

Na osnovu člana 21 stav 2 Zakona o zaključivanju i izvršavanju međunarodnih ugovora („Službeni list CG“, broj 77/08), Vlada Crne Gore na sjednici od _____ 2019. godine, donijela je

**ODLUKU
O OBJAVLJIVANJU SPORAZUMA IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE KIPAR
O UZAJAMNOJ ZAŠTITI TAJNIH PODATAKA**

Član 1

Objavljuje se Sporazum između Vlade Crne Gore i Vlade Republike Kipar o uzajamnoj zaštiti tajnih podataka, potpisan u Nikoziji, 14. marta 2012. godine, u originalu na crnogorskom, grčkom i engleskom jeziku.

Član 2

Tekst Sporazuma iz člana 1 ove odluke, u originalu na crnogorskom i engleskom jeziku, glasi:

**SPORAZUM
između Vlade Crne Gore i Vlade Republike Kipar o
uzajamnoj zaštiti tajnih podataka**

Vlada Crne Gore i Vlada Republike Kipar, u daljem tekstu ‚Strane‘,

Uzimajući u obzir garantovanje uzajamne zaštite svih podataka koji su označeni stepenom tajnosti u skladu s nacionalnim zakonima jedne od Strana i proslijeđeni drugoj Strani.

Vođene potrebom regulisanja uzajamne zaštite tajnih podataka, koja će biti obavezujuća u odnosu na svaku međusobnu saradnju vezanu za razmjenu tajnih podataka.

saglasile su se o sljedećem:

Član 1

Definicije

U smislu ovog Sporazuma:

1. Primalac - označava nadležni organ koji prima tajne podatke;
2. Nadležni organi - su organi ovlašćeni da šalju, primaju, čuvaju, štite i koriste tajne podatke u skladu sa nacionalnim zakonom Strane, uključujući i nadležne bezbjednosne organe;
3. Nadležni bezbjednosni organi - su državni organi nadležni za zaštitu tajnih podataka, navedeni u članu 3 stav 1 ovog Sporazuma.

4. Ugovarač - je pojedinac, pravno lice ili organizaciona jedinica, koji imaju pravnu sposobnost zaključivanja ugovora;
5. Povjerljivi ugovor - je ugovor kojim se reguliše ispunjavanje prava i obaveza organa koji nastaju zaključivanjem ugovora, čije izvršavanje podrazumijeva pristup tajnim podacima ili stvaranje takvih podataka.
6. Tajni podaci - su podaci, bez obzira na formu, način zapisa i evidentiranja, te predmeti ili bilo koji njihov dio koji zahtijevaju zaštitu od neovlašćenog otkrivanja u skladu sa nacionalnim zakonom svake od Strana i koji su kao takvi označeni stepenima tajnosti.
7. Nalogodavac - je organ koji namjerava zaključiti ili zaključuje povjerljivi ugovor na teritoriji države druge Strane.

Član 2

Označavanje tajnih podataka

1. Tajni podatak označava se stepenom tajnosti, zavisno od njegovog sadržaja, u skladu sa nacionalnim zakonima svake od Strana. Primljeni tajni podaci označavaju se ekvivalentnim stepenom tajnosti u skladu sa odredbama stava 4.
2. Obaveza iz stava 1 primjenjuje se takođe na tajne podatke nastale kao rezultat zajedničke saradnje između Strana ili nadležnih organa, uključujući one proistekle u vezi sa izvršavanjem povjerljivog ugovora.
3. Stepem tajnosti podatka mijenja ili ukida samo nadležni organ koji ga je odredio. Primalac se bez odlaganja obavještava o svakoj promjeni ili ukidanju stepena tajnosti podatka.
4. Strane su saglasne da su sljedeći stepeni tajnosti podataka ekvivalentni:

Crna Gora	Republika Kipar	Engleski ekvivalent
STROGO TAJNO	ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	TOP SECRET
TAJNO	ΑΠΟΡΡΗΤΟ	SECRET
POVJERLJIVO	ΕΜΠΙΣΤΕΥΤΙΚΟ	CONFIDENTIAL
INTERNO	ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	RESTRICTED

Član 3

Nadležni bezbjednosni organi

1. U smislu ovog Sporazuma, nadležni bezbjednosni organi su:
 - a. za Crnu Goru: Direkcija za zaštitu tajnih podataka,
 - b. za Republiku Kipar: Nacionalni bezbjednosni organ.

