

AGREEMENT**between the European Union and the Republic of Serbia on security procedures for exchanging and protecting classified information**

The EUROPEAN UNION, hereinafter referred to as 'the EU',

and

the REPUBLIC OF SERBIA,

hereinafter referred to as 'the Parties';

CONSIDERING that the Parties share the objectives of strengthening their own security in all ways;

CONSIDERING that the Parties agree that consultations and cooperation should be developed between them on questions of common interest relating to security;

CONSIDERING that, in this context, a permanent need therefore exists to exchange classified information between the Parties;

RECOGNISING that full and effective consultation and cooperation may require access to and exchange of classified information and related material of the Parties;

CONSCIOUS that such access to and exchange of classified information and related material require that appropriate security measures be taken,

HAVE AGREED AS FOLLOWS:

Article 1

1. In order to fulfil the objectives of strengthening the security of each of the Parties in all ways, the Agreement between the EU and the Republic of Serbia on security procedures for exchanging and protecting classified information (hereinafter 'the Agreement') shall apply to classified information or material in any form and in any field either provided or exchanged between the Parties.

2. Each Party shall protect classified information received from the other Party from unauthorised disclosure in accordance with the terms set forth herein and in accordance with the Parties' respective laws and regulations.

Article 2

For the purposes of this Agreement, 'classified information' shall mean any information or material, in any form, which:

- (a) is determined by either Party to require protection, as its unauthorised disclosure could cause varying degrees of damage or harm to the interests of the Republic of Serbia, or of the EU or one or more of its Member States; and
- (b) bears a classification marking.

Article 3

The EU institutions and entities to which this Agreement applies shall be: the European Council, the Council of the European Union (hereinafter 'the Council'), the General Secretariat of the Council, the High Representative of the Union for Foreign Affairs and Security Policy, the European External Action

Service (hereinafter 'the EEAS') and the European Commission. For the purposes of this Agreement, these institutions and entities shall be referred to as 'the EU'.

Article 4

Each of the Parties, and entities thereof as referred to in Article 3, shall ensure that it has a security system and security measures in place, based on the basic principles and minimum standards of security laid down in their respective laws or regulations, and reflected in the security arrangements to be established pursuant to Article 12, in order to ensure that an equivalent level of protection is applied to classified information provided or exchanged under this Agreement.

Article 5

Each of the Parties, and entities thereof as referred to in Article 3, shall:

- (a) protect classified information provided by or exchanged with the other Party under this Agreement in a manner at least equivalent to that afforded to it by the providing Party;
- (b) ensure that classified information provided or exchanged under this Agreement keeps the security classification marking given to it by the providing Party, and that it is not downgraded or declassified without the prior written consent of the providing Party. The receiving Party shall protect the classified information according to the provisions set out in its own security regulations for information or material holding an equivalent security classification as specified in Article 7;

- (c) not use such classified information for purposes other than those established by the originator or those for which the information is provided or exchanged;
- (d) not disclose such classified information to third parties, or to any EU institution or entity not referred to in Article 3, without the prior written consent of the providing Party;
- (e) not allow access to classified information to individuals unless they have a need-to-know and have been security-cleared as appropriate and authorised by the relevant Party;
- (f) ensure the security of facilities where classified information provided by the other Party is kept; and
- (g) ensure that all individuals having access to classified information are informed of their responsibilities to protect the information in accordance with the applicable laws and regulations.

Article 6

1. Classified information shall be disclosed or released in accordance with the principle of originator consent.
2. For release to recipients other than the Parties, a decision on disclosure or release of classified information will be made by the receiving Party on a case-by-case basis subject to the consent of the providing Party and in accordance with the principle of originator consent.
3. No generic release shall be possible unless procedures are agreed between the Parties regarding certain categories of information, relevant to their specific requirements.
4. Nothing in this Agreement shall be regarded as a basis for mandatory release of classified information between the Parties.
5. Classified information received from the providing Party may be provided to a contractor or prospective contractor only with the prior written consent of the providing Party. Prior to such release, the receiving Party shall ensure that the contractor or prospective contractor and the contractor's facility are able to protect the information and have an appropriate clearance.

Article 7

In order to establish an equivalent level of protection for classified information provided or exchanged between the Parties, the security classifications shall correspond as follows:

EU	Republic of Serbia
RESTREINT UE	ИНТЕРНО РС or INTERNO RS
CONFIDENTIEL UE	ПОВЕРЉИВО РС or POVERLJIVO RS
SECRET UE	СТРОГО ПОВЕРЉИВО РС or STROGO POVERLJIVO RS
TRES SECRET UE/EU TOP SECRET	ДРЖАВНА ТАЈНА РС or DRŽAVNA TAЈNA RS

Article 8

1. The Parties shall ensure that all persons who, in the conduct of their official duties require access, or whose duties or functions may afford access, to information classified CONFIDENTIEL UE, ПОВЕРЉИВО РС or POVERLJIVO RS, or above, provided or exchanged under this Agreement are security-cleared as appropriate before they are granted access to such information.
2. The security clearance procedures shall be designed to determine whether an individual may, taking into account his or her loyalty, trustworthiness and reliability, have access to classified information.

