

**AGREEMENT
BETWEEN
THE AUSTRIAN FEDERAL GOVERNMENT
AND
THE GOVERNMENT OF GEORGIA
ON
THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION**

The Austrian Federal Government and the Government of Georgia (hereinafter referred to as "the Parties") -

intending to ensure the security of all information designated as classified or as state secret, as applicable, and marked as such in accordance with the national law of either Party and transmitted to the other Party,

wishing to provide rules for the mutual protection of classified information transmitted or generated in the course of the cooperation between the Parties -

have agreed upon the following:

**ARTICLE 1
DEFINITIONS**

For the purposes of this Agreement,

- a) "Classified Information" means any information, regardless of its form, designated as classified or as state secret, as applicable, and marked as such in accordance with the national law of either Party in order to ensure protection against unauthorized disclosure, misuse or loss;
- b) "Competent Authority" means any competent authority and agency of a Party, notified in accordance with Article 13;
- c) "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 law;
- d) "Facility Security Clearance" means the determination by a Competent Authority that a legal entity has the capability to meet the conditions for access to and handling of Classified Information in accordance with the national law;
- e) "Classified Contract" means a contract or subcontract between a legal entity or individual from the State of one Party and a legal entity or individual from the State of the other Party, the implementation of which requires access to Classified Information or its generation.

f) “Third party” means a legal entity or an individual, which is not an Originator or Receiver of the Classified Information transmitted in accordance with this Agreement, a government not Party to this Agreement or an international organization.

g) “Originator” means the originating Party as well as any legal entity or individual under its jurisdiction which releases Classified Information.

h) “Receiver” means the receiving Party as well as any legal entity or individual under its jurisdiction which receives Classified Information.

ARTICLE 2 EQUIVALENCE OF SECURITY CLASSIFICATION LEVELS

The Parties agree on the equivalence of the following security classification levels:

Republic of Austria:	Georgia:	Corresponding English expression:
STRENG GEHEIM	განსაკუთრებული მნიშვნელობის	TOP SECRET
GEHEIM	სრულიად საიდუმლო	SECRET
VERTRAULICH	საიდუმლო	CONFIDENTIAL
EINGESCHRÄNKT	შეზღუდული სარგებლობისათვის	RESTRICTED

ARTICLE 3 MARKING

(1) Classified Information to be transmitted shall be marked by the Originator in accordance with the appropriate security classification level.

(2) Classified Information generated, reproduced or translated in the course of cooperation under this Agreement shall also be marked.

(3) The security classification level shall only be altered or revoked with the written consent of the Originator. The Originator shall inform the Receiver without delay about any alteration or revocation of the security classification level of the transmitted Classified Information.

ARTICLE 4 PRINCIPLES OF THE PROTECTION OF CLASSIFIED INFORMATION

(1) The Parties shall take all appropriate measures to ensure the protection of the transmitted Classified Information and shall provide for the necessary control of this protection.

(2) The Parties shall afford transmitted Classified Information at least the same level of protection as they afford their own Classified Information of the equivalent security classification level.

(3) Transmitted Classified Information shall only be used for the purpose it has been released for.

(4) Transmitted Classified Information shall only be made accessible to persons who are authorized in accordance with the national law to have access to Classified Information of the equivalent security classification level and who require this access for the exercise of their duties.

(5) A Party shall not make Classified Information accessible to a Third Party without the written consent of the Competent Authority of the Originator.

(6) Classified Information generated in the course of cooperation under this Agreement shall enjoy the same protection as transmitted Classified Information.

ARTICLE 5 PERSONNEL SECURITY CLEARANCE

(1) Within the scope of this Agreement, each Party shall recognize the Personnel Security Clearances issued by the other Party.

(2) The Competent Authorities shall assist each other upon request and in accordance with the national law in carrying out vetting procedures necessary for the application of this Agreement.

(3) Within the scope of this Agreement, the Competent Authorities shall inform each other without delay about any alteration with regard to Personnel Security Clearances, in particular about a revocation or an alteration of the security classification level.

(4) Upon request of the Competent Authority of the Originator, the Competent Authority of the Receiver shall issue a written confirmation that an individual has the right to access Classified Information.

ARTICLE 6 CLASSIFIED CONTRACTS

(1) A Classified Contract shall contain provisions on the security requirements and on the classification level of the information to be released.

(2) In the context of Classified Contracts, each Party shall recognize the Facility Security Clearances issued by the other Party.

(3) In the context of the preparation or conclusion of Classified Contracts, the Competent Authorities shall inform each other upon request whether a valid Facility Security Clearance has been issued or the relevant proceedings have been initiated and about the security requirements for the Classified Information involved.

(4) The Competent Authorities shall inform each other without delay about any alteration with regard to Facility Security Clearances falling under this Article, in particular about a revocation or an alteration of the security classification level.