2. Nadležni bezbjednosni organi mogu sklopiti implementacione sporazume u svrhu sprovođenja odredbi ovog Sporazuma.

Član 4

Načela zaštite tajnih podataka

1. U skladu sa ovim Sporazumom i svojim nacionalnim zakonima, Strane usvajaju odgovarajuće mjere u cilju zaštite tajnih podataka koji se prenose ili su nastali kao rezultat međusobne saradnje obje Strane ili nadležnih organa, uključujući i one nastale u vezi sa izvršavanjem povjerljivog ugovora.

2. Strane obezbjeđuju podacima iz stava 1 isti stepen zaštite kao za vlastite tajne podatke odgovarajućeg stepena tajnosti, u skladu sa članom 2 stav 4.

3. Primljeni tajni podaci koriste se isključivo u svrhe definisane prilikom dostavljanja.

4. Strane ne objavljuju podatke iz stava 1 trećim stranama, drugoj organizaciji ili organu bez prethodne pisane saglasnosti nadležnog organa druge Strane, koja je odredila odgovarajući stepen tajnosti podatka.

5. Nadležni organi obezbjeđuju potrebnu kontrolu nad zaštitom tajnih podataka.

6. Primljeni tajni podaci dostupni su samo licima po principu potrebno je da zna, koja su prošla bezbjednosnu provjeru, ovlašćena za pristup takvim podacima i brifovana na polju zaštite tajnih podataka u skladu sa svojim nacionalnim propisima.

Član 5

Povjerljivi ugovori

1. Nalogodavac može zaključiti povjerljivi ugovor sa ugovaračem koji se nalazi na teritoriji države jedne od Strana.

2. U slučaju iz stava 1, nalogodavac podnosi zahtjev nadležnom bezbjednosnom organu svoje Strane kako bi zatražio od nadležnog bezbjednosnog organa druge Strane izdavanje pisane garancije da je ugovarač ovlašćen da pristupi tajnim podacima određenog stepena tajnosti.

3. Izdavanjem garancije iz stava 2 garantuje se da ugovarač ispunjava kriterijume za zaštitu tajnih podataka, kako je navedeno nacionalnim zakonima Strane na čijoj teritoriji se ugovarač nalazi.

4. Ako ugovarač nije prethodno ovlašćen za pristup tajnim podacima određenog stepena tajnosti, nadležni bezbjednosni organ koji treba da izda garanciju odmah obavještava nadležni bezbjednosni organ druge Strane da će se na njen zahtjev preduzeti radnje iz stava 3.

5. Tajni podaci nijesu dostupni ugovaraču do prijema garancije iz st. 2 i 3.

6. Nalogodavac obavještava ugovarača o bezbjednosnim zahtjevima potrebnim za izvršavanje povjerljivog ugovora, što naročito uključuje spisak tajnih podataka i pravila za određivanje stepena tajnosti podataka nastalih tokom izvršavanja povjerljivog ugovora. Kopija takvih dokumenata dostavlja se nadležnom bezbjednosnom organu.

7. Nadležni bezbjednosni organ Strane na čijoj teritoriji se povjerljivi ugovor izvršava osigurava da ugovarač štiti tajne podatke koje prenosi nalogodavac ili koji su nastali tokom izvršavanja povjerljivog ugovora, u skladu sa primljenim bezbjednosnim zahtjevima i nacionalnim zakonima njegove Strane.

8. Izvršavanje povjerljivog ugovora u dijelu povezanom sa pristupom tajnim podacima dozvoljava se nakon što ugovarač ispuni kriterijume potrebne za zaštitu tajnih podataka, u skladu sa primljenim bezbjednosnim zahtjevima.

9. Nadležni bezbjednosni organi osiguravaju da svi eventualni podugovarači ispunjavaju iste uslove za zaštitu tajnih podataka kao one utvrđene za ugovarača.

Član 6

Prenos tajnih podataka

1. Tajni podaci prenose se diplomatskim ili drugim kanalima koji osiguravaju njihovu zaštitu od neovlašćenog otkrivanja, a koje dogovore nadležni bezbjednosni organi obje Strane. Primalac u pisanom obliku potvrđuje prijem tajnih podataka.

2. Tajni podaci mogu se prenositi preko zaštićenih sistema i IT mreža, koji su licencirani za upotrebu u skladu sa nacionalnim zakonima jedne od Strana.

Član 7

Umnožavanje i prevođenje tajnih podataka

1. Podaci koji su označeni stepenom tajnosti STROGO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET umnožavaju se samo nakon prethodnog pisanog odobrenja nadležnog organa koji ih je dostavio.

2. Umnožavanje tajnih podataka vrši se u skladu sa nacionalnim zakonima svake od Strana. Umnoženim podacima obezbjeđuje se ista zaštita kao i originalima. Broj kopija svodi se na broj koji je potreban u službene svrhe.

3. Prevod tajnih podataka vrše pojedinci koji su prošli bezbjednosnu provjeru. Svi prevodi moraju imati odgovarajuću napomenu na jeziku na koji su prevedeni, u kojoj se navodi da sadrže tajne podatke nadležnog organa druge Strane. Prevodu se obezbjeđuje ista zaštita kao originalima.

Član 8

Uništavanje tajnih podataka

1. Tajni podaci se uništavaju u skladu sa nacionalnim zakonima Strana, na način kojim se isključuje mogućnost djelimične ili potpune rekonstrukcije istih, izuzimajući tajne podatke iz stava 2 ovog člana.
2. Tajni podaci označeni stepenom tajnosti STROGO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET/ ne uništavaju se. Vraćaju se nadležnom organu koji ih je dostavio.

Član 9

Posjete

1. Licima koja dolaze u posjetu iz države jedne od Strana u državu druge Strane dozvoljava se pristup tajnim podacima u mjeri u kojoj je to potrebno, kao i pristup prostorijama u kojima se tim tajnim podacima rukuje i u kojima se obrađuju ili čuvaju, samo nakon što dobiju pisano odobrenje koje je izdao nadležni organ druge Strane.
2. Nadležni organ obavještava nadležni bezbjednosni organ o svojoj namjeri da izda odobrenje iz stava 1.
3. Odobrenje iz stava 1 daje se isključivo licima koja su ovlašćena za pristup tajnim podacima u skladu sa nacionalnim zakonima Strane koja je to lice uputila.
4. Zahtjev za posjetu uključuje:
 - a. svrhu, datum i program posjete;
 - b. ime i prezime posjetioca, datum i mjesto rođenja, državljanstvo, broj putne isprave ili broj lične karte;
 - c. radno mjesto posjetioca uključujući naziv institucije ili organizacije koju on ili ona predstavlja;
 - d. potvrdu stepena dozvole za pristup tajnim podacima posjetioca;
 - e. naziv i adresu organizacije koja se posjećuje;
 - f. ime, prezime i radno mjesto lica koje će posjetiti.
5. U cilju izdavanja odobrenja iz stava 1, lični podaci lica koja dolaze u posjetu drugoj Strani dostavljaju se unaprijed, blagovremeno nadležnom organu, u skladu sa nacionalnim zakonima Strana.
6. Nadležni organi obje Strane obezbjeđuju zaštitu ličnih podataka lica koje dolazi u posjetu u skladu sa svojim nacionalnim zakonima.
7. Tajni podaci dostupni tokom posjete štite se u skladu sa odredbama ovog Sporazuma.

Član 10

Povreda propisa koji se odnose na zaštitu tajnih podataka

1. Svaka povreda propisa koji se odnose na zaštitu tajnih podataka koji su dostavljeni ili su nastali kao rezultat međusobne saradnje između nadležnih organa Strana, uključujući i one nastale u vezi sa izvršavanjem povjerljivog ugovora, istražuje se i procesuiru u skladu sa nacionalnim zakonima Strane na čijoj državnoj teritoriji je došlo do povrede.
2. U slučaju utvrđivanja neovlašćenog otkrivanja podataka iz stava 1, nadležni organi Strana bez odlaganja obavještavaju o tom slučaju jedan drugog, i o tome obavještavaju nadležni bezbjednosni organ svoje Strane.
3. U slučaju kada je do neovlašćenog otkrivanja tajnih podataka došlo na teritoriji treće strane, Strana koja je dostavila podatke otpočinje radnje iz st. 1 i 2.
4. Nadležni organ jedne od Strana bez odlaganja obavještava nadležni organ druge Strane o činjenicama neovlašćenog otkrivanja tajnih podataka i o rezultatu radnji iz stava 1. Nadležni organ koji je obaviješten o slučaju neovlašćenog otkrivanja, nakon podnošenja relevantnog zahtjeva, saraduje u istražnim radnjama.
5. Odredbe st. 1 do 4 takođe se primjenjuju ako postoji sumnja da je došlo do neovlašćenog otkrivanja podataka iz stava 1.

Član 11

Troškovi

Svaka Strana snosi svoje troškove koji proizlaze iz implementacije ovog Sporazuma.

Član 12

Konsultacije

1. Nadležni bezbjednosni organi Strana obavještavaju jedan drugog o svim izmjenama i dopunama nacionalnih zakona i/ili propisa koji se odnose na zaštitu tajnih podataka.
2. Nadležni bezbjednosni organi Strana međusobno se konsultuju, na zahtjev jednog od njih, kako bi se osigurala bliska saradnja u implementaciji odredbi ovog Sporazuma.
3. Obje Strane dopuštaju predstavnicima nadležnog bezbjednosnog organa druge Strane da dođu u posjete na njenu teritoriju kako bi razgovarali o postupcima za zaštitu tajnih podataka koje je prenijela druga Strana.

Član 13

Rješavanje sporova

1. Svi sporovi u vezi sa primjenom ovog Sporazuma rješavaju se direktnim pregovorima između nadležnih bezbjednosnih organa Strana.

2. Ako rješavanje spora ne može da se postigne na način iz stava 1, spor se rješava diplomatskim putem.
3. Tokom pregovora, strane nastavljaju da ispunjavaju svoje obaveze koje proističu iz odredbi ovog Sporazuma.

Član 14

Završne odredbe

1. Ovaj Sporazum stupa na snagu u skladu sa nacionalnim zakonima svake od Strana, što se utvrđuje razmjenom obavještenja. Sporazum stupa na snagu prvog dana drugog mjeseca nakon prijema posljednjeg obavještenja.
2. Ovaj Sporazum se zaključuje na neodređeno vrijeme. Može ga otkazati bilo koja Strana na osnovu prethodnog pisanog obavještenja drugoj Strani. U tom slučaju otkaz ovog Sporazuma stupa na snagu šest mjeseci nakon datuma podnošenja obavještenja o otkazu.
3. U slučaju otkaza istog, svi tajni podaci preneseni ili nastali kao rezultat međusobne saradnje nadležnih organa Strana, uključujući tajne podatke nastale u vezi sa izvršavanjem povjerljivog ugovora, i dalje se štite u skladu sa odredbama ovog Sporazuma sve dok je to potrebno u zavisnosti od stepena tajnosti podatka..
4. Ovaj Sporazum može se izmijeniti i dopuniti na osnovu pisanog pristanka obje Strane. Takve izmjene i dopune stupaju na snagu u skladu sa odredbama stava 1.

Sačinjeno u Nikoziji, dana 14. marta 2012. godine u tri originala, svaki na crnogorskom, grčkom i engleskom jeziku, s tim da su svi tekstovi jednako autentični. U slučaju razlika u tumačenju, mjerodavan je tekst na engleskom jeziku.

U IME VLADE CRNE GORE

Milan Roćen, s.r.
*Ministar vanjskih poslova i evropskih
integracija*

U IME VLADE REPUBLIKE KIPAR

Dr.Erato Kozakou –Marcoullis, s.r.
Ministar vanjskih poslova

AGREEMENT

**Between the Government of Montenegro and
the Government of the Republic of Cyprus on the
Mutual Protection of Classified Information**

The Government of Montenegro and the Government of the Republic of Cyprus hereinafter referred to as "Parties".

Having due regard for guaranteeing the mutual protection of all information which has been classified pursuant to the internal laws of either Party and transmitted to the other Party.

Being guided by creation of regulation in the scope of the mutual protection of Classified Information, which is to be binding in relation to all mutual cooperation connected with the exchange of Classified Information.

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement:

1. "Addressee" - means the competent Authority receiving the classified Information.
2. "Competent Authorities" - means bodies authorized to transmit, receive, store, protect and use Classified Information in accordance with the internal law of their Party, including the Competent Security Authorities;
3. "Competent Security Authorities" - means state authorities, which are competent for the protection of Classified Information, as these authorities are referred to in Article 3 Paragraph 1 of this Agreement.
4. "Contractor" - means an individual, a legal entity or an organizational unit, which has legal capacity to conclude contracts;
5. "Classified Contract" - means an agreement regulating enforceable rights and obligations between the bodies concluding the agreement, the performance of which involves access to Classified Information or originating of such information;
6. "Classified Information" - means any information irrespective of the form, carrier and manner of recording thereof and objects or any part of thereof, which require protection against unauthorized disclosure in accordance with the internal law of each Party and which has been so designated by a security classification marking.
7. "Principal" - means a body, which intends to conclude or concludes a Classified Contract in the territory of the State of the other Party.

Article 2

The Categorization of Classified Information

1. Classified Information is granted a security classification level in accordance to its content, pursuant to the internal laws of each Party. Received Classified Information shall be granted equivalent security classification level, according to the provisions of Paragraph 4.
2. The obligation referred to in Paragraph 1 shall also apply to Classified information generated as a result of mutual co - operation between the Parties or the Competent

Authorities, including this originated in connection with the performance of the Classified Contract.

3. The security classification level shall be changed or removed only by the Competent Authority, which has granted it. The addressee shall be immediately notified on every change or removal of security classification level.

4. The Parties agree that the following security classification levels are equivalent:

Montenegro	Republic of Cyprus	English Equivalent
STROGO TAJNO	ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ	TOP SECRET
TAJNO	ΑΠΟΡΡΗΤΟ	SECRET
POVJERLJIVO	ΕΜΠΙΣΤΕΥΤΙΚΟ	CONFIDENTIAL
INTERNO	ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΧΡΗΣΗΣ	RESTRICTED

Article 3

Competent Security Authorities

1. For the purpose of this Agreement, the Competent Security Authorities shall be:

- a. for Montenegro: Directorate for protection of classified information
- b. for the Republic of Cyprus: the National Security Authority.

2. The Competent Security Authorities may conclude implementation agreements for the purpose of the implementation of the provisions hereof.

Article 4

Principles of Classified Information Protection

1. In accordance with this Agreement and their internal laws, the Parties shall adopt appropriate measures aimed at the protection of Classified Information which is transmitted or originated as a result of mutual co-operation between both Parties or the Competent Authorities, including this originated in connection with the performance of a Classified Contract.

2. The Parties shall provide for the information referred to in paragraph 1 at least the same protection as applicable to their own Classified Information under the relevant security classification level, pursuant to Article 2 Paragraph 4.

3. Received Classified Information shall be used exclusively for the purposes defined at the transmission thereof.

4. Either Party shall not release the information referred to in paragraph 1 to any third parties or other organization or body without a prior written consent of the Competent Authority of the other Party, which granted adequate security classification level.
5. The Competent Authorities shall ensure necessary control over Classified Information protection.
6. Received Classified Information shall be accessible only to those persons who have a need-to-know, who have been security cleared and who have been authorized to have access to such information as well as briefed in the scope of Classified Information protection according to the internal laws of their Party.

Article 5

Classified Contracts

1. The Principal may conclude a Classified Contract with the Contractor located in the state territory of one of the Parties.
2. In the case referred to in Paragraph 1, the Principal shall submit a request to the Competent Security Authority of its Party to ask the Competent Security Authority of the other Party for issuing a written assurance that the Contractor is authorized to have access to Classified Information of the specified security classification level.
3. The issuing of the assurance referred to in Paragraph 2 shall be the amount to a guarantee that the Contractor fulfils the criteria in the scope of the protection of Classified Information, as specified in the internal laws of the Party in whose territory the Contractor is located.
4. If the Contractor has not been previously authorized to have access to Classified Information of the specified security classification level, the Competent Security Authority which is to issue the assurance, shall immediately notify the Competent Security Authority of the other Party, that upon its request, the actions referred to in Paragraph 3 will be undertaken.
5. Classified Information shall not be accessible to the Contractor until the receipt of the assurance referred to in Paragraphs 2 and 3.
6. The Principal shall notify the Contractor of the security requirements necessary to perform the Classified Contract, which include in particular a list of Classified Information and rules of classification of the information originated during the performance of the Classified Contract. The copy of such documents shall be transmitted to the Competent Security Authority.
7. The Competent Security Authority of the Party in whose territory the Classified Contract is to be performed shall ensure that the Contractor protects classified information transmitted by the Principal or originated during the performance of the classified Contract in accordance with the received security requirements and internal laws of its Party.

8. The performance of the Classified Contract in the part connected with access to Classified Information shall be allowed upon the Contractor's meeting the criteria necessary for the protection of Classified Information, according to the received security requirements.

9. The Competent Security Authorities shall ensure that any possible subcontractors shall comply with the same conditions for the protection of Classified Information as those laid down for the Contractor.

Article 6

Transmission of Classified Information

1. Classified Information shall be transmitted through diplomatic channels or through other channels ensuring its protection against unauthorized disclosure, agreed upon between the Competent Security Authorities of both Parties. The addressee shall confirm the receipt of Classified Information in writing.

2. Classified Information may be transmitted via protected systems and IT networks, which have been licensed for use pursuant the internal laws of one of the Parties.

Article 7

Reproduction and Translation of Classified Information

1. Information classified as STROGO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall be reproduced only after a prior written permission issued by the Competent Authority, which provided this information.

2. Reproduction of Classified Information shall be pursuant to the internal laws of each of the Parties. Reproduced information shall be placed under the same protection as the originals. Number of copies shall be reduced to that required for official purposes.

3. Any translation of Classified Information shall be made by properly security cleared individuals. All translations shall bear an appropriate note in the language into which they have been translated, stating that they contain Classified Information of the Competent Authority of the other Party. The translation shall be placed under the same protection as the originals.

Article 8

Destruction of Classified Information

1. Without prejudice to Paragraph 2, Classified Information, shall be destroyed according to the internal laws of the Parties, in such a manner as to eliminate the partial or total reconstruction of the same.

2. Classified Information marked as STROGO TAJNO / ΑΚΡΩΣ ΑΠΟΡΡΗΤΟ / TOP SECRET shall not be destroyed. It shall be returned to the Competent Authority which provided the same.

Article 9

Visits

1. Persons arriving on a visit from the State of either Party to the State of the other Party shall be allowed access to Classified Information to the necessary extent as well as to the premises where such Classified Information is handled, processed or stored only after receiving a written permit issued by the Competent Authority of the other Party.
2. The Competent Authority shall notify the Competent Security Authority of its intention to issue the permit referred to in Paragraph 1.
3. The permit referred to in Paragraph 1 shall be granted exclusively to the persons authorized to have access to Classified Information pursuant to the internal laws of the Party delegating such a person.
4. Request for a visit shall include:
 - a. purpose, date and program of the visit;
 - b. name and surname of the visitor, date and place of birth, nationality, passport number or identity card number;
 - c. position of the visitor together with the name of the institution or organization which he or she represents;
 - d. certification of the level of Personnel Security Clearance held by the visitor;
 - e. name and address of the organization to be visited;
 - f. name, surname and position of the person to be visited.
5. To the extent required to obtain the permit referred to in Paragraph 1, the personal data of the persons arriving on a visit to the other Party shall be transmitted sufficiently in advance to the Competent Authority, in accordance with the internal laws of each Party.
6. The Competent Authorities of both Parties shall ensure the protection of the personal data of the person arriving on a visit pursuant to their internal laws.
7. Classified Information accessible during the visit shall be protected pursuant to the provisions of this Agreement.

Article 10

Breach of Security Regulation Concerning Mutual Protection of

Classified Information

1. Any breach of security regulation concerning the protection of Classified Information provided or originated as a result of mutual co-operation between the Competent authorities of the Parties, including this originated in the connection with the performance of a Classified

Contract, shall be investigated and prosecuted pursuant to the internal laws of this Party in whose the state territory the breach has occurred.

2. In the event of identifying the unauthorized disclosure of the information, referred to in Paragraph 1, the Competent Authorities of the Parties shall immediately notify such a case to each other and shall notify the competent Security Authority of their Party.

3. In the event when unauthorized disclosure of Classified Information has occurred in the territory of a third Party, the Party which provided the information shall initiate actions referred to in Paragraphs 1 and 2.

4. The Competent Authority of either Party shall notify immediately the Competent Authority of the other Party of the facts of unauthorized disclosure of Classified Information and of the result of actions referred to in Paragraph 1. The Competent Authority, which was notified about the event of the unauthorized disclosure shall, after submitting a relevant request cooperate in the investigative actions.

5. Provision of Paragraphs 1 – 4 shall also apply if there is a suspicion that the unauthorized disclosure of the information referred to in Paragraph 1 has occurred.

Article 11

Expenses

Each Party shall cover its own expenses resulting from the implementation of this Agreement.

Article 12

Consultation

1. The Competent Security Authority of the Parties shall notify each other of any amendments to the national laws and/or regulations concerning the protection of Classified Information.

2. The Competent Security Authorities of the Parties shall consult each other, upon the request of one of them, in order to ensure close cooperation in the implementation of the provisions hereof.

3. Each Party shall allow the representatives of the Competent Security Authority of the other Party to come on visits to its own territory to discuss the procedures for the protection of Classified Information transmitted by the other Party.

Article 13

Settlement of Disputes

1. Any disputes concerning the application of this Agreement shall be settled by direct negotiations between the Competent Security Authorities of the Parties.

2. If the settlement of a dispute can not be reached in the manner referred to in Paragraph 1, such a dispute shall be settled through diplomatic channels.
3. Pending the negotiations, the Parties shall continue to fulfil their obligations stemming from the provisions of this Agreement.

Article 14

Final Provisions

1. This Agreement shall enter into force in accordance with the internal laws of each of the Parties, which shall be stated in the way of exchange of the notes. The Agreement shall enter into force on the first day of the second month following the receipt of the latter note.
2. This Agreement is concluded for an unlimited period of time. It may be terminated by either Party upon giving a written notice to the other Party. In such a case this Agreement shall expire six months after the date of the termination notice.
3. In the event of the termination thereof, any Classified Information transmitted or originated as a result of mutual co-operation between the Parties of the Competent Authorities, including Classified Information originated in the connection with performance of Classified Contract, shall continue to be protected pursuant to the provisions of this Agreement as long as required under the given security classification level.
4. This Agreement may be amended on the basis of mutual written consent by both Parties. Such amendments shall enter into force in accordance with the provisions of Paragraph 1.

Done at Nicosia on 14 March 2012 in three original copies, each in Montenegrin, Greek and English languages, all texts being equally authentic. In case of divergences of interpretation, the English text shall prevail.

**ON BEHALF OF THE GOVERNMENT OF
MONTENEGRO**

Milan Roćen. s.r.
*Minister of Foreign Affairs and European
Integration*

**ON BEHALF OF THE GOVERNMENT OF
THE REPUBLIC OF CYPRUS**

Dr. Erato Kozakou - Marcoullis, s.r.
Minister of Foreign Affairs

Član 3

Ova odluka stupa na snagu osmog dana od dana objavljivanja u „Službenom listu Crne Gore-Međunarodni ugovori“.

Broj: _____
Podgorica, _____2019. godine

Vlada Crne Gore

**Predsjednik,
Duško Marković**