Article 9

The Parties shall provide mutual assistance with regard to the security of classified information provided or exchanged under this Agreement and matters of common security interest. Reciprocal security consultations and assessment visits shall be conducted by the authorities referred to in Article 12 to assess the effectiveness of the security arrangements within their respective responsibility to be established pursuant to that Article.

Article 10

1. For the purpose of this Agreement:
 - (a) as regards the EU, all correspondence shall be sent through the Chief Registry Officer of the Council and shall be forwarded by him/her to the Member States and to the entities referred to in Article 3, subject to paragraph 2;
 - (b) as regards the Republic of Serbia, all correspondence shall be sent through the Office of the Council for National Security and Protection of Classified Information.
2. However, correspondence from one Party which is accessible only to specific competent officials, organs or services of that Party may, for operational reasons, be addressed and be accessible only to specific competent officials, organs or services of the other Party specifically designated as recipients, taking into account their competencies and according to the need-to-know principle. As far as the EU is concerned, such correspondence shall be transmitted through the Chief Registry Officer of the Council, the Chief Registry Officer of the European Commission or the Chief Registry Officer of the EEAS, as appropriate. As far as the Republic of Serbia is concerned, such correspondence shall be transmitted through the Chief Registry Officer of the Mission of the Republic of Serbia to the EU.

Article 11

The Minister of Foreign Affairs of the Republic of Serbia, the Secretary-General of the Council and the Member of the European Commission responsible for security matters shall oversee the implementation of this Agreement.

Article 12

1. In order to implement this Agreement, security arrangements shall be established between the three authorities designated below, each acting under the direction and on behalf of its organisational superiors, in order to lay down the standards for the reciprocal protection of classified information subject to this Agreement:

- the Office of the Council for National Security and Protection of Classified Information, for classified information provided to the Republic of Serbia under this Agreement,
- the Security Office of the General Secretariat of the Council, for classified information provided to the EU under this Agreement,
- the European Commission Security Directorate, for classified information provided or exchanged under this Agreement within the European Commission and its premises.

2. Before classified information is provided or exchanged between the Parties under this Agreement, the competent security authorities referred to in paragraph 1 shall agree that the receiving Party is able to protect the information in a way consistent with the security arrangements to be established pursuant to that paragraph.

Article 13

1. The competent authority of either Party referred to in Article 12 shall immediately inform the competent authority of the other Party of any proven or suspected cases of unauthorised disclosure or loss of classified information provided by that Party, and shall conduct an investigation and shall report the results to the other Party.

2. The competent authorities referred to in Article 12 shall establish procedures to be followed in such cases.

Article 14

Each Party shall bear its own costs incurred in implementing this Agreement.

Article 15

Nothing in this Agreement shall alter existing agreements or arrangements between the Parties nor agreements between the Republic of Serbia and Member States of the EU. This Agreement shall not preclude the Parties from concluding other agreements relating to the provision or exchange of classified information subject to this Agreement provided they are not incompatible with the obligations under this Agreement.

Article 16

Any differences between the Parties arising out of the interpretation or application of this Agreement shall be addressed by negotiation between them. During the negotiation both Parties shall continue to fulfil all of their obligations under this Agreement.

Article 17

1. This Agreement shall enter into force on the first day of the first month after the Parties have notified each other of the completion of the internal procedures necessary for this purpose.

2. Each Party shall notify the other Party of any changes in its laws and regulations that could affect the protection of classified information referred to in this Agreement.

3. This Agreement may be reviewed for consideration of possible amendments at the request of either Party.

4. Any amendment to this Agreement shall be made in writing only and by common agreement of the Parties. It shall enter into force upon mutual notification as provided under paragraph 1.

Article 18

This Agreement may be terminated by one Party by written notice of termination given to the other Party. Such termination shall take effect six months after receipt of notification by the other Party, but shall not affect obligations already contracted under the provisions of this Agreement. In particular, all classified information provided or exchanged pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein.

In witness whereof the undersigned, respectively duly authorised, have signed this Agreement.

Done at Belgrade, this twenty-sixth day of May in the year two thousand and eleven in two copies, each in the English language.

For the European Union

For the Republic of Serbia

Carl U. AMS.

M. Zecur