

Ο περί της Συμφωνίας μεταξύ της Κυβέρνησης της Κυπριακής Δημοκρατίας και της Κυβέρνησης της Ρουμανίας για την Αμοιβαία Προστασία Διαβαθμισμένων Πληροφοριών (Κυρωτικός) Νόμος του 2015 εκδίδεται με δημοσίευση στην Επίσημη Εφημερίδα της Κυπριακής Δημοκρατίας σύμφωνα με το Άρθρο 52 του Συντάγματος.

Αριθμός 7(ΙΙΙ) του 2015

ΝΟΜΟΣ ΠΟΥ ΚΥΡΩΝΕΙ ΤΗ ΣΥΜΦΩΝΙΑ ΜΕΤΑΞΥ ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΗΣ ΚΥΠΡΙΑΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΚΑΙ ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΗΣ ΡΟΥΜΑΝΙΑΣ ΓΙΑ ΤΗΝ ΑΜΟΙΒΑΙΑ ΠΡΟΣΤΑΣΙΑ ΔΙΑΒΑΘΜΙΣΜΕΝΩΝ ΠΛΗΡΟΦΟΡΙΩΝ

Προοίμιο. ΕΠΕΙΔΗ στις 31 Οκτωβρίου 2014 υπογράφηκε στη Λευκωσία Συμφωνία μεταξύ της Κυβέρνησης της Κυπριακής Δημοκρατίας και της Κυβέρνησης της Ρουμανίας για την Αμοιβαία Προστασία Διαβαθμισμένων Πληροφοριών· και

ΕΠΕΙΔΗ το Υπουργικό Συμβούλιο με την Απόφασή του υπ' αριθμό 2/2009 και ημερομηνίας 20.5.2009 ενέκρινε την έναρξη διαπραγματεύσεων για σύναψη της εν λόγω Συμφωνίας· και

ΕΠΕΙΔΗ το Υπουργικό Συμβούλιο με την Απόφασή του υπ' αριθμό Ε76.734 στη συνεδρία του ημερομηνίας 9.4.2014, αποφάσισε να εξουσιοδοτήσει τον Υπουργό Εξωτερικών να υπογράψει την εν λόγω Συμφωνία·

Η Βουλή των Αντιπροσώπων ψηφίζει ως ακολούθως:

Συνοπτικός τίτλος. 1. Ο παρών Νόμος θα αναφέρεται ως ο περί της Συμφωνίας μεταξύ της Κυβέρνησης της Κυπριακής Δημοκρατίας και της Κυβέρνησης της Ρουμανίας για την Αμοιβαία Προστασία Διαβαθμισμένων Πληροφοριών (Κυρωτικός) Νόμος του 2015.

Ερμηνεία. 2. Στον παρόντα Νόμο, εκτός εάν από το κείμενο προκύπτει διαφορετική έννοια -

«Συμφωνία» σημαίνει τη Συμφωνία μεταξύ της Κυβέρνησης της Κυπριακής Δημοκρατίας και της Κυβέρνησης της Ρουμανίας για την Αμοιβαία Προστασία Διαβαθμισμένων Πληροφοριών, η σύναψη της οποίας εγκρίθηκε με τις Αποφάσεις του Υπουργικού Συμβουλίου με αρ. 2/2009 και ημερομηνία 20.5.2009 και με αρ. Ε76.734 και ημερομηνία 9.4.2014 και η οποία, εν συνεχεία, υπογράφηκε στη Λευκωσία στις 31 Οκτωβρίου 2014.

Κύρωση της Συμφωνίας. 3. Με τον παρόντα Νόμο κυρώνεται η Συμφωνία, τα πρωτότυπα κείμενα της οποίας εκτίθενται στην αγγλική γλώσσα στο Μέρος I του Πίνακα, στην ελληνική γλώσσα στο Μέρος II του Πίνακα και στη ρουμανική γλώσσα στο Μέρος III του Πίνακα:

Πίνακας.
Μέρος I,
Μέρος II,
Μέρος III.

Νοείται ότι, σε περίπτωση διαφοράς μεταξύ των κειμένων που εκτίθενται στον Πίνακα, υπερισχύει το κείμενο που εκτίθεται στην αγγλική γλώσσα στο Μέρος I αυτού.

Αρμόδια αρχή για την εφαρμογή της Συμφωνίας. 4. Ως αρμόδια αρχή για την εφαρμογή της Συμφωνίας, καθορίζεται ο Υπουργός Άμυνας.

ΠΙΝΑΚΑΣ
(Άρθρο 3)

Μέρος Ι
(Αγγλική γλώσσα)

Agreement between the Government of the Republic of Cyprus and the
Government of Romania on Mutual Protection of Classified Information

The Government of the Republic of Cyprus and the Government of Romania, hereinafter referred to as "the Parties",

Recognizing the need to set rules on protection of Classified Information mutually exchanged within the scope of political, military, economical, legal, scientific and technological or any other cooperation, as well as Classified Information generated in the process of such cooperation,

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 cooperation between the Parties,

Considering the mutual interests in the protection of Classified Information, in accordance with the legislation of the Parties,

Have agreed as follows:

Article 1
Objective and Scope

1. The objective of this Agreement is to ensure the protection of Classified Information that is commonly generated or exchanged in the process of cooperation between the Parties or between legal entities of the states of the Parties, in accordance with their respective national legislation.
2. This Agreement is applicable to any activity involving the exchange of Classified Information, conducted or to be conducted between the Parties or between legal entities of the states of 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 to the national legislation of the Parties, the result of which may lead to disclosure, loss, destruction, misappropriation or any other type of compromise 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 generates Classified Information;
- c) "Classified Information" means any information, irrespective of its form or nature, which requires protection against unauthorised access, has been classified and so designated by a security classification level, in accordance with the national legislation of the Parties;

- d) "Contractor" means an individual or a legal entity possessing the legal capacity to conclude contracts;
- e) "Facility Security Certificate" means a document issued by the National Security Authority and stemming from an investigative procedure finalized with a positive decision which is to determine the capability of a legal entity to participate in pre-contractual activities or perform classified contracts, in accordance with the respective national legislation;
- f) "National Security Authority" means the state authority of each Party, which in accordance with its national legislation is responsible for the general implementation and supervision of this Agreement; the respective authorities of the Parties are referred to in Article 4 paragraph 1;
- g) "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;
- h) "Originating Party" means the Party, as well as any legal entity under the jurisdiction of its state which generates and releases Classified Information;
- i) "Personnel Security Certificate" means a document issued in accordance with the respective national legislation on the basis of which access to information of a certain security classification level may be granted to an individual;
- j) "Receiving Party" means the Party, as well as any legal entity under the jurisdiction of its state, which receives Classified Information.

Article 3 Security Classification Levels

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

For the Republic of Cyprus	For Romania	Equivalent in English
ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	STRICT SECRET DE IMPORTANTĂ DEOSEBITĂ	TOP SECRET
ΑΠΟΡΡΗΤΟ	STRICT SECRET	SECRET
ΕΜΠΙΣΤΕΥΤΙΚΟ	SECRET	CONFIDENTIAL
ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	SECRET DE SERVICIU	RESTRICTED

Article 4 National Security Authorities

1. The National Security Authorities of the Parties are:

For the Republic of Cyprus:
National Security Authority
Ministry of Defence of the Republic of Cyprus
4 Emmanuel Roidis St.
1432 Nicosia
Republic of Cyprus

For Romania
Government of Romania
National Registry Office for Classified Information
4 Mureş St., District 1
Bucharest
Romania

2. The Parties shall inform each other through diplomatic channels of any relevant change regarding the National Security Authorities.
3. Upon request the National Security Authorities shall notify each other about other competent authorities.
4. The National Security Authorities shall inform each other of respective national legislation 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.
5. If the need arises, the National Security Authorities may conclude security arrangements on specific technical aspects concerning the implementation of this Agreement.

Article 5 Protection Measures and Access to Classified Information

1. In accordance with their national legislation, 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 ensured 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 Receiving Party shall neither mark with a lower security classification level the received Classified Information nor declassify this information without the prior written consent of the Originating Party. The Originating Party shall inform the Receiving Party in writing about any change of the security classification level of the transmitted Classified Information.
3. Access to Classified Information and/or to premises where activities involving Classified Information are performed or where Classified Information is stored shall be limited to persons on a Need-to-know basis who are authorised in accordance with the national legislation of the Parties to have access to Classified Information of the equivalent security classification level.
4. On request, the Parties, through their National Security Authorities, shall confirm that a Personnel Security Certificate or a Facility Security Certificate is granted to an individual or to a legal entity before accessing Classified Information of the Originating Party.

5. Within the scope of this Agreement, each Party shall recognise the Personnel Security Certificates and Facility Security Certificates granted in accordance with the national legislation of the other Party. Each Party shall recognise the security certificates of the other Party in accordance with the equivalence stated in Article 3.
6. The competent authorities shall, in accordance with the national legislation, assist each other upon request at carrying out vetting procedures necessary for the implementation of this Agreement.
7. Within the scope of this Agreement, the National Security Authorities of the Parties shall inform each other without delay about any alteration with regard to the Personnel Security Certificates and the Facility Security Certificates, in particular about their withdrawal or downgrading.
8. The assignment of a security classification level to jointly created Classified Information, its change or the declassification of this information shall be made upon common consent of the Parties.
9. Classified Information shall not be disclosed by the Receiving Party to any state other than the states of the Parties, international organization, legal entity or individual not under the jurisdiction of either of the states of the Parties without the prior written consent of the Originating Party.
10. The Receiving Party shall:
 - a) mark the received Classified Information with its own national security classification level in accordance with the equivalences referred to in Article 3;
 - b) 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, military channels or through other means agreed on by the National Security Authorities. The Receiving Party shall confirm the receipt of Classified Information in writing.
2. Electronic transmission of Classified Information shall be carried out only in cryptic form, using cryptographic methods and devices agreed by the National Security Authorities, in accordance with the national legislation.
3. If necessary, operational and/or operative and intelligence information may be exchanged directly between the relevant authorities of the states of the Parties, in accordance with the national legislation.

Article 7 Translation and Reproduction of Classified Information

1. Translations and reproductions of Classified Information shall be made in accordance with the national legislation of the Receiving Party 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 Originating Party.
2. Classified Information marked ΑΠΟΡΡΗΤΟ/STRICT SECRET/ SECRET or above shall be translated or reproduced only upon prior written consent of the Originating Party.
 3. Classified information shall only be translated by persons dully authorised.

Article 8 Destruction of Classified Information

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

Article 9 Classified Contracts

1. In the event that a Party or a legal entity of its state intends to conclude a Classified Contract to be performed within the territory of the state of the other Party, then the Party on whose territory the performance is taking place will assume responsibility for the protection of Classified Information related to the contract in accordance with the legislation of its state and the provisions of this Agreement.
2. On request, the National Security Authorities shall confirm whether the proposed contractors as well as the individuals participating in pre-contractual negotiations or in the performance of Classified Contracts have been issued appropriate Facility Security Certificates and Personnel Security Certificates; before accessing Classified Information of the Originating Party.
3. The Contractor shall submit information about potential sub-contractors for approval to the National Security Authority in whose territory the Classified Contract is to be performed. Any sub-contractor must fulfil the same security obligations as the Contractor.

4. Each Classified Contract concluded in accordance with this Agreement shall include an appropriate security annex identifying at least the following aspects:
 - a) commitment that the Contractor shall ensure that all persons with access to Classified Information are informed of their responsibility towards the protection of Classified Information in accordance with the national legislation;
 - b) list of Classified Information and list of premises in which Classified Information is generated or managed;
 - c) procedure for communication of changes in the security classification level of Classified Information;
 - d) communication means and electronic means for transmission;
 - e) procedure for the transmission of Classified Information;
 - f) commitment of the Contractor to notify of any actual or suspected Breach of Security;
 - g) commitment of the Contractor to forward a copy of the Classified Contract to its own National Security Authority;
 - h) commitment of the sub-contractor to fulfil the same security obligations as the Contractor.
5. As soon as pre-contractual negotiations begin between potential Contractors, the National Security Authority of the Originating Party shall inform the National Security Authority of the other Party of the security classification level assigned to the Classified Information related to those pre-contractual negotiations.
6. A copy of each security annex shall be forwarded to the National Security Authority of the Party where the Classified Contract is to be performed, to allow adequate security supervision and control.
7. Classified Contracts involving ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ/SECRET DE SERVICIU/RESTRICTED information shall contain an appropriate clause identifying the minimum measures to be implemented for the protection of such Classified Information.
8. If necessary, further detailed procedures related to Classified Contracts/Subcontracts shall be developed and agreed upon between the National Security Authorities of the Parties.

Article 10 Visits

1. Visits involving access to Classified Information by nationals of the state of one Party to the territory of the state of the other Party are subject to prior written consent of the National Security Authorities or otherwise agreed upon between them.
2. A request for a visit shall be submitted at least 20 days prior to the visit unless otherwise mutually approved by the National Security Authorities.
3. The request for visit shall include:
 - a) visitor's name and surname, place and date of birth, citizenship, passport or identification document number;
 - b) name of the legal entity represented by the visitor and position of the visitor in the legal entity;
 - c) name, address and contact information of the legal entity to be visited;

- d) confirmation of the visitor's Personnel Security Certificate, its validity and level;
 - e) object and purpose of the visit;
 - f) expected date and duration of the requested visit. In case of recurring visits the total period covered by the visits shall be stated;
 - g) the date, signature and the official seal of the National Security Authority.
4. Once the visit has been approved, the National Security Authority of the host Party shall provide a copy of the request for visit to the security officers of the legal entity to be visited.
 5. The validity of the visit approval shall not exceed one year.
 6. The National Security Authorities of the Parties may draw up lists of individuals authorised to make recurring visits. The lists are valid for an initial period of twelve months. The terms of the respective visits shall be directly arranged with the appropriate points of contact in the legal entity to be visited by these individuals, in accordance with the terms and conditions agreed upon.
 7. Visitors shall comply with the security regulations and instructions of the host Party.
 8. Each Party shall guarantee the protection of personal data of the visitors according to their respective national legislation.

Article 11 Breach of Security

1. In case of Breach of Security the National Security Authority of the Receiving Party shall inform accordingly the National Security Authority of the Originating Party, as soon as possible and initiate the appropriate investigation.
2. If a Breach of Security arises in a state other than the states of the Parties, the National Security Authority of the dispatching Party shall take all necessary measures in order to ensure that the actions prescribed in paragraph 1 are initiated.
3. The Originating Party shall, upon request, co-operate in the investigation in accordance with paragraph 1.
4. The Originating Party shall be informed of the results of the investigation and shall receive the final report on the reasons and extent of the damage.

Article 12 Expenses

Each Party shall bear its own expenses incurred in the course of application and supervision of this Agreement.

Article 13
Settlement of Disputes

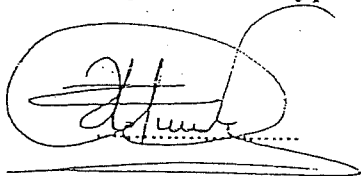
Any dispute regarding the interpretation or application of this Agreement shall be settled by negotiations between the Parties.

Article 14
Final Provisions

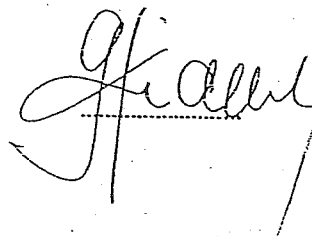
1. This Agreement is concluded for an indefinite period of time and enters into force on the first day of the second month after the date of the receipt of the latest written notification by which the Parties have notified each other, through diplomatic channels, that their national legal requirements necessary for its entry into force have been fulfilled.
2. This Agreement may be amended any time on the basis of mutual written approval of the Parties. The amendments shall enter into force in accordance with paragraph 1.
3. Each Party may, at any time, terminate this Agreement by written notification to the other Party, through diplomatic channels. In this case, the termination takes effect six months after the date of the receipt of the respective notification.
4. Notwithstanding the termination of this Agreement, the Parties shall ensure that all Classified Information shall continue to be protected until the Originating Party dispenses the Receiving Party from this obligation.
5. This Agreement shall be registered with the Secretariat of the United Nations, in accordance with the Article 102 of the United Nations Charter. To this end, the Party on the territory of which the Agreement is signed shall initiate the procedures required, as soon as possible after the entry into force of the Agreement. The other Party shall be informed of the registration date and of the United Nations registration number, immediately after this information has been communicated by the Secretariat.

Done at Nicosia on 31 October 2014 in two original sets, each in the Greek, Romanian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of
the Republic of Cyprus



For the Government of
Romania



Μέρος II

(Ελληνική γλώσσα)

Συμφωνία μεταξύ της Κυβέρνησης της Κυπριακής Δημοκρατίας και της Κυβέρνησης της Ρουμανίας για την Αμοιβαία Προστασία Διαβαθμισμένων Πληροφοριών

Η κυβέρνηση της Κυπριακής Δημοκρατίας και η κυβέρνηση της Ρουμανίας, εφεξής καλούμενες «τα Μέρη»,

Αναγνωρίζοντας την ανάγκη για τον καθορισμό κανόνων σχετικά με την προστασία Διαβαθμισμένων Πληροφοριών τις οποίες ανταλλάσσουν στα πλαίσια πολιτικής, στρατιωτικής, οικονομικής, νομικής, επιστημονικής και τεχνολογικής ή άλλης συνεργασίας, και την προστασία Διαβαθμισμένων Πληροφοριών που προκύπτουν από την εν λόγω συνεργασία,

Σκοπεύοντας να διασφαλίσουν την αμοιβαία προστασία όλων των Διαβαθμισμένων Πληροφοριών οι οποίες διαβαθμίστηκαν στο ένα Μέρος και διαβιβάστηκαν στο άλλο Μέρος ή που κυμαίνονται από κοινού στα πλαίσια συνεργασίας μεταξύ των Μερών,

Λαμβάνοντας υπόψη το αμοιβαίο συμφέρον της προστασίας των Διαβαθμισμένων Πληροφοριών, σύμφωνα με τη νομοθεσία των Μερών,

Συμφώνησαν τα ακόλουθα:

Άρθρο 1

Σκοπός και πεδίο εφαρμογής

- 1 Σκοπός της παρούσας Συμφωνίας είναι η διασφάλιση της προστασίας Διαβαθμισμένων Πληροφοριών οι οποίες παράγονται από κοινού ή ανταλλάσσονται στο πλαίσιο συνεργασίας μεταξύ των Μερών ή μεταξύ νομικών οντοτήτων των κρατών των δύο Μερών, σύμφωνα με τις αντίστοιχες εθνικές νομοθεσίες
- 2 Η παρούσα Συμφωνία εφαρμόζεται σε κάθε δραστηριότητα που σχετίζεται με την ανταλλαγή Διαβαθμισμένων Πληροφοριών, και η οποία διενεργείται ή πρόκειται να διενεργηθεί μεταξύ των Μερών ή μεταξύ νομικών οντοτήτων των κρατών των δύο Μερών.

Άρθρο 2

Ορισμοί

Για τους σκοπούς της παρούσας Συμφωνίας:

- α) «Παραβίαση Ασφαλείας» σημαίνει πράξη ή παράλειψη η οποία αντιβαίνει στην παρούσα Συμφωνία ή στην εθνική νομοθεσία των Μερών και το αποτέλεσμα της οποίας ενδέχεται να οδηγήσει στην κοινολόγηση, απώλεια, καταστροφή, παράνομη χρήση ή οποιαδήποτε άλλη διαρροή των Διαβαθμισμένων Πληροφοριών,
- β) «Διαβαθμισμένη Σύμβαση» σημαίνει κάθε συμφωνία μεταξύ δύο ή περισσότερων εργολάβων, η οποία περιέχει Διαβαθμισμένες Πληροφορίες ή η εφαρμογή της απαιτεί πρόσβαση σε ή δημιουργία Διαβαθμισμένων Πληροφοριών,

- γ) «Διαβαθμισμένες Πληροφορίες» σημαίνει κάθε πληροφορία, ανεξαρτήτως τύπου ή φύσεως, η οποία χρήζει προστασίας από μη εξουσιοδοτημένο χειρισμό και η οποία διαβαθμίστηκε με κάποιο επίπεδο ασφάλειας σύμφωνα με την εθνική νομοθεσία των Μερών.
- δ) «Εργολάβος» σημαίνει το φυσικό ή νομικό πρόσωπο που έχει τη νομική ικανότητα σύναψης συμβάσεων.
- ε) «Πιστοποιητικό Ασφαλείας Φορέα» σημαίνει έγγραφο που εκδίδεται από την Εθνική Αρχή Ασφαλείας κατόπιν έρευνας η οποία ολοκληρώθηκε με την λήψη θετικής απόφασης για την ικανότητα νομικής οντότητας να συμμετέχει σε διαδικασίες ανάθεσης διαβαθμισμένων συμβάσεων ή να εκτελεί διαβαθμισμένες συμβάσεις, σύμφωνα με την αντίστοιχη εθνική νομοθεσία.
- στ) «Εθνική Αρχή Ασφαλείας» σημαίνει την κρατική αρχή κάθε Μέρους, η οποία κατά την εθνική νομοθεσία είναι υπεύθυνη για την γενική εφαρμογή και εποπτεία της παρούσας Συμφωνίας, όπως καθορίζεται στο Άρθρο 4, παράγραφος 1.
- ζ) «Ανάγκη για γνώση» σημαίνει την ανάγκη πρόσβασης σε συγκεκριμένες Διαβαθμισμένες Πληροφορίες, στο πλαίσιο συγκεκριμένης επίσημης θέσης και για την εκτέλεση συγκεκριμένης εργασίας.
- η) «Μέρος Προέλευσης» σημαίνει το Μέρος καθώς και οποιοδήποτε νομικό πρόσωπο υπό την δικαιοδοσία του κράτους του, το οποίο δημιουργεί και κοινολογεί Διαβαθμισμένες Πληροφορίες.
- θ) «Πιστοποιητικό Ασφαλείας Προσωπικού» σημαίνει έγγραφο που εκδίδεται σύμφωνα με την αντίστοιχη εθνική νομοθεσία και βάσει του οποίου παρέχεται εξουσιοδότηση σε φυσικό πρόσωπο για πρόσβαση σε πληροφορίες με συγκεκριμένο επίπεδο διαβάθμισης ασφαλείας.
- ι) «Μέρος Παραλήπτης» σημαίνει το Μέρος, καθώς και οποιοδήποτε νομική οντότητα υπό την δικαιοδοσία του κράτους του, που λαμβάνει Διαβαθμισμένες Πληροφορίες.

Άρθρο 3 Επίπεδα Διαβάθμισης Ασφαλείας

Τα Μέρη συμφωνούν ότι τα ακόλουθα Επίπεδα Διαβάθμισης Ασφαλείας είναι ισοδύναμα και αντιστοιχούν στα επίπεδα διαβάθμισης ασφαλείας τα οποία ορίζονται από την εθνική τους νομοθεσία:

Για την Κυπριακή Δημοκρατία	Για τη Ρουμανία	Αντιστοιχη αγγλική ορολογία
ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	STRICT SECRET DE IMPORTANTĂ DEOSEBITĂ	TOP SECRET
ΑΠΟΡΡΗΤΟ	STRICT SECRET	SECRET
ΕΜΠΙΣΤΕΥΤΙΚΟ	SECRET	CONFIDENTIAL
ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	SECRET DE SERVICIU	RESTRICTED

Άρθρο 4 Εθνικές Αρχές Ασφαλείας

1. Οι Εθνικές Αρχές Ασφαλείας των Μερών είναι:

Για την Κυπριακή Δημοκρατία:

Εθνική Αρχή Ασφαλείας
Υπουργείο Άμυνας της Κυπριακής Δημοκρατίας
Εμμανουήλ Ρούιδη 4
1432 Λευκωσία
Κυπριακή Δημοκρατία

Για τη Ρουμανία

Government of Romania
National Registry Office for Classified Information
4 Mureş St., District 1
Bucharest
Romania

2. Τα Μέρη θα αλληλοενημερώνονται μέσω της διπλωματικής οδού για τυχόν αλλαγές που αφορούν στις Εθνικές Αρχές Ασφαλείας.
3. Κατόπιν αιτήματος, οι Εθνικές Αρχές Ασφαλείας θα αλληλοενημερώνονται σχετικά με άλλες αρμόδιες αρχές.
4. Οι Εθνικές Αρχές Ασφαλείας θα αλληλοενημερώνονται για την αντίστοιχη εθνική νομοθεσία περί Διαβαθμισμένων Πληροφοριών και για τυχόν σημαντικές τροποποιήσεις αυτής και θα ανταλλάσσουν πληροφορίες σχετικά με πρότυπα ασφαλείας, διαδικασίες και πρακτικές για την προστασία των Διαβαθμισμένων Πληροφοριών.
5. Εάν προκύψει ανάγκη, οι Εθνικές Αρχές Ασφαλείας δύνανται να συνάπτουν συμφωνίες διευθετήσεων ασφαλείας επί συγκεκριμένων τεχνικών πτυχών που αφορούν στην εφαρμογή της παρούσας Συμφωνίας.

