a) the translations and the reproductions shall be marked and protected as the original Classified Information;
 - b) the translations and the number of copies shall be limited to that required for official purposes;
 - c) the translations shall bear an appropriate note in the language of the translation indicating that it contains Classified Information received from the Originator.
2. Classified Information shall only be translated by persons duly authorized.
3. Classified Information marked GEHEIM / ΑΠΟΡΡΗΤΟ / SECRET or above shall be translated or reproduced only upon prior written consent of the Originator.

Article 8

Destruction of Classified Information

1. Classified Information shall be destroyed in a manner that prevents its partial or total reconstruction.
2. Classified Information marked up to GEHEIM / ΑΠΟΡΡΗΤΟ / SECRET shall be destroyed in accordance with the national law. A report on destruction of Classified Information marked GEHEIM / ΑΠΟΡΡΗΤΟ / SECRET shall be made and its translation in English shall be delivered to the Competent Security Authority of the Originator.
3. Classified Information marked STRENG GEHEIM / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall not be destroyed. It shall be returned to the Competent Security Authority of the Originator.
4. In case of a crisis situation in which it is impossible to protect or return Classified Information it shall be destroyed immediately. The Receiver shall inform the Competent Security Authority of the Originator about this destruction as soon as possible.