

SPORAZUM
MED
VLADO REPUBLIKE SLOVENIJE
IN
VLADO VELIKEGA VOJVODSTVA LUKSEMBURG
O
IZMENJAVI IN MEDSEBOJNEM VAROVANJU
TAJNIH PODATKOV

Vlada Republike Slovenije in Vlada Velikega vojvodstva Luksemburg, v nadaljevanju "pogodbenici",

sta se v želji, da bi zagotovili varovanje tajnih podatkov, izmenjanih med njima ali med javnimi in zasebnimi subjekti v njuni pristojnosti, ob upoštevanju državnih interesov in varnosti držav

dogovorili:

1. ČLEN

NAMEN IN PODROČJE UPORABE

1. Namen tega sporazuma je zagotoviti varovanje tajnih podatkov, ki se izmenjajo ali nastanejo pri sodelovanju med pogodbenicama.
2. Sporazum ureja vse dejavnosti in se uporablja za vse pogodbe ali sporazume med pogodbenicama, ki zajemajo tajne podatke.

2. ČLEN

POMEN IZRAZOV

V tem sporazumu izrazi pomenijo:

tajni podatek: podatek, dokument ali gradivo ne glede na obliko, ki se prenese ali nastane med pogodbenicama po njuni notranji zakonodaji, zahteva varovanje pred nepooblaščenim razkritjem, odtujitvijo ali izgubo ter je določen za takega in ustrezno označen;

pogodba s tajnimi podatki: izvajalska ali podizvajalska pogodba, vključno s pogajanjem pred sklenitvijo pogodbe, ki vsebuje tajne podatke ali vključuje dostop do njih;

izvajalec: posameznik ali subjekt s pravno sposobnostjo za sklepanje izvajalskih ali podizvajalskih pogodb;

pristojni varnostni organ: pristojni subjekt, ki je v skladu z notranjo zakonodajo pogodbenice pooblaščen za izvajanje tega sporazuma;

dovoljenje za dostop do tajnih podatkov: odločitev pristojnega varnostnega organa po varnostnem preverjanju osebe v skladu z notranjo zakonodajo, na podlagi katere je posameznik pooblaščen za dostop do tajnih podatkov stopnje tajnosti, ki je navedena na dovoljenju, in za ravnanje z njimi;

varnostno dovoljenje organizacije: odločitev pristojnega varnostnega organa po varnostnem preverjanju, da izvajalec izpolnjuje pogoje za ravnanje s tajnimi podatki v skladu z notranjo zakonodajo pogodbenice;

pogodbenica izvora: pogodbenica, vključno z javnimi ali zasebnimi subjekti v njeni pristojnosti, ki daje tajne podatke pogodbenici prejemnici;

pogodbenica prejemnica: pogodbenica, vključno z javnimi ali zasebnimi subjekti v njeni pristojnosti, ki prejema tajne podatke od pogodbenice izvora;

tretja stran: država, vključno z javnimi ali zasebnimi subjekti v njeni pristojnosti, ali mednarodna organizacija, ki ni pogodbenica tega sporazuma;

potreba po seznanitvi: načelo, po katerem se posamezniku lahko dovoli dostop do tajnih podatkov le zaradi opravljanja njegovih/njenih uradnih dolžnosti ali nalog.

3. ČLEN

NACIONALNA VARNOSTNA ORGANA

1. Nacionalna varnostna organa, ki sta ju pogodbenici imenovali za pristojna organa za splošno izvajanje vseh vidikov tega sporazuma in ustrezen nadzor nad njimi, sta:

v Republiki Sloveniji:

Urad Vlade Republike Slovenije za varovanje tajnih podatkov,

v Velikem vojvodstvu Luksemburg:

Service de Renseignement de l'Etat

Autorité nationale de Sécurité.

2. Nacionalna varnostna organa se uradno obveščata o drugih pristojnih varnostnih organih, ki so odgovorni za izvajanje tega sporazuma.
3. Pogodbenici se obveščata o vseh poznejših spremembah nacionalnih varnostnih organov ali pristojnih varnostnih organov.

4. ČLEN

STOPNJE TAJNOSTI

1. Tajni podatki, dani na podlagi tega sporazuma, so označeni z ustreznimi stopnjami tajnosti v skladu z notranjo zakonodajo pogodbenic.
2. Enakovredne oznake stopnje tajnosti so:

za Republiko Slovenijo	za Veliko vojvodstvo Luksemburg
STROGO TAJNO	TRÈS SECRET LUX
TAJNO	SECRET LUX
ZAUPNO	CONFIDENTIEL LUX
INTERNO	RESTREINT LUX

5. ČLEN

DOSTOP DO TAJNIH PODATKOV

1. Dostop do podatkov stopnje INTERNO/RESTREINT LUX je omejen na osebe, ki imajo potrebo po seznanitvi in so bile ustrezno poučene. Za podatke stopnje RESTREINT LUX varnostna dovoljenja zagotovi luksemburški nacionalni varnostni organ.
2. Dostop do podatkov stopnje ZAUPNO/CONFIDENTIEL LUX in višje stopnje je omejen na osebe, ki imajo potrebo po seznanitvi in so bile v skladu z notranjo zakonodajo varnostno preverjene in jim je bil dovoljen dostop do takih podatkov ter so bile ustrezno poučene.
3. Pogodbenici si medsebojno priznavata dovoljenja za dostop do tajnih podatkov. Skladno s tem se uporablja drugi odstavek 4. člena.

6. ČLEN

SODELOVANJE PRI VAROVANJU TAJNOSTI

1. Zaradi doseganja in ohranjanja primerljivih varnostnih standardov nacionalna varnostna organa na zaprosilo drug drugemu zagotavljata podatke o svojih nacionalnih varnostnih standardih, postopkih in praksah za varovanje tajnih podatkov. V ta namen se lahko nacionalna varnostna organa obiskujeta.
2. Nacionalna varnostna organa se obveščata o izjemnih varnostnih tveganjih, ki lahko ogrozijo dane tajne podatke.
3. Na podlagi zaprosila si nacionalna varnostna organa pomagata pri izvajanju postopkov varnostnega preverjanja.
4. Nacionalna varnostna organa se takoj pisno obvestita o vsaki spremembi v medsebojno priznanih varnostnih dovoljenjih.

7. ČLEN

VAROVANJE TAJNIH PODATKOV

1. Pogodbenici zagotavljata tajnim podatkom, prejetim po tem sporazumu, enako varovanje kot svojim podatkom enakovredne stopnje tajnosti.
2. Pogodbenica izvora:
 - a) zagotovi, da so tajni podatki označeni z ustrezno oznako stopnje tajnosti v skladu z notranjo zakonodajo;
 - b) obvesti pogodbenico prejemnico o:
 - pogojih za dajanje tajnih podatkov ali omejitvah pri njihovi uporabi;
 - vsaki poznejši spremembi stopnje tajnosti.
3. Pogodbenica prejemnica:
 - a) pisno potrdi prejem tajnih podatkov;
 - b) zagotovi, da so tajni podatki označeni z enakovredno oznako stopnje tajnosti v skladu z drugim odstavkom 4. člena, in
 - c) zagotovi, da se stopnja tajnosti ne spremeni, razen s pisnim dovoljenjem pogodbenice izvora.
4. Pogodbenica prejemnica tajne podatke uporabi le za namen, za katerega so bili dostavljeni, in z omejitvami, ki jih je navedla pogodbenica izvora.
5. Pogodbenica prejemnica ne da tajnih podatkov tretji strani brez pisnega soglasja pogodbenice izvora.

8. ČLEN

PRENOS TAJNIH PODATKOV

1. Prenos tajnih podatkov med pogodbenicama poteka po diplomatski ali vojaški poti ali kot se dogovorita nacionalna varnostna organa.
2. Tajni podatki se lahko prenašajo prek zaščitениh komunikacijskih sistemov, mrež ali drugih elektromagnetnih medijev, ki jih odobrijo pristojni varnostni organi pogodbenic.

9. ČLEN

RAZMNOŽEVANJE, PREVAJANJE IN UNIČEVANJE TAJNIH PODATKOV

1. Vsi izvodi in prevodi so označeni z ustreznimi oznakami stopnje tajnosti in varovani kot tajni podatki izvirnika. Prevodi in število razmnoženih izvodov so omejeni na najmanjše število, ki je potrebno za uradne namene.
2. Vsak prevod vsebuje ustrezno navedbo v jeziku prevoda, da vsebuje tajne podatke pogodbenice izvora.
3. Tajni podatki stopnje STROGO TAJNO/TRÈS SECRET LUX se prevajajo ali razmnožujejo le s pisnim dovoljenjem pogodbenice izvora.
4. Tajni podatki stopnje STROGO TAJNO/TRÈS SECRET LUX se ne smejo uničiti. Ko jih pogodbenici ne potrebujeta več, se vrnejo pogodbenici izvora.
5. Tajni podatki stopnje TAJNO/SECRET LUX ali nižje stopnje se v skladu z notranjo zakonodajo uničijo, ko jih pogodbenica prejemnica ne potrebuje več.

10. ČLEN

POGODBE S TAJNIMI PODATKI

1. Preden pogodbenica da tajne podatke, ki jih je prejela od druge pogodbenice, izvajalcem ali morebitnim izvajalcem pogodbenice, pogodbenica prejemnica:
 - a) zagotovi, da je ta izvajalec ali morebitni izvajalec zmožen podatke ustrezno varovati in je bil pravilno varnostno preverjen;
 - b) izda dovoljenje za dostop do tajnih podatkov ustrezne stopnje osebam, ki opravljajo naloge, pri katerih je potreben dostop do tajnih podatkov;
 - c) zagotovi, da so vse osebe, ki imajo dostop do tajnih podatkov, seznanjene s svojo odgovornostjo varovanja tajnih podatkov;
 - d) opravlja redne varnostne inšpekcijske preglede v skladu z notranjo zakonodajo.
2. Pogodba s tajnimi podatki vsebuje določbe o varnostnih zahtevah in stopnji tajnosti vsakega vidika ali dela pogodbe s tajnimi podatki. Za namene varnostnega nadzora se izvod teh določb predloži pristojnim varnostnim organom pogodbenic.
3. Pogodbenici si medsebojno priznavata varnostna dovoljenja organizacij. Skladno s tem se uporablja drugi odstavek 4. člena.

11. ČLEN

OBISKI

1. Za obiske, ki vključujejo dostop do tajnih podatkov, je potrebno predhodno dovoljenje nacionalnega varnostnega organa pogodbenice gostiteljice.
2. Zaposilo za obisk se predloži ustreznemu nacionalnemu varnostnemu organu vsaj 20 dni pred začetkom obiska in vsebuje:
 - a) ime in priimek obiskovalca, datum in kraj rojstva, državljanstvo in številko osebne izkaznice ali potnega lista;
 - b) položaj obiskovalca s podatki o delodajalcu, ki ga obiskovalec zastopa;
 - c) podatke o projektu, pri katerem obiskovalec sodeluje;
 - d) veljavnost in stopnjo tajnosti dovoljenja za dostop do tajnih podatkov obiskovalca, če je potrebno;
 - e) ime, naslov, telefonsko številko, številko telefaksa, elektronski naslov organizacije, v kateri bo obisk, in osebo za stike;
 - f) namen obiska, vključno z najvišjo stopnjo obravnavanih tajnih podatkov;
 - g) datum in trajanje obiska. Pri večkratnih obiskih se navede celotno obdobje, v katerem bodo potekali;
 - h) datum, podpis in uradni žig nacionalnega varnostnega organa pošiljatelja.
3. V nujnih primerih se lahko nacionalna varnostna organa dogovorita za krajši rok predložitve zaprosila za obisk.
4. Nacionalna varnostna organa se lahko dogovorita o seznamu obiskovalcev, ki imajo pravico do večkratnih obiskov. Seznam velja največ 12 mesecev in se lahko podaljša še za največ 12 mesecev. Zaposilo za večkratne obiske se predloži v skladu z drugim odstavkom. Ko je seznam potrjen, se lahko sodelujoče organizacije o obiskih dogovarjajo neposredno.
5. Vsak tajni podatek, ki ga pridobi obiskovalec, se na podlagi tega sporazuma šteje za tajni podatek.
6. Vsaka pogodbenica zagotavlja varstvo osebnih podatkov obiskovalcev v skladu z notranjo zakonodajo.

12. ČLEN
KRŠITEV VAROVANJA TAJNOSTI

1. Pogodbenica takoj uradno obvesti drugo pogodbenico o sumu ali odkritju kršitve ali ogrožanja varovanja tajnih podatkov.
2. Nacionalni varnostni organ sprejme vse možne ustrezne ukrepe po svoji notranji zakonodaji, da omeji posledice kršitve ali ogrožanja iz prvega odstavka in prepreči nadaljnje kršitve. Na podlagi zaprosila drug nacionalni varnostni organ pomaga pri preiskavi; obvesti se o izidu preiskave in popravljalnih ukrepih, sprejetih zaradi kršitve.

13. ČLEN
STROŠKI

Vsaka pogodbenica krije svoje stroške, ki nastanejo pri izvajanju tega sporazuma.

14. ČLEN
RAZLAGA IN REŠEVANJE SPOROV

Spore zaradi razlage ali uporabe tega sporazuma pogodbenici rešujeta izključno z medsebojnimi posvetovanji.

15. ČLEN
KONČNE DOLOČBE

1. Sporazum je sklenjen za nedoločen čas. Sporazum mora biti odobren v skladu z notranjepravnimi postopki pogodbenic in začne veljati prvi dan drugega meseca po prejemu zadnjega uradnega obvestila, da so izpolnjene zahteve, potrebne za začetek njegove veljavnosti.
2. Sporazum se lahko kadar koli spremeni s pisnim soglasjem pogodbenic. Spremembe začnejo veljati v skladu s prvim odstavkom.
3. Pogodbenica lahko ta sporazum kadar koli pisno odpove. V takem primeru sporazum preneha veljati šest (6) mesecev po dnevu, ko je druga pogodbenica prejela uradno obvestilo o odpovedi.
4. Ne glede na prenehanje veljavnosti tega sporazuma se vsi tajni podatki, dostavljeni na njegovi podlagi, še naprej varujejo v skladu z njegovimi določbami, dokler pogodbenica izvora pogodbenice prejemnice ne razreši te obveznosti.

5. Sporazum ne vpliva na pravice ...
mednarodnih sporazumov.
6. Za izvajanje sporazuma se lahko sklenejo dogovori o izvajanju.

V potrditev tega sta podpisana, ki sta ju njuni vladi za to pravilno pooblastili,
podpisala ta sporazum.

Sestavljeno v Bruslju 14. maja 2012 ... v dveh izvornikih
v slovenskem, francoskem in angleškem jeziku, pri čemer so vsa besedila
enako verodostojna. Pri različni razlagi prevlada angleško besedilo.

Za Vlado
Republike Slovenije



Za Vlado
Velikega vojvodstva Luksemburg



AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA

AND

**THE GOVERNMENT OF THE GRAND DUCHY OF
LUXEMBOURG**

ON

**THE EXCHANGE AND MUTUAL PROTECTION
OF CLASSIFIED INFORMATION**

The Government of the Republic of Slovenia and the Government of the Grand Duchy of Luxembourg, hereinafter referred to as the "Parties",

wishing to ensure the protection of Classified Information exchanged between the Parties or between public and private entities under their jurisdiction, in respect of national interests and security,

have agreed on the following:

ARTICLE 1

OBJECTIVE AND SCOPE OF APPLICATION

1. The objective of this Agreement is to ensure the protection of Classified Information that is exchanged or generated in the process of co-operation between the Parties.
2. This Agreement shall govern any activity and be applicable to any contract or agreement between the Parties involving Classified Information.

ARTICLE 2

DEFINITIONS

For the purpose of this Agreement, these terms mean the following:

Classified Information: Any information, document or material, regardless of its form, which is transmitted or generated between the Parties under the national laws and regulations of the Parties, which requires protection against unauthorised disclosure, misappropriation or loss, and is designated as such and marked appropriately.

Classified Contract: A contract or a subcontract, including pre-contractual negotiations, which contains Classified Information or involves access to it.

Contractor: An individual or entity possessing the legal capacity to conclude contracts or sub-contracts.

Competent Security Authority: A competent entity authorised according to the national laws and regulations of the Parties that is responsible for the implementation of this Agreement.

Personnel Security Clearance: A determination by the Competent Security Authority following a vetting procedure of the person in accordance with the national laws and regulations of the Parties, on the basis of which an individual is authorised to have the access and to handle Classified Information up to the level defined in the clearance.

Facility Security Clearance: A determination by the Competent Security Authority following a vetting procedure that the contractor fulfils the conditions of handling Classified Information in accordance with the national laws and regulations of the Parties.

Originating Party: The Party, including any public or private entities under its jurisdiction, which releases Classified Information to the Recipient Party.

Recipient Party: The Party, including any public or private entities under its jurisdiction, which receives Classified Information from the Originating Party.

Third Party: A state, including any public or private entities under its jurisdiction, or an international organisation that is not a Party to this Agreement.

Need to Know: A principle by which access to Classified Information may be granted to an individual only in connection with his/her official duties or tasks.

ARTICLE 3

NATIONAL SECURITY AUTHORITIES

1. The National Security Authorities designated by the Parties as responsible for the general implementation and relevant control of all aspects of this Agreement are:

In the Republic of Slovenia:

Urad Vlade Republike Slovenije za varovanje tajnih podatkov

In the Grand Duchy of Luxembourg:

Service de Renseignement de l'Etat

Autorité nationale de Sécurité

2. The National Security Authorities shall notify each other of any other Competent Security Authorities that are responsible for the implementation of this Agreement.
3. The Parties shall inform each other of any subsequent changes of the National Security Authorities or Competent Security Authorities.

ARTICLE 4

SECURITY CLASSIFICATIONS

1. Classified Information released under this Agreement shall be marked with the appropriate security classification level in accordance with the national laws and regulations of the Parties.

2. National security classification markings are considered equivalent as follows:

For the Republic of Slovenia	For the Grand Duchy of Luxembourg
STROGO TAJNO	TRÈS SECRET LUX
TAJNO	SECRET LUX
ZAUPNO	CONFIDENTIEL LUX
INTERNO	RESTREINT LUX

ARTICLE 5

ACCESS TO CLASSIFIED INFORMATION

1. Access to information classified as INTERNO/RESTREINT LUX shall be limited to persons who have a Need to Know and who have been briefed accordingly. For information classified as RESTREINT LUX, security clearance will be provided by the National Security Authority of Luxembourg.
2. Access to information classified as ZAUPNO/CONFIDENTIEL LUX and above shall be limited to persons who have a Need to Know and who, in accordance with national laws and regulations have been security cleared and authorised to have access to such information and who have been briefed accordingly.
3. The Parties shall mutually recognise their respective Personnel Security Clearances. Paragraph 2 of Article 4 shall apply accordingly.

ARTICLE 6

SECURITY CO-OPERATION

1. In order to achieve and maintain comparable standards of security, the National Security Authorities shall, on request, provide each other with information about their national security standards, procedures and practices for the protection of Classified Information. To this end, the National Security Authorities may visit each other.
2. The National Security Authorities shall inform each other of exceptional security risks that may endanger the released Classified Information.
3. On request, the National Security Authorities shall assist each other in carrying out security-clearance procedures.

4. The National Security Authorities shall promptly inform each other in writing about any changes in mutually recognised security clearances.

ARTICLE 7

PROTECTION OF CLASSIFIED INFORMATION

1. The Parties shall afford to Classified Information received under this Agreement the same protection as their own information of the corresponding level of security classification.
2. The Originating Party shall:
 - a) ensure that the Classified Information is marked with an appropriate security classification marking in accordance with its national laws and regulations;
 - b) inform the Recipient Party
 - of any conditions of release or limitations on the use of the Classified Information,
 - of any subsequent changes in the classification.
3. The Recipient Party shall:
 - a) confirm, in writing, the receipt of the Classified Information;
 - b) ensure that the Classified Information is marked with an equivalent classification marking in accordance with Paragraph 2 of Article 4;
 - c) ensure that the classification level is not changed unless authorised in writing by the Originating Party.
4. The Recipient Party shall use the Classified Information only for the purpose for which it has been delivered and within the limitations stated by the Originating Party.
5. The Recipient Party shall not release Classified Information to a Third Party without the written consent of the Originating Party.

ARTICLE 8

TRANSMISSION OF CLASSIFIED INFORMATION

1. Classified Information shall be transmitted between the Parties through diplomatic or military channels or as otherwise agreed by the National Security Authorities.
2. The Classified Information may be transmitted through protected communications systems, networks, or other electromagnetic media approved by the Competent Security Authorities of both Parties.

ARTICLE 9

REPRODUCTION, TRANSLATION AND DESTRUCTION OF CLASSIFIED INFORMATION

1. All reproductions and translations shall bear appropriate security classification markings and they shall be protected as the original Classified Information. The translations and the number of reproductions shall be limited to the minimum required for an official purpose.
2. All translations shall contain a suitable annotation, in the language of translation, indicating that they contain Classified Information of the Originating Party.
3. Classified Information marked STROGO TAJNO/TRÈS SECRET LUX shall be translated or reproduced only upon the written permission of the Originating Party.
4. Classified Information marked STROGO TAJNO/TRÈS SECRET LUX shall not be destroyed. It shall be returned to the Originating Party after it is no longer considered necessary by the Parties.
5. Information classified TAJNO/SECRET LUX or below shall be destroyed after it is no longer considered necessary by the Recipient Party, in accordance with national laws and regulations.

ARTICLE 10

CLASSIFIED CONTRACTS

1. Prior to release to either Parties' contractors or prospective contractors of any Classified Information received from the other Party, the Recipient Party shall:
 - a) ensure that such contractor or prospective contractor has the capability to protect the Classified Information adequately and is properly security cleared;
 - b) grant an appropriate level of Personnel Security Clearance to persons who perform functions which require access to the Classified Information;
 - c) ensure that all persons having access to the Classified Information are informed of their responsibilities to protect the Classified Information;
 - d) carry out periodical security inspections in accordance with national laws and regulations.

2. A Classified Contract shall contain provisions on the security requirements and on the classification of each aspect or element of the Classified Contract. A copy of these provisions shall be submitted to the Competent Security Authorities of the Parties to enable security supervision.
3. The Parties shall mutually recognise their respective Facility Security Clearances. Paragraph 2 of Article 4 shall apply accordingly.

ARTICLE 11

VISITS

1. Visits that involve access to Classified Information shall be subject to the prior permission of the National Security Authority of the host Party.
2. A request for a visit shall be submitted to the relevant National Security Authority at least 20 days prior to the commencement of the visit and shall include the following:
 - a) the visitor's name, date and place of birth, nationality and ID card/passport number;
 - b) the visitor's position, with a specification of the employer that the visitor represents;
 - c) a specification of the project in which the visitor participates;
 - d) the validity and level of the visitor's Personnel Security Clearance, if required;
 - e) the name, address, phone/fax number, e-mail and point of contact of the facility to be visited;
 - f) the purpose of the visit, including the highest level of Classified Information to be involved;
 - g) the date and duration of the visit. In the case of recurring visits, the total period covered by the visits shall be stated;
 - h) the date, signature and the stamping of the official seal of the sending National Security Authority.
3. In urgent cases, the National Security Authorities can agree on a shorter period of submission of a request for a visit.
4. The National Security Authorities may agree on a list of visitors entitled to recurring visits. The list shall be valid for an initial period not exceeding 12 months and may be extended for a further period of time not exceeding 12 months. A request for recurring visits shall be

submitted in accordance with Paragraph 2 of this Article. Once a list has been approved, visits may be arranged directly between the facilities involved.

5. Any Classified Information acquired by a visitor shall be considered Classified Information under this Agreement.
6. Each Party shall guarantee the protection of personal data of the visitors according to national laws and regulations.

ARTICLE 12 BREACH OF SECURITY

1. Each Party shall immediately notify the other Party of any suspicion or discovery of a breach or compromise of the security of Classified Information.
2. The National Security Authority concerned shall undertake all possible appropriate measures under its national laws and regulations to limit the consequences of the breach or compromise referred to in Paragraph 1 of this Article and to prevent further violations. On request, the other National Security Authority shall provide investigative assistance; it shall be informed of the outcome of the investigation and the corrective measures undertaken due to the violation.

ARTICLE 13 COSTS

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

ARTICLE 14 INTERPRETATION AND DISPUTE SETTLEMENT

Any dispute between the Parties on the interpretation or application of this Agreement shall be resolved exclusively by means of consultation between the Parties.

ARTICLE 15 FINAL PROVISIONS

1. This Agreement is concluded for an indefinite period of time. It is subject to approval in accordance with the national legal procedures of the

Parties and shall enter into force on the first day of the second month following receipt of the later notification that the necessary requirements for this Agreement to enter into force have been fulfilled.

2. This Agreement may be amended at any time by written consent of both Parties. Such amendments shall enter into force in accordance with Paragraph 1 of this Article.
3. Each Party shall have the right to terminate this Agreement in writing at any time. In such a case, the validity of the Agreement shall expire six (6) months from the day on which the termination notice was received by the other Party.
4. Notwithstanding the termination of this Agreement, all Classified Information delivered under this Agreement shall continue to be protected in accordance with the provisions stated in this Agreement until the Originating Party relieves the Recipient Party of this obligation.
5. This Agreement does not prejudice the rights and obligations of the Parties arising from other international agreements.
6. Implementing arrangements may be concluded for the implementation of this Agreement.

In witness whereof, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in Brussels on 14 May 2012 in
two originals in the Slovene, French and English languages, each text being
equally authentic. In case of different interpretation, the English text shall
prevail.

For the Government
of the Republic of Slovenia



For the Government
of the Grand Duchy of
Luxembourg