Άρθρο 5

Μέτρα Προστασίας και Πρόσβαση σε Διαβαθμισμένες Πληροφορίες

1. Σύμφωνα με την εθνική τους νομοθεσία, τα Μέρη λαμβάνουν όλα τα απαραίτητα μέτρα για την προστασία των Διαβαθμισμένων Πληροφοριών που ανταλλάσσουν ή δημιουργούν βάσει της παρούσας Συμφωνίας. Τουλάχιστον, το ίδιο επίπεδο προστασίας θα καθορίζεται στις Διαβαθμισμένες Πληροφορίες όπως προβλέπεται για τις εθνικές Διαβαθμισμένες Πληροφορίες του αντίστοιχου επιπέδου διαβάθμισης ασφαλείας σύμφωνα με το Άρθρο 3.
2. Το Μέρος Παραλήπτης δεν διαβαθμίζει με χαμηλότερο επίπεδο ασφαλείας τις Διαβαθμισμένες Πληροφορίες που λαμβάνει ούτε και αποχαρακτηρίζει τις εν λόγω πληροφορίες χωρίς την εκ των προτέρων γραπτή συγκατάθεση του Μέρους Προέλευσης. Το Μέρος Προέλευσης ενημερώνει γραπτώς το Μέρος Παραλήπτης για οποιαδήποτε αλλαγή στον βαθμό ασφαλείας των διαβιβασθέντων Διαβαθμισμένων Πληροφοριών.
3. Η πρόσβαση σε Διαβαθμισμένες Πληροφορίες και/ή σε κτήρια όπου διεξάγονται δραστηριότητες που αφορούν σε Διαβαθμισμένες Πληροφορίες ή όπου φυλάσσονται Διαβαθμισμένες Πληροφορίες περιορίζεται σε πρόσωπα βάσει της αρχής της ανάγκης για γνώση, τα οποία εξουσιοδοτούνται σύμφωνα με την εθνική νομοθεσία των Μερών, να έχουν πρόσβαση σε Διαβαθμισμένες Πληροφορίες του αντίστοιχου επιπέδου διαβάθμισης ασφαλείας.
4. Κατόπιν αιτήματος, τα Μέρη, μέσω των Εθνικών τους Αρχών Ασφαλείας, επιβεβαιώνουν ότι έχει χορηγηθεί Πιστοποιητικό Ασφαλείας Προσωπικού ή Πιστοποιητικό Ασφαλείας Φορέα σε κάποιο φυσικό ή νομικό πρόσωπο πριν την πρόσβασή του σε Διαβαθμισμένες Πληροφορίες του Μέρους Προέλευσης.
5. Στο πλαίσιο της παρούσας Συμφωνίας, κάθε Μέρος αναγνωρίζει τα Πιστοποιητικά Ασφαλείας Προσωπικού και τα Πιστοποιητικά Ασφαλείας Φορέα, τα οποία χορηγούνται σύμφωνα με την εθνική νομοθεσία των άλλου Μέρους. Κάθε Μέρος αναγνωρίζει τα πιστοποιητικά ασφαλείας του άλλου Μέρους σύμφωνα με την αντιστοιχία που αναφέρεται στο Άρθρο 3.
6. Κατόπιν αιτήματος, οι αρμόδιες αρχές αλληλοβοηθούνται, σύμφωνα με την εθνική νομοθεσία, στην διεξαγωγή των διαδικασιών ελέγχου ασφαλείας για την εφαρμογή της παρούσας Συμφωνίας.
7. Στο πλαίσιο της παρούσας Συμφωνίας, οι Εθνικές Αρχές Ασφαλείας των Μερών αλληλοενημερώνονται χωρίς καθυστέρηση σχετικά με τυχόν αλλαγές στα Πιστοποιητικά Ασφαλείας Προσωπικού και τα Πιστοποιητικά Ασφαλείας Φορέα, και πιο συγκεκριμένα αναφορικά με την απόσυρση ή τον υποχαρακτηρισμό τους.
8. Η απόδοση επιπέδου διαβάθμισης ασφαλείας σε από κοινού δημιουργηθείσες Διαβαθμισμένες Πληροφορίες, καθώς και η τροποποίηση ή ο αποχαρακτηρισμός των εν λόγω πληροφοριών θα γίνονται με την αμοιβαία συγκατάθεση των Μερών.

9. Το Μέρος Παραλήπτης δεν κοινολογεί Διαβαθμισμένες Πληροφορίες σε κανένα κράτος, πλην των κρατών των Μερών, διεθνή οργανισμό, φυσικό ή νομικό πρόσωπο που δεν υπόκειται στην δικαιοδοσία κάποιου εκ των κρατών των Μερών, χωρίς την εκ των προτέρων γραπτή συγκατάθεση του Μέρους Προέλευσης.
10. Το Μέρος Παραλήπτης:
 - α) χαρακτηρίζει τις παραληφθείσες Διαβαθμισμένες Πληροφορίες με το δικό του εθνικό επίπεδο ασφαλείας διαβάθμισης, σύμφωνα με την αντιστοιχία που καθορίζεται στο Άρθρο 3,
 - β) χρησιμοποιεί Διαβαθμισμένες Πληροφορίες αποκλειστικά για τον σκοπό για τον οποίο προβλέπονται.

Άρθρο 6 Διαβίβαση Διαβαθμισμένων Πληροφοριών

1. Οι Διαβαθμισμένες Πληροφορίες διαβιβάζονται μέσω της διπλωματικής ή στρατιωτικής οδού, ή με άλλους τρόπους τους οποίους συμφωνούν οι Εθνικές Αρχές Ασφαλείας. Το Μέρος Παραλήπτης επιβεβαιώνει γραπτώς την λήψη Διαβαθμισμένων Πληροφοριών.
2. Η ηλεκτρονική διαβίβαση Διαβαθμισμένων Πληροφοριών γίνεται μόνο σε κρυπτογραφημένη μορφή, χρησιμοποιώντας κρυπτογραφικές μεθόδους και συσκευές τις οποίες συμφωνούν οι Εθνικές Αρχές Ασφαλείας, σύμφωνα με την εθνική νομοθεσία.
3. Εάν είναι απαραίτητο, οι σχετικές αρχές των κρατών των Μερών δύναται να ανταλλάσσουν επιχειρησιακές πληροφορίες και πληροφορίες ασφαλείας από οτιδήποτε μεταξύ τους, σύμφωνα με την εθνική νομοθεσία.

Άρθρο 7 Μετάφραση και Αναπαραγωγή Διαβαθμισμένων Πληροφοριών

1. Οι μεταφράσεις και οι αναπαραγωγές Διαβαθμισμένων Πληροφοριών γίνονται σύμφωνα με την εθνική νομοθεσία του Μέρους Παραλήπτη και τις ακόλουθες διαδικασίες:
 - α) οι μεταφράσεις και οι αναπαραγωγές χαρακτηρίζονται και προστατεύονται με τον ίδιο βαθμό ασφαλείας και οι πρωτότυπες Διαβαθμισμένες Πληροφορίες,
 - β) οι μεταφράσεις και ο αριθμός των αντιγράφων περιορίζονται σε ό,τι απαιτείται για επίσημη χρήση,
 - γ) οι μεταφράσεις φέρουν κατάλληλη σημείωση στην γλώσσα της μετάφρασης, υποδεικνύοντας ότι περιέχουν Διαβαθμισμένες Πληροφορίες που λήφθηκαν από το Μέρος Προέλευσης.
2. Διαβαθμισμένες Πληροφορίες με διαβάθμιση ΑΠΟΡΡΗΤΟ/STRICT SECRET/ SECRET ή υψηλότερη μεταφράζονται ή αναπαράγονται μόνο με την εκ των προτέρων γραπτή συγκατάθεση του Μέρους Προέλευσης.
3. Οι Διαβαθμισμένες Πληροφορίες μεταφράζονται μόνο από δεόντως εξουσιοδοτημένα πρόσωπα.

Άρθρο 8 Καταστροφή Διαβαθμισμένων Πληροφοριών

1. Οι Διαβαθμισμένες Πληροφορίες καταστρέφονται σύμφωνα με την εθνική νομοθεσία του Μέρους Παραλήπτης και με τρόπο ώστε να αποφεύγεται η μερική ή ολική ανακατασκευή τους.
2. Οι Διαβαθμισμένες Πληροφορίες με διαβάθμιση ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ/STRICT SECRET DE IMPORTANTΑ DEOSEBITΑ/TOP SECRET δεν καταστρέφονται αλλά επιστρέφονται στο Μέρος Προέλευσης.
3. Συντάσσεται έκθεση για την καταστροφή των Διαβαθμισμένων Πληροφοριών και η μετάφρασή της στην αγγλική γλώσσα αποστέλλεται στην Εθνική Αρχή Ασφαλείας του Μέρους Προέλευσης.
4. Σε περίπτωση κατάστασης κρίσης κατά την οποία δεν είναι δυνατή η προστασία ή η επιστροφή Διαβαθμισμένων Πληροφοριών, αυτές καταστρέφονται αμέσως. Το Μέρος Παραλήπτης ενημερώνει την Εθνική Αρχή Ασφαλείας του Μέρους Προέλευσης σχετικά με την εν λόγω καταστροφή το συντομότερο δυνατόν.

Άρθρο 9 Διαβαθμισμένες Συμβάσεις

1. Σε περίπτωση που κάποιο Μέρος ή νομική οντότητα του κράτους του επιθυμεί να συνάψει Διαβαθμισμένη Σύμβαση η οποία πρόκειται να εκτελεστεί εντός της επικράτειας του άλλου Μέρους, το Μέρος στην επικράτεια του οποίου εκτελείται η σύμβαση αναλαμβάνει την ευθύνη της προστασίας των Διαβαθμισμένων Πληροφοριών που σχετίζονται με την σύμβαση σύμφωνα με τη νομοθεσία του κράτους του και τις πρόνοιες της παρούσας Συμφωνίας.
2. Κατόπιν αιτήματος, οι Εθνικές Αρχές Ασφαλείας επιβεβαιώνουν κατά πόσο οι προτεινόμενοι εργολάβοι καθώς και τα άτομα που συμμετέχουν στις διαπραγματεύσεις ανάθεσης ή στην εκτέλεση Διαβαθμισμένων Συμβάσεων έχουν Πιστοποιητικό Ασφαλείας Φορέα και Πιστοποιητικό Ασφαλείας Προσωπικού, πριν την πρόσβαση σε Διαβαθμισμένες Πληροφορίες του Μέρους Προέλευσης.
3. Ο Εργολάβος υποβάλει πληροφορίες σχετικά με πιθανούς υπεργολάβους για έγκριση από την Εθνική Αρχή Ασφαλείας στην επικράτεια της οποίας πρόκειται να εκτελεστεί η Διαβαθμισμένη Σύμβαση. Ο υπεργολάβος πρέπει να τηρεί τις ίδιες υποχρεώσεις ασφαλείας με τον Εργολάβο.
4. Κάθε Διαβαθμισμένη Σύμβαση που συνάπτεται σύμφωνα με την παρούσα Συμφωνία, περιλαμβάνει κατάλληλο παράρτημα ασφαλείας, το οποίο προσδιορίζει τουλάχιστον τις ακόλουθες πτυχές:
 - α) δέσμευση του Εργολάβου με την οποία διασφαλίζεται ότι όλα τα άτομα με πρόσβαση σε Διαβαθμισμένες Πληροφορίες έχουν ενημερωθεί για την ευθύνη τους αναφορικά με την προστασία Διαβαθμισμένων Πληροφοριών, σύμφωνα με την εθνική νομοθεσία,

- β) κατάλογο Διαβαθμισμένων Πληροφοριών και κατάλογο υποστατικών στα οποία παράγονται Διαβαθμισμένες Πληροφορίες ή τυγχάνουν διαχείρισης,
 - γ) διαδικασία γνωστοποίησης αλλαγών στο επίπεδο διαβάθμισης ασφαλείας Διαβαθμισμένων Πληροφοριών,
 - δ) μέσα επικοινωνίας και ηλεκτρονικά μέσα διαβίβασης,
 - ε) διαδικασία διαβίβασης Διαβαθμισμένων Πληροφοριών.
 - στ) δέσμευση του Εργολάβου να ενημερώνει για τυχόν πραγματική ή ενδεχόμενη Παραβίαση Ασφαλείας,
 - ζ) δέσμευση του Εργολάβου να αποστέλλει αντίγραφο της Διαβαθμισμένης Σύμβασης στην οικία Εθνική Αρχή Ασφαλείας,
 - η) δέσμευση του υπεργολάβου να τηρήσει τις ίδιες υποχρεώσεις ασφαλείας με τον Εργολάβο.
5. Μόλις ξεκινήσουν οι διαπραγματεύσεις για την ανάθεση διαβαθμισμένης σύμβασης μεταξύ πιθανών Εργολάβων, η Εθνική Αρχή Ασφαλείας του Μέρους Προέλευσης ενημερώνει την Εθνική Αρχή Ασφαλείας του άλλου Μέρους σχετικά με το επίπεδο διαβάθμισης ασφαλείας που αποδίδεται στις Διαβαθμισμένες Πληροφορίες που σχετίζονται με τις διαπραγματεύσεις για την ανάθεση διαβαθμισμένης σύμβασης.
6. Αντίγραφο κάθε Διαβαθμισμένης Σύμβασης προωθείται στην Εθνική Αρχή Ασφαλείας του Μέρους όπου πρόκειται να διεξαχθούν οι εργασίες, ώστε να επιτραπεί η κατάλληλη επίβλεψη και έλεγχος ασφαλείας.
7. Διαβαθμισμένες Συμβάσεις που αφορούν πληροφορίες ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ/SECRET DE SERVICIU/ RESTRICTED, περιέχουν κατάλληλη ρήτρα η οποία προσδιορίζει τα ελάχιστα μέτρα που πρέπει να εφαρμοστούν για την προστασία τέτοιων Διαβαθμισμένων Πληροφοριών.
8. Εάν είναι αναγκαίο, περαιτέρω λεπτομερείς διαδικασίες σχετικά με Διαβαθμισμένες Συμβάσεις/Συμβάσεις Υπεργολαβίας αναπτύσσονται και συμφωνούνται μεταξύ των Εθνικών Αρχών Ασφαλείας των Μερών.

Άρθρο 10 Επισκέψεις

1. Οι επισκέψεις που αφορούν σε πρόσβαση Διαβαθμισμένων Πληροφοριών από πολίτες του κράτους του ενός Μέρους στην επικράτεια του κράτους του άλλου Μέρους, υπόκεινται στην εκ των προτέρων γραπτή συγκατάθεση των Εθνικών Αρχών Ασφαλείας ή σε συμφωνία μεταξύ τους.
2. Αίτηση επίσκεψης πρέπει να υποβάλλεται τουλάχιστον 20 ημέρες πριν από την επίσκεψη εκτός εάν οι Εθνικές Αρχές Ασφαλείας συμφωνήσουν διαφορετικά.
3. Η αίτηση επίσκεψης περιλαμβάνει:
 - α) το ονοματεπώνυμο, τον τόπο και ημερομηνία γέννησης, την υπηκοότητα, και τον αριθμό διαβατηρίου ή ταυτότητας του επισκέπτη.
 - β) την επωνυμία της νομικής οντότητας που εκπροσωπεί ο επισκέπτης και την θέση του επισκέπτη στη νομική οντότητα.
 - γ) την επωνυμία, διεύθυνση και στοιχεία επικοινωνίας της νομικής οντότητας που πρόκειται να δεχτεί την επίσκεψη.

- δ) την επιβεβαίωση του Πιστοποιητικού Ασφαλείας Προσωπικού του επισκέπτη, της εγκυρότητάς του και του επιπέδου,
- ε) τον σκοπό και τους λόγους της επίσκεψης,
- στ) την αναμενόμενη ημερομηνία και διάρκεια της επίσκεψης. Σε περίπτωση επαναλαμβανόμενων επισκέψεων, αναφέρεται η συνολική διάρκεια των επισκέψεων,
- ζ) ημερομηνία, υπογραφή και επίσημη σφραγίδα της Εθνικής Αρχής Ασφαλείας.
4. Μόλις εγκριθεί η επίσκεψη, η Εθνική Αρχή Ασφαλείας του Μέρους υποδοχής αποστέλλει αντίγραφο της αίτησης επίσκεψης στους λειτουργούς ασφαλείας του νομικού προσώπου που πρόκειται να δεχτεί την επίσκεψη.
5. Η ισχύς της έγκρισης επίσκεψης δεν υπερβαίνει το ένα έτος.
6. Οι Εθνικές Αρχές Ασφαλείας των Μερών δύνανται να καταρτίσουν καταλόγους με φυσικά πρόσωπα τα οποία είναι εξουσιοδοτημένα να κάνουν επαναλαμβανόμενες επισκέψεις. Οι κατάλογοι ισχύουν για αρχική περίοδο δώδεκα μηνών. Οι όροι των αντίστοιχων επισκέψεων θα καθορίζονται άμεσα από τα αρμόδια άτομα της νομικής οντότητας που πρόκειται να δεχτεί την επίσκεψη, σύμφωνα με τους όρους και τις προϋποθέσεις που θα συμφωνηθούν.
7. Οι επισκέπτες τηρούν τους κανόνες και οδηγίες ασφαλείας του Μέρους υποδοχής.
8. Κάθε Μέρος εγγυάται την προστασία των προσωπικών δεδομένων των επισκεπτών σύμφωνα με την αντίστοιχη εθνική νομοθεσία.