(5) The Originator shall transmit to the Receiver and to the Competent Authority of the Receiver a list of the Classified Information to be transmitted under the Classified Contract.

ARTICLE 7 TRANSMISSION

Classified Information shall be transmitted through diplomatic channels or any other channels as agreed upon between the Competent Authorities and in accordance with the national law of either Party. Receipt of Classified Information shall be acknowledged in writing.

ARTICLE 8 REPRODUCTION AND TRANSLATION

(1) The reproduction and translation of Classified Information may be restricted or excluded by the Originator.

(2) Classified Information marked as GEHEIM / სრულიად საიდუმლო / SECRET shall be reproduced or translated only with the written consent of the Originator. Classified Information marked as STRENG GEHEIM / განსაკუთრებული მნიშვნელობის / TOP SECRET shall not be reproduced or translated by the Receiver.

(3) Classified Information shall only be reproduced or translated by persons authorized to have access to Classified Information of the respective security classification level.

(4) Copies and translations shall be protected in the same way as originals.

ARTICLE 9 DESTRUCTION

(1) Classified Information shall be destroyed in a verifiable way and in a manner that does not permit a full or partial reconstruction. Classified Information marked as STRENG GEHEIM / განსაკუთრებული მნიშვნელობის / TOP SECRET shall not be destroyed but shall be returned.

(2) In case of a crisis situation in which it is impossible to protect or return Classified Information transmitted or generated under this Agreement, the Classified Information shall be destroyed immediately. The Receiver shall inform the Competent Authority of the Originator about this destruction as soon as possible.

ARTICLE 10 VISITS

(1) Visits requiring access to Classified Information are subject to prior permission by the Competent Authority of the host Party. The permission shall be granted

- a. for the duration of up to one year;
b. for one or for multiple visits; and

- c. only to persons authorized in accordance with the national law to have access to Classified Information of the respective security classification level.

(2) Requests for visits shall be submitted to the Competent Authority of the host Party at least three weeks prior to the visit, in urgent cases within a shorter period. The Competent Authorities shall inform each other about the details of the visit and ensure the protection of personal data.

- (3) Requests for visits shall be made in English and shall state in particular the following:
- a. purpose and proposed date of the visit;
 - b. first name and family name, date and place of birth, citizenship and passport or ID card number of the visitor;
 - c. position of the visitor and name of the authority, agency or enterprise represented;
 - d. validity and level of the Personnel Security Clearance of the visitor;
 - e. name, address, phone and fax number, e-mail address and point of contact of the authorities, agencies or facilities to be visited;
 - f. date of the request and signature of the Competent Authority.

ARTICLE 11 BREACH OF SECURITY

(1) In the event of a suspected or established unauthorized disclosure, misuse or loss of Classified Information falling under this Agreement, the Competent Authority of the Receiver shall immediately inform the Competent Authority of the Originator in writing.

(2) Violations of the provisions on the protection of Classified Information falling under this Agreement shall be investigated and prosecuted in accordance with the national law. The Parties shall assist each other upon request.

(3) The Parties shall inform each other about the result of the investigations and the measures taken.

ARTICLE 12 EXPENSES

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

ARTICLE 13 COMPETENT AUTHORITIES

The Parties shall notify each other through diplomatic channels of the Competent Authorities responsible for the implementation of this Agreement.

ARTICLE 14 CONSULTATIONS

- (1) The Competent Authorities shall inform each other of the respective national law on the protection of Classified Information and any significant amendments.
- (2) The Competent Authorities shall, on request, inform each other about their respective security organization and procedures to make it possible to compare and maintain the same security standards.
- (3) In order to ensure close cooperation in the implementation of this Agreement, the Competent Authorities shall consult each other and facilitate the necessary mutual visits.

ARTICLE 15 SETTLEMENT OF DISPUTES

Any dispute regarding the application or interpretation of this Agreement shall only be resolved between the Parties by direct consultations and/or negotiations through diplomatic channels.

ARTICLE 16 FINAL PROVISIONS

- (1) This Agreement is concluded for an indefinite period of time and shall enter into force on the first day of the second month following the day on which the Parties have notified each other of the completion of the internal procedures necessary for the entry into force of this Agreement.
- (2) This Agreement may be amended by written mutual consent of both Parties by a protocol which forms an integral part of this Agreement. Any such protocol shall enter into force in accordance with paragraph 1.
- (3) Each Party may terminate this Agreement by written notice through diplomatic channels at any time. In such a case, the Agreement shall expire six months after the receipt of the termination notice by the other Party. In the case of termination, Classified Information transmitted or generated in application of this Agreement shall continue to be protected under the provisions of this Agreement.

Done in Vienna, on 6 June 2011 in two originals, each in the English, German and Georgian languages, each text being equally authentic. In case of different interpretations of the provisions of the Agreement, the English text shall prevail.

For the Austrian Federal Government:

Michael Spindelegger m.p.

For the Government of Georgia:

Grigol Vashadze m.p.