

**No. 55867\***

---

**Cyprus  
and  
Montenegro**

**Agreement between the Government of the Republic of Cyprus and the Government of Montenegro on the mutual protection of classified information. Nicosia, 14 March 2012**

**Entry into force:** *1 August 2019, in accordance with article 14(1)*

**Authentic texts:** *English, Greek and Montenegrin*

**Registration with the Secretariat of the United Nations:** *Cyprus, 7 August 2019*

*\*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

---

**Chypre  
et  
Monténégro**

**Accord entre le Gouvernement de la République de Chypre et le Gouvernement du Monténégro relatif à la protection mutuelle des informations classifiées. Nicosie, 14 mars 2012**

**Entrée en vigueur :** *1<sup>er</sup> août 2019, conformément au paragraphe 1 de l'article 14*

**Textes authentiques :** *anglais, grec et monténégrin*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *Chypre, 7 août 2019*

*\*Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*

**AGREEMENT**

**Between the Government of the Republic of Cyprus and  
the Government of Montenegro  
on the Mutual Protection of Classified Information**

The Government of the Republic of Cyprus and the Government of Montenegro hereinafter referred to as "Parties".

Having due regard for guaranteeing the mutual protection of all information which has been classified pursuant to the internal laws of either Party and transmitted to the other Party.

Being guided by creation of regulation in the scope of the mutual protection of Classified Information, which is to be binding in relation to all mutual cooperation connected with the exchange of Classified Information.

Have agreed as follows:

**Article 1**

**Definitions**

For the purpose of this Agreement:

1. "Addressee" - means the competent Authority receiving the classified Information.
2. "Competent Authorities" - means bodies authorized to transmit, receive, store, protect and use Classified Information in accordance with the internal law of their Party, including the Competent Security Authorities;
3. "Competent Security Authorities" - means state authorities, which are competent for the protection of Classified Information, as these authorities are referred to in Article 3 Paragraph 1 of this Agreement.
4. "Contractor" - means an individual, a legal entity or an organizational unit, which has legal capacity to conclude contracts;
5. "Classified Contract" - means an agreement regulating enforceable rights and obligations between the bodies concluding the agreement, the performance of which involves access to Classified Information or originating of such information;
6. "Classified Information" - means any information irrespective of the form, carrier and manner of recording thereof and objects or any part of thereof, which require protection against unauthorized disclosure in accordance with the internal law of each Party and which has been so designated by a security classification marking.

7. "Principal" - means a body, which intends to conclude or concludes a Classified Contract in the territory of the State of the other Party.

## Article 2

### The Categorization of Classified Information

1. Classified Information is granted a security classification level in accordance to its content, pursuant to the internal laws of each Party. Received Classified Information shall be granted equivalent security classification level, according to the provisions of Paragraph 4.
2. The obligation referred to in Paragraph 1 shall also apply to Classified information generated as a result of mutual co – operation between the Parties or the Competent Authorities, including this originated in connection with the performance of the Classified Contract.
3. The security classification level shall be changed or removed only by the Competent Authority, which has granted it. The addressee shall be immediately notified on every change or removal of security classification level.
4. The Parties agree that the following security classification levels are equivalent:

Republic of Cyprus	Montenegro	English Equivalent
ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	STROGO TAJNO	TOP SECRET
ΑΠΟΡΡΗΤΟ	TAJNO	SECRET
ΕΜΠΙΣΤΕΥΤΙΚΟ	POVJERLJIVO	CONFIDENTIAL
ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	INTERNO	RESTRICTED

## Article 3

### Competent Security Authorities

1. For the purpose of this Agreement, the Competent Security Authorities shall be:
  - a. for the Republic of Cyprus: the National Security Authority
  - b. for Montenegro: Directorate for protection of classified information.
2. The Competent Security Authorities may conclude implementation agreements for the purpose of the implementation of the provisions hereof.

## **Article 4**

### **Principles of Classified Information Protection**

1. In accordance with this Agreement and their internal laws, the Parties shall adopt appropriate measures aimed at the protection of Classified Information which is transmitted or originated as a result of mutual co-operation between both Parties or the Competent Authorities, including this originated in connection with the performance of a Classified Contract.
2. The Parties shall provide for the information referred to in paragraph 1 at least the same protection as applicable to their own Classified Information under the relevant security classification level, pursuant to Article 2 Paragraph 4.
3. Received Classified Information shall be used exclusively for the purposes defined at the transmission thereof.
4. Either Party shall not release the information referred to in paragraph 1 to any third parties or other organization or body without a prior written consent of the Competent Authority of the other Party, which granted adequate security classification level.
5. The Competent Authorities shall ensure necessary control over Classified Information protection.
6. Received Classified Information shall be accessible only to those persons who have a need-to-know, who have been security cleared and who have been authorized to have access to such information as well as briefed in the scope of Classified Information protection according to the internal laws of their Party.

## **Article 5**

### **Classified Contracts**

1. The Principal may conclude a Classified Contract with the Contractor located in the state territory of one of the Parties.
2. In the case referred to in Paragraph 1, the Principal shall submit a request to the Competent Security Authority of its Party to ask the Competent Security Authority of the other Party for issuing a written assurance that the Contractor is authorized to have access to Classified Information of the specified security classification level.
3. The issuing of the assurance referred to in Paragraph 2 shall be the amount to a guarantee that the Contractor fulfils the criteria in the scope of the protection of Classified Information, as specified in the internal laws of the Party in whose territory the Contractor is located.
4. If the Contractor has not been previously authorized to have access to Classified Information of the specified security classification level, the Competent Security Authority which is to issue the assurance, shall immediately notify the

Competent Security Authority of the other Party, that upon its request, the actions referred to in Paragraph 3 will be undertaken.

5. Classified Information shall not be accessible to the Contractor until the receipt of the assurance referred to in Paragraphs 2 and 3.

6. The Principal shall notify the Contractor of the security requirements necessary to perform the Classified Contract, which include in particular a list of Classified Information and rules of classification of the information originated during the performance of the Classified Contract. The copy of such documents shall be transmitted to the Competent Security Authority.

7. The Competent Security Authority of the Party in whose territory the Classified Contract is to be performed shall ensure that the Contractor protects classified information transmitted by the Principal or originated during the performance of the classified Contract in accordance with the received security requirements and internal laws of its Party.

8. The performance of the Classified Contract in the part connected with access to Classified Information shall be allowed upon the Contractor's meeting the criteria necessary for the protection of Classified Information, according to the received security requirements.

9. The Competent Security Authorities shall ensure that any possible subcontractors shall comply with the same conditions for the protection of Classified Information as those laid down for the Contractor.

## **Article 6**

### **Transmission of Classified Information**

1. Classified Information shall be transmitted through diplomatic channels or through other channels ensuring its protection against unauthorized disclosure, agreed upon between the Competent Security Authorities of both Parties. The addressee shall confirm the receipt of Classified Information in writing.

2. Classified Information may be transmitted via protected systems and IT networks, which have been licensed for use pursuant the internal laws of one of the Parties.

## **Article 7**

### **Reproduction and Translation of Classified Information**

1. Information classified as STROGO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall be reproduced only after a prior written permission issued by the Competent Authority, which provided this information.