Άρθρο 11 Παραβίαση Ασφαλείας

1. Σε περίπτωση παραβίασης ασφαλείας, η Εθνική Αρχή Ασφαλείας του Μέρους Παραλήπτης ενημερώνει την Εθνική Αρχή Ασφαλείας του Μέρους Προέλευσης, το συντομότερο δυνατόν, και ξεκινά την κατάλληλη έρευνα.
2. Εάν η παραβίαση ασφαλείας γίνει σε άλλη από αυτή των Μερών χώρα, η Εθνική Αρχή Ασφαλείας του Μέρους αποστολής, λαμβάνει όλα τα απαραίτητα μέτρα για να διασφαλίσει ότι οι ενέργειες που προβλέπονται στην παράγραφο 1 έχουν τεθεί σε εφαρμογή.
3. Το Μέρος Προέλευσης, κατόπιν αιτήματος, συνεργάζεται στην έρευνα σύμφωνα με την παράγραφο 1.
4. Το Μέρος Προέλευσης ενημερώνεται για τα αποτελέσματα της έρευνας και λαμβάνει την τελική έκθεση των αιτιών και της έκτασης της ζημιάς.

Άρθρο 12 Έξοδα

Κάθε Μέρος αναλαμβάνει τα δικά του έξοδα τα οποία θα προκύψουν από την εφαρμογή και επίβλεψη της παρούσας Συμφωνίας.

Άρθρο 13
Διευθέτηση Διαφορών

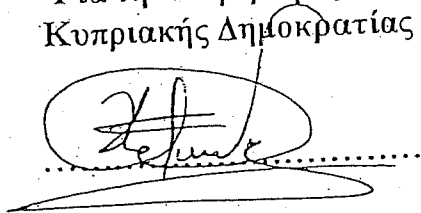
Τυχόν διαφορές που προκύπτουν από την ερμηνεία ή εφαρμογή της παρούσας Συμφωνίας διευθετούνται με διαπραγματεύσεις μεταξύ των Μερών.

Άρθρο 14
Τελικές Πρόνοιες

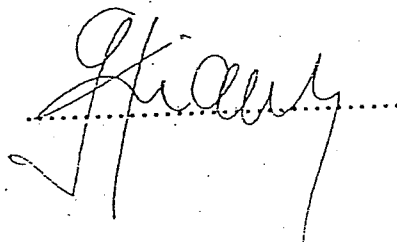
1. Η συμφωνία αυτή συνάπτεται για απεριόριστο χρονικό διάστημα και τίθεται σε ισχύ την πρώτη ημέρα του δεύτερου μήνα μετά την ημερομηνία λήψης της τελευταίας γραπτής ειδοποίησής με την οποία τα Μέρη ανακοινώνουν το ένα στο άλλο, μέσω της διπλωματικής οδού, ότι πληρούνται όλες οι εθνικές νομικές απαιτήσεις για την έναρξη ισχύος της παρούσας Συμφωνίας.
2. Η Συμφωνία αυτή δύναται να τροποποιείται σε οποιοδήποτε χρόνο βάσει αμοιβαίας γραπτής έγκρισης των Μερών. Οι τροποποιήσεις τίθενται σε ισχύ σύμφωνα με την παράγραφο 1.
3. Κάθε Μέρος δύναται, σε οποιοδήποτε χρόνο, να καταγγείλει την Συμφωνία με γραπτή ειδοποίησή του το άλλο Μέρος, μέσω της διπλωματικής οδού. Στην περίπτωση αυτή, η λήξη της Συμφωνίας θα ισχύει έξι μήνες μετά την ημερομηνία λήψης της αντίστοιχης διακοίνωσης.
4. Ανεξαρτήτως της καταγγελίας της παρούσας Συμφωνίας, τα Μέρη διασφαλίζουν ότι όλες οι Διαβαθμισμένες Πληροφορίες θα συνεχίσουν να προστατεύονται έως ότου το Μέρος Προέλευσης απαλλάξει το Μέρος Παραλήπτη από τις υποχρεώσεις του.
5. Η παρούσα Συμφωνία θα κατατεθεί στην Γραμματεία των Ηνωμένων Εθνών σύμφωνα με το Άρθρο 102 του Χάρτη των Ηνωμένων Εθνών. Προς τον σκοπό αυτό, το Μέρος στην επικράτεια του οποίου θα υιογραφεί η παρούσα Συμφωνία θα ξεκινήσει τις απαιτούμενες διαδικασίες το συντομότερο δυνατόν μετά την έναρξη ισχύος της παρούσας Συμφωνίας. Το άλλο Μέρος ενημερώνεται για την ημερομηνία καταχώρησης και τον αριθμό καταχώρησης των Ηνωμένων Εθνών, αμέσως μετά την κοινοποίηση των στοιχείων αυτών από την Γραμματεία.

Συντάχθηκε στη Λευκωσία....., στις 31 Οκτωβρίου 2014 σε δύο πρωτότυπα αντίγραφα, στην ελληνική, ρουμανική και αγγλική γλώσσα, και όλα τα κείμενα είναι εξίσου αυθεντικά. Σε περίπτωση διαφωνίας στην ερμηνεία, το Αγγλικό κείμενο υπερισχύει.

Για την Κυβέρνηση της
Κυπριακής Δημοκρατίας



Για την Κυβέρνηση της
Ρουμανίας



(Ρουμανική γλώσσα)

ACORD
ÎNTRÉ
GUVERNUL REPUBLICII CIPRU
ȘI
GUVERNUL ROMÂNIEI
PRIVIND PROTECȚIA RECIPROCĂ
A INFORMAȚIILOR CLASIFICATE

Guvernul Republicii Cipru și Guvernul României, denumite în continuare „Părți”,

Recunoscând necesitatea stabilirii unui set de reguli privind protecția Informațiilor Clasificate schimbate reciproc în cadrul cooperării politice, militare, economice, juridice, științifice și tehnologice sau de oricare altă natură, cât și a Informațiilor Clasificate generate în procesul acestei cooperări,

Intenționând să asigure protecția reciprocă a tuturor Informațiilor Clasificate care au fost clasificate de către o Parte și transmise celeilalte Părți sau care au fost produse în comun pe parcursul cooperării dintre Părți,

Ținând cont de interesul reciproc privind protecția Informațiilor Clasificate, în conformitate cu legislația Părților,

Au convenit următoarele:

Articolul 1

Scopul și domeniul de aplicare

1. Scopul prezentului Acord este de a asigura protecția Informațiilor Clasificate produse în comun sau schimbate în procesul de cooperare dintre Părți și persoanele juridice din statele Părților, în conformitate cu legislația națională respectivă.
2. Prezentul Acord se aplică oricărei activități ce implică schimbul de Informații Clasificate și care se derulează sau urmează a se derula între Părți sau între persoanele juridice din statele Părților.

Articolul 2

Definiții

În scopul prezentului Acord:

- a) „Incident de Securitate” înseamnă o acțiune sau omisiune contrară prezentului Acord sau legislației naționale a Părților care poate avea drept rezultat dezvăluirea, pierderea, distrugerea, însușirea ilegală sau oricare alt mod de compromitere a Informațiilor Clasificate;
- b) „Contract Clasificat” înseamnă un contract între doi sau mai mulți Contractanți care conține sau a cărui implementare necesită acces la Informații Clasificate sau generează acest tip de informații;

- c) „Informație Clasificată” înseamnă orice informație, indiferent de forma sau natura acesteia, care necesită protecție împotriva accesului neautorizat, a fost clasificată și marcată ca atare printr-un nivel de clasificare de securitate, în conformitate cu legislația națională a Părților;
- d) „Contractant” înseamnă o persoană fizică sau juridică abilitată să încheie contracte;
- e) „Certificat de Securitate Industrială” înseamnă un document emis de Autoritatea Națională de Securitate în baza unei proceduri de investigare finalizate printr-o decizie pozitivă, prin care se atestă că o persoană juridică este abilitată să participe la activitățile pre-contractuale sau să deruleze contracte clasificate, în conformitate cu legislația națională respectivă;
- f) „Autoritate Națională de Securitate” înseamnă autoritatea de stat a fiecărei Părți care, în conformitate cu legislația națională proprie, răspunde de implementarea și urmărirea generală a prezentului Acord; autoritățile respective ale Părților sunt menționate la art. 4 alin.(1);
- g) „Necesitatea de a cunoaște” înseamnă necesitatea de a avea acces la anumite Informații Clasificate pentru exercitarea unei anumite funcții oficiale sau pentru îndeplinirea unor sarcini specifice;
- h) „Partea Emitentă” înseamnă Partea, precum și orice persoană juridică aflată sub jurisdicția statului acesteia, care produce și transmite Informații Clasificate;
- i) „Certificat de Securitate a Personalului” înseamnă un document emis în conformitate cu legislația națională respectivă, în baza căruia unei persoane i se poate acorda accesul la informații cu un anumit nivel de clasificare de securitate;
- j) „Parte Primitoare” înseamnă Partea, precum și orice persoană juridică aflată sub jurisdicția statului acesteia, care primește Informații Clasificate;

Articolul 3 Niveluri de clasificare de securitate

Părțile sunt de acord că următoarele niveluri de clasificare de securitate sunt echivalente și corespund nivelurilor de clasificare de securitate prevăzute în legislațiile naționale:

In Republica Cipro	In România	Echivalentul în limba engleză
ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	STRICT SECRET DE IMPORTANTĂ DEOSEBITĂ	TOP SECRET
ΑΠΟΡΡΗΤΟ	STRICT SECRET	SECRET
ΕΜΠΙΣΤΕΥΤΙΚΟ	SECRET	CONFIDENTIAL
ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	SECRET DE SERVICIU	RESTRICTED

Articolul 4 Autoritățile Naționale de Securitate

1. Autoritățile Naționale de Securitate ale Părților sunt:

În Republica Cipru:

Autoritatea Națională de Securitate
Ministerul Apărării din Republica Cipru
4 Emmanuel Roidis St.
1432 Nicosia
Republica Cipru

În România

Guvernul României
Oficiul Registrului Național al Informațiilor Secrete de Stat
Str. Mureș nr.4., Sector 1
București
România

2. Părțile se vor informa reciproc, prin canale diplomatice, asupra oricărei modificări relevante cu privire la Autoritățile Naționale de Securitate.
3. La cerere, Autoritățile Naționale de Securitate se vor informa reciproc cu privire la alte autorități competente.
4. Autoritățile Naționale de Securitate se vor informa reciproc cu privire la legislația națională din domeniul Informațiilor Clasificate și orice amendamente importante aduse acestei legislații și vor schimba informații privind standardele, procedurile și practicile de securitate pentru protecția Informațiilor Clasificate.
5. Dacă este necesar, Autoritățile Naționale de Securitate pot încheia aranjamente de securitate pe aspecte tehnice specifice privind implementarea prezentului Acord.

Articolul 5 Măsurile de protecție și accesul la Informații Clasificate

1. În conformitate cu legislația națională proprie, Părțile vor lua toate măsurile corespunzătoare pentru protecția Informațiilor Clasificate schimbate sau produse în baza prezentului Acord. Părțile vor asigura pentru aceste Informații Clasificate același nivel de protecție ca și pentru Informațiile Clasificate naționale având nivel de clasificare de securitate echivalent, în conformitate cu art.3.

2. Partea Primitoare nu va marca cu un nivel de clasificare de securitate inferior Informațiile Clasificate primite și nici nu va declassifica aceste informații fără acordul prealabil scris al Părții Emitente. Partea Emitentă va informa Partea Primitoare în scris asupra oricăror modificări survenite în nivelul de clasificare al Informațiilor Clasificate transmise.
3. Accesul la Informații Clasificate și/sau în incintele unde se desfășoară activități ce implică Informații Clasificate sau unde sunt stocate astfel de informații se va limita, cu respectarea principiului „necesitatea de a cunoaște”, numai la persoanele autorizate, în conformitate cu legislația națională a Părților, de a avea acces la Informații Clasificate cu nivel de clasificare de securitate echivalent.
4. La cerere, Părțile, prin intermediul Autorităților Naționale de Securitate, vor confirma faptul că unei persoane fizice sau juridice i s-a acordat Certificat de Securitate a Personalului sau Certificat de Securitate Industrială înainte ca aceasta să aibă acces la Informațiile Clasificate ale Părții Emitente.
5. În temeiul prezentului Acord fiecare Parte va recunoaște Certificatele de Securitate a Personalului și Certificatele de Securitate Industrială acordate în conformitate cu legislația națională a celeilalte Părți. Fiecare Parte va recunoaște certificatele de securitate ale celeilalte Părți în conformitate cu echivalența prevăzută la art. 3.
6. La cerere, autoritățile competente, în conformitate cu legislația națională, își vor acorda asistență reciprocă cu privire la efectuarea procedurilor de verificare necesare implementării prezentului Acord.
7. În aplicarea prezentului Acord, Autoritățile Naționale de Securitate ale Părților se vor informa reciproc, imediat, asupra tuturor modificărilor cu privire la Certificatele de Securitate a Personalului și la Certificatele de Securitate Industrială, în special referitor la retragerea acestora sau scăderea nivelului de acces în baza acestora.
8. Atribuirea unui nivel de clasificare de securitate pentru Informațiile Clasificate create în comun, modificarea acestuia sau declassificarea acestor informații se va realiza cu acordul Părților.
9. Partea Primitoare nu va disemina Informațiile Clasificate niciunor state, altele decât statele Părților, organizații internaționale, persoane juridice sau fizice care nu se află sub jurisdicția unuia dintre statele Părților, fără consimțământul prealabil scris al Părții Emitente.
10. Partea Primitoare:
 - a) va marca Informațiile Clasificate primite cu propriul nivel de clasificare de securitate național, în conformitate cu echivalențele prevăzute la art.3;
 - b) va folosi Informațiile Clasificate numai în scopul pentru care acestea au fost transmise.

Articolul 6

Transmiterea Informațiilor Clasificate

1. Informațiile Clasificate vor fi transmise prin canale diplomatice, militare sau alte mijloace convenite de Autoritățile Naționale de Securitate. Partea Primitoare va confirma în scris primirea Informațiilor Clasificate.
2. Transmiterea electronică a Informațiilor Clasificate se va realiza numai în formă criptată, prin utilizarea mijloacelor și dispozitivelor criptografice convenite de Autoritățile Naționale de Securitate, în conformitate cu legislația națională.
3. Dacă este necesar, informațiile operaționale și/sau operative, cât și informațiile de tip intelligence pot fi schimbate direct între autoritățile relevante ale statelor Părților, în conformitate cu legislația națională.

Articolul 7

Traducerea și multiplicarea Informațiilor Clasificate

1. Traducerile și multiplicările Informațiilor Clasificate se vor realiza în conformitate cu legislația națională a Părții Primitoare și pe baza următoarelor proceduri:
 - a) traducerile și copiile vor fi marcate și protejate în același mod ca și Informațiile Clasificate originale;
 - b) traducerile și numărul copiilor se vor limita la cel necesar scopurilor oficiale;
 - c) traducerea va conține o notă corespunzătoare în limba în care a fost efectuată traducerea, în care se va specifica faptul că aceasta conține Informații Clasificate primite de la Partea Emitentă.
2. Informațiile Clasificate marcate ΑΠΟΡΡΗΤΟ/STRICT SECRET/SECRET sau de nivel superior vor fi traduse sau multiplicare numai cu acordul prealabil scris al Părții Emitente.
3. Informațiile Clasificate vor fi traduse numai de persoane autorizate corespunzător.

Articolul 8

Distrugerea Informațiilor Clasificate

1. Informațiile Clasificate vor fi distruse în conformitate cu legislația națională a Părții Primitoare astfel încât reconstrucția parțială sau totală a acestora să nu fie posibilă.
2. Informațiile Clasificate marcate ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ/STRICT SECRET DE IMPORTANTĂ DEOSEBITĂ/TOP SECRET nu vor fi distruse. Acestea vor fi returnate Părții Emitente.
3. Un proces verbal de distrugere va fi întocmit, iar traducerea acestuia în limba engleză va fi transmisă Autorității Naționale de Securitate a Părții Emitente.

4. În cazul unei situații de urgență în care protejarea sau returnarea Informațiilor Clasificate nu este posibilă, acestea vor fi distruse imediat. Partea Primitoare va informa în cel mai scurt timp Autoritatea Națională de Securitate a Părții Emitente cu privire la această distrugere.

Articolul 9 Contracte Clasificate

1. În cazul în care o Parte sau o persoană juridică din statul său intenționează să încheie un Contract Clasificat ce urmează a se derula pe teritoriul statului celeilalte Părți, atunci Partea pe teritoriul căreia se derulează contractul își va asuma responsabilitatea de a proteja Informațiile Clasificate legate de contract, în conformitate cu legislația statului său și cu prevederile prezentului Acord.
2. La cerere, Autoritățile Naționale de Securitate vor confirma dacă au fost eliberate Certificate de Securitate a Personalului și Certificate de Securitate Industrială corespunzătoare persoanelor și contractanților nominalizați să participe la negocierile pre-contractuale sau la derularea Contractelor Clasificate anterior accesării de către aceștia a Informațiilor Clasificate ale Părții Emitente.
3. Contractantul va transmite, spre aprobare, Autorității Naționale de Securitate pe teritoriul căreia urmează să se deruleze Contractul Clasificat, informații cu privire la posibillii sub-contractanți. Orice sub-contractant trebuie să îndeplinească aceleași obligații de securitate ca și contractantul.
4. Fiecare Contract Clasificat încheiat în conformitate cu prevederile prezentului Acord, va cuprinde o anexă de securitate corespunzătoare în care sunt menționate cel puțin următoarele aspecte:
 - a) obligația prin care Contractantul se asigură că toate persoanele care au acces la Informații Clasificate sunt informate cu privire la responsabilitatea de a proteja Informațiile Clasificate în conformitate cu legislația națională;
 - b) lista Informațiilor Clasificate și lista incintelor unde Informațiile Clasificate sunt produse sau gestionate;
 - c) procedura de comunicare a modificărilor apărute în nivelurile de clasificare de securitate ale Informațiilor Clasificate;
 - d) canale de comunicare și mijloace de transmitere electronică;
 - e) procedura de transmitere a Informațiilor Clasificate;
 - f) obligația Contractantului de a informa cu privire la orice Incident de Securitate survenit efectiv sau posibil;
 - g) obligația Contractantului de a transmite o copie a Contractului Clasificat către Autoritatea Națională de Securitate proprie;
 - h) obligația sub-contractantului de a îndeplini aceleași cerințe de securitate ca și Contractantul.

5. Imediat ce au fost demarate negocierile pre-contractuale între posibili Contractanți, Autoritatea Națională de Securitate a Părții Emitente va informa Autoritatea Națională de Securitate a celeilalte Părți cu privire la nivelul de clasificare de securitate atribuit Informațiilor Clasificate legate de negocierile pre-contractuale.
6. O copie a fiecărei anexe de securitate va fi transmisă Autorității Naționale de Securitate a Părții pe teritoriul căreia urmează să se deruleze Contractul Clasificat în vederea asigurării unei supravegheri și unui control de securitate corespunzătoare.
7. Contractele clasificate care implică informații ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ/ SECRET DE SERVICIU/RESTRICTED vor conține o clauză în care sunt specificate măsurile minime ce urmează să fi implementate pentru protecția acestei categorii de Informații Clasificate.
8. Dacă este necesar, alte proceduri detaliate referitoare la Contractele Clasificate/ Sub-contracte vor fi elaborate și convenite între Autoritățile Naționale de Securitate ale Părților.

Articolul 10

Vizite

1. Vizitele ce implică acces la Informații Clasificate efectuate de cetățenii din statul uneia dintre Părți pe teritoriul statului celeilalte Părți sunt supuse aprobării prealabile scrise a Autorităților Naționale de Securitate sau altei proceduri convenite între Părți.
2. Cererea de vizită va fi transmisă cu cel puțin 20 de zile înainte de vizită, dacă Autoritățile Naționale de Securitate nu au convenit altfel de comun acord.
3. Cererea de vizită va cuprinde:
 - a) numele și prenumele vizitatorului, data și locul nașterii, cetățenia, numărul pașaportului sau documentului de identitate;
 - b) numele persoanei juridice reprezentate de vizitator și funcția vizitatorului în cadrul acesteia;
 - c) denumirea, adresa și datele de contact ale persoanei juridice ce urmează să fie vizitate;
 - d) confirmarea deținerii Certificatului de Securitate a Personalului de către vizitator, valabilitatea și nivelul acestuia;
 - e) obiectivul și scopul vizitei;
 - f) data și durata preconizate pentru vizita solicitată. În cazul vizitelor repetate, se va menționa perioada totală a acestora;
 - g) data, semnătura și ștampila oficială a Autorității Naționale de Securitate.
4. După aprobarea vizitei, Autoritatea Națională de Securitate a Părții gazdă va transmite funcționarului de securitate din organizația ce urmează a fi vizitată, un exemplar al cererii de vizită.

5. Valabilitatea autorizației de vizită nu va depăși un an.
6. Autoritățile Naționale de Securitate ale Părților pot întocmi liste cu persoanele autorizate pentru efectuarea de vizite repetate. Aceste liste sunt valabile pentru o perioadă inițială de douăsprezece luni. Detaliile privind vizitele repetate vor fi stabilite direct cu persoanele de contact organizației care urmează a fi vizitată de aceste persoane, în conformitate cu termenii și condițiile convenite.
7. Vizitatorii vor respecta reglementările și instrucțiunile de securitate ale Părții gazdă.
8. Părțile vor garanta protecția datelor personale ale vizitatorilor în conformitate cu legislația națională proprie.

Articolul 11 **Incidente de securitate**

1. În cazul producerii unui Incident de Securitate Autoritatea Națională de Securitate a Părții Primitoare va informa imediat Autoritatea Națională de Securitate a Părții Emitente și va iniția investigația de securitate adecvată.
2. Dacă un Incident de Securitate are loc pe teritoriul unui alt stat decât statele Părților, Autoritatea Națională de Securitate a Părții care a transmis informațiile va lua toate măsurile necesare pentru a se asigura că au fost inițiate acțiunile prevăzute la alin.(1).
3. La cerere, Partea Emitentă va coopera pe parcursul investigației în conformitate cu alin.(1).
4. Partea Emitentă va fi informată de rezultatele investigației și va primi raportul final asupra cauzelor și întinderii prejudiciului.

Articolul 12 **Cheltuieli**

Fiecare Parte va suporta cheltuielile proprii generate pe parcursul implementării și urmării prezentului Acord.

Articolul 13 **Soluționarea diferendelor**

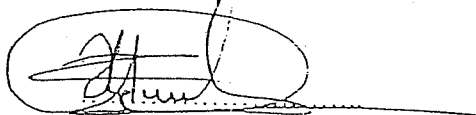
Orice diferend privind interpretarea sau implementarea prezentului Acord se va soluționa prin negocieri între Părți.

Articolul 14 Dispoziții finale

1. Presentul Acord se încheie pe o perioadă nedeterminată de timp și intră în vigoare în prima zi a celei de-a doua luni de la data primirii ultimei notificări scrise prin care Părțile se informează reciproc, prin canale diplomatice, de faptul că au fost îndeplinite cerințele naționale legale pentru intrarea în vigoare a prezentului Acord.
2. Presentul Acord poate fi amendat în orice moment pe baza consimțământului reciproc, în scris, al Părților. Modificările respective vor intra în vigoare în conformitate cu alin.(1).
3. Fiecare Parte poate denunța oricând prezentul Acord prin notificarea în scris a celeilalte Părți, prin canale diplomatice. În acest caz, denunțarea intră în vigoare după șase luni de la data primirii notificării respective.
4. Chiar și în situația denunțării prezentului Acord, Părțile se vor asigura că toate Informațiile Clasificate vor continua să fie protejate până când Partea Emitentă eliberează Partea Primitoare de această obligație.
5. Presentul Acord va fi înregistrat la Secretariatul Națiunilor Unite, în conformitate cu art. 102 din Carta Națiunilor Unite. În acest scop, Partea pe teritoriul căreia se semnează Acordul va iniția procedurile necesare, imediat după intrarea în vigoare a Acordului. Cealaltă Parte va fi informată cu privire la data înregistrării și a numărului de înregistrare atribuit de Națiunile Unite, imediat ce această informație a fost comunicată de către Secretariat.

Încheiat la Nicosia la 31. Octombrie 2014 în două exemplare originale, fiecare în limbile greacă, română și engleză, toate textele fiind egal autentice. În caz de divergențe de interpretare, va prevala textul în limba engleză.

Pentru Guvernul Republicii
Cipru



Pentru Guvernul României

