

**AGREEMENT BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA AND THE GOVERNMENT OF  
ROMANIA CONCERNING MEASURES FOR THE  
PROTECTION OF CLASSIFIED MILITARY INFORMATION**

The Government of the United States of America and the Government of Romania (hereinafter the Parties), in furtherance of mutual cooperation and to ensure the protection of classified military information provided by either party to the other, have agreed as follows:

**ARTICLE 1**

**APPLICABILITY**

A. Classified military information provided directly or indirectly by one Party to the other Party, or to an officer or other representative of one of the Parties, shall be protected in accordance with the laws and regulations of the Parties and the terms set forth herein.

B. The Parties shall promptly notify each other of any changes to their laws and regulations that would affect the protection of classified military information under this Agreement. In such case, the Parties shall consult, as provided for in Article 15, to consider possible changes to this Agreement.

C. For the purpose of this Agreement, classified military information is information that is generated by or for the Department of Defense of the United States of America or by or for the Ministry of National Defense of Romania, or that is under their jurisdiction or control, and which requires protection in the interests of national security of the Parties. For the United States of America, this information is marked CONFIDENTIAL, SECRET, or TOP SECRET. For Romania, it is marked SECRET (SECRET) and TOP SECRET (STRICT SECRET). The United States of America will treat Romanian SECRET information as U.S. SECRET information and will treat Romanian TOP SECRET as U.S. TOP SECRET. Romania will treat United States of America CONFIDENTIAL and SECRET information as Romanian SECRET information and U.S. TOP SECRET information as Romanian TOP SECRET information. The information may be in oral, visual, or documentary form, or in the form of equipment or technology.

## ARTICLE 2

### IMPLEMENTING AGENCIES

For the Government of the United States of America, the implementing agency shall be the Department of Defense. For the Government of Romania, the implementing agency shall be the Ministry of National Defense. Supplemental agreements under this Agreement may be concluded by the designated implementing agencies in accordance with this Agreement.

## ARTICLE 3

### ACCESS

No individual shall be entitled to access to the information covered by this Agreement solely by virtue of rank, appointment, or a security clearance. Access to the information shall be granted only to those individuals whose official duties require such access and who have been granted a personnel security clearance in accordance with the prescribed standards of the Parties. The Parties shall ensure that:

(A) The recipient Party will not release the information to a third-country government, person, or other entity of a third country without the prior written approval of the releasing Party;

(B) The recipient Party will afford the information a degree of protection equivalent to that afforded it by the releasing Party;

(C) The recipient Party will not use the information for other than the purpose for which it was provided without a prior written approval of the releasing Party;

(D) The recipient Party will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information; and

(E) Each facility or establishment that handles classified military information shall maintain a registry of individuals at the facility or establishment who are authorized to have access to such information.

## ARTICLE 4

### PERSONNEL SECURITY

A. The determination on the granting of a personnel security clearance to an individual who will have access to information under this Agreement shall be consistent with the interests of national security of each Party and shall be based upon all available information indicating whether the individual is of unquestioned loyalty, integrity, and trustworthiness, and excellent character, and of such habits and associates as to cast no doubt upon his or her discretion or good judgement in the handling of classified information.

B. An appropriate investigation, in sufficient detail to provide assurance that the above criteria have been met, shall be conducted by the Parties with respect to any individual to be granted access to classified information covered by this Agreement.

C. Before an officer or a representative of a Party releases classified military information to an officer or representative of the other Party, the receiving Party shall provide to the releasing Party an assurance that the officer or representative possesses the necessary level of security clearance and requires access for official purposes, and that the information will be protected by the receiving Party according to the provisions of this Agreement.

## ARTICLE 5

### VISITS

A. Authorizations for visits by representatives of one Party to facilities and establishments of the other Party, where access to classified military information is required, shall be limited to those necessary for official purposes. Authorizations to visit the facilities and establishments shall be granted only by government officials designated by the Parties. The Party to be visited or its designee shall be responsible for advising the facility or establishment of the proposed visit, and the scope and highest level of classified information that may be furnished to the visitors.

B. Requests for visits to facilities and establishments in the United States of America shall be submitted through the Romanian Defense Attache Office in Washington.

C. Requests for visits to facilities and establishments in Romania shall be submitted through the United States Defense Attache Office in Bucharest.

## ARTICLE 6

### PHYSICAL SECURITY

- A. The Parties shall be responsible for the physical security of all classified military information of the other Party while in transit or storage within their territory.
- B. The Parties shall be responsible for the security of all government and private facilities and establishments where the information of the other Party is available and shall assure that qualified individuals are appointed for each such facility or establishment who shall have the responsibility and authority for the control and protection of the information.
- C. The information shall be stored in a manner that assures access only by those individuals who have been authorized access pursuant to Article 3 of this Agreement.

## ARTICLE 7

### TRANSMISSION

- A. Classified military information shall be transmitted between the Parties through government-to-government channels.
- B. The minimum requirements for the security of the information during national or international transmission of classified military information shall be as follows:
- (1) Documents and other media:
    - (a) Documents and other media containing classified military information shall be transmitted in double sealed envelopes, the innermost envelope bearing only the classification of the documents and the organizational address of the intended recipient and the outer envelope bearing the organizational address of the recipient, the organizational address of the sender, and the registry number, if applicable.
    - (b) No indication of the classification of the enclosed information shall be made on the outer envelope or wrapping.
    - (c) The sealed envelope shall be transmitted according to the prescribed regulations and procedures of the releasing Party.

(d) The Parties shall confirm in writing the receipt of the packages as well as the enclosed classified military information that are transferred between them.

(2) Equipment:

(a) Classified equipment shall be transported in sealed covered vehicles, or be securely packaged or protected, and kept under continuous control to prevent access by unauthorized persons.

(b) Classified equipment which must be stored temporarily awaiting shipment shall be placed in a secure, locked storage area. The area shall be protected by intrusion-detection equipment and/or guards with who shall maintain continuous surveillance of the storage area. Only authorized personnel with the requisite security clearance shall have access to the storage area.

(c) Written confirmation shall be obtained on every occasion when classified equipment changes hands en route; and, a receipt shall be signed by the final recipient and returned to the sender.

(3) Electronic transmissions:

Classified military information transmitted by electronic means shall be encrypted.

## ARTICLE 8

### ACCOUNTABILITY AND CONTROL

Accountability or control procedures shall be established to manage the dissemination of and access to classified military information covered by this Agreement.

## ARTICLE 9

### MARKING OF DOCUMENTS

Each Party shall stamp or mark the name of the originating government on all classified military information received from the other Party. The information shall be marked with a national security classification marking of the recipient Party that will afford a degree of protection equivalent to that afforded to it by the releasing Party.

**ARTICLE 10**  
**DESTRUCTION**

**A. Classified documents and other media containing classified military information shall be destroyed by burning, shredding, pulping or other means so as to prevent reconstruction of the classified information contained therein.**

**B. Also, classified equipment shall be destroyed beyond recognition or modified so as to preclude reconstruction of the classified military information in whole or in part.**

**ARTICLE 11**  
**REPRODUCTION**

**When documents or other media containing classified military information are reproduced, all original security markings thereon also shall be reproduced or marked on each copy. Such reproduced documents or media shall be placed under the same controls as the original document or media. The number of copies shall be limited to that required for official purposes.**

**ARTICLE 12**  
**TRANSLATION**

**All translations of classified military information shall be made by individuals with security clearances pursuant to Article 4. The number of copies shall be kept to a minimum and the distribution thereof shall be controlled. Such translations shall bear appropriate security classification markings and a suitable notation in the language into which it is translated, indicating that the documents or other media contain classified military information of the releasing Party.**

## ARTICLE 13

### RELEASE TO CONTRACTORS

Prior to the release to a contractor or prospective contractor of any classified military information covered by this Agreement received from the other Party, the recipient Party shall:

- (A) Ensure that such contractor or prospective contractor and the contractor's facility have the capability to protect the information;
- (B) Grant to the facility an appropriate facility security clearance;
- (C) Grant appropriate personnel security clearances for those individuals whose duties require access to the information;
- (D) Ensure that all individuals having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws and regulations;
- (E) Carry out periodic security inspections of cleared facilities to ensure that the information is protected as required herein; and
- (F) Ensure that access to the information is limited to those persons who have a need to know for official purposes.

## ARTICLE 14

### ACTION IN THE EVENT OF LOSS OR COMPROMISE OR POSSIBLE LOSS OR COMPROMISE

The Releasing Party shall be informed immediately of all losses or compromises, as well as possible losses or compromises, of its classified military information, and the recipient Party shall initiate an investigation to determine the circumstances. The results of the investigation and information regarding measures taken to prevent recurrence shall be forwarded to the Releasing Party by the Party that conducts the investigation.

ARTICLE 15

REVIEW OF SECURITY SYSTEMS

Implementation of the foregoing security requirements can be advanced through reciprocal visits by security personnel of the Parties. Accordingly, security representatives of the Parties, after prior consultation, shall be permitted to visit the other Party, to discuss, and view firsthand, the implementing procedures of the other Party in the interest of achieving reasonable comparability of the security systems. Each Party shall assist the security representatives in determining whether classified military information provided by the other Party is being adequately protected.

ARTICLE 16

IMPLEMENTATION AND TERMINATION

A. This Agreement shall enter into force on the date of last notification that all legal procedures of both Parties have been met.

B. This Agreement shall remain in force for a period of five years and shall be extended automatically annually thereafter, unless either Party notifies the other in writing, ninety days in advance, of its intention to terminate the Agreement.

C. Notwithstanding the termination of this Agreement, all classified military information provided pursuant to this Agreement shall continue to be protected in accordance with the provisions set forth herein.

DONE at Washington D.C. this 21<sup>st</sup> day of June 1995, in duplicate, in the English and Romanian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT  
OF ROMANIA:

