



Cooperation Between Poland and the USA in the Protection of Classified Information

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Abstract

The military cooperation between Poland and the USA so far has undoubtedly influenced the shape of the external security. The tangible expression of this cooperation is, among others, the signing of an agreement between Poland and the USA for the purchase of the Patriot system in July 2017. As a result, Poland joined the elite group of countries possessing weapons capable of countering enemy ballistic and maneuvering missiles. It also adjusts the domestic armed forces to the NATO standards and the requirements of the modern battle-field. An additional aspect of the existing cooperation between Poland and the USA is the agreement on the protection of classified information in the military sphere. In this context, the aim of this article is to identify the scope of cooperation between Poland and the USA in the area of security measures, which should guarantee the protection of classified information considering the interests of both countries. During the considerations, two basic research methods were used: analysis and synthesis. The former method was used in relation to the content of the concluded contract and the opinions presented in the literature on the subject. The latter method was used to formulate conclusions resulting from the conducted analysis. The considerations undertaken proved that there is an area of mutual cooperation in the field of protection of classified information between Poland and the USA. They also made it possible to obtain an answer to the question of what security measures determine the effectiveness of the protection of classified information in the military sphere between the contracting states.

Keywords

international agreement, military sphere, safety, security measures, protection of classified information

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1. Introduction

The present study is the result of an analysis of the provisions of the Agreement of March 8, 2007, between the Government of the Republic of Poland and the Government of the United States of America concerning security measures for the protection of classified information in the military sphere. Upon the commencement of the analysis of the Agreement, the current state of knowledge in the field covered by the Agreement was diagnosed. It turned out to be extremely scarce. Meanwhile, the cooperation between Poland and the USA is developing, and everything implies that it will continue developing in the near future. This is evidenced by various types of contracts and agreements of strategic importance for the defense of the state, among others, regarding the country's air defense in connection with the implementation of the "Wisła" program, under which an agreement was concluded between Poland and the USA for the purchase of the Patriot system. As a result, Poland will acquire weapons capable of countering ballistic and maneuvering missiles that threaten state air security. An additional aspect of the existing cooperation between Poland and the USA is the agreement on the protection of classified information in the military sphere. It is extremely important because detailed information on air defense, land forces equipment, air force, logistic security was and still is the object of desire of other countries. On the other hand, the intelligence services wage a continuous and undeclared war over them (Goryński 2013). For this reason, the aim of the research project was to identify the scope of cooperation between Poland and the USA in the area of the security measures, which should guarantee the protection of classified information considering the interests of both countries. Moreover, the article aims to solve the research problem presented in the form of the following question: can the security measures specified in the Agreement ensure effective protection of classified information in the military sphere between the contracting states? Using the methodological approach, the adopted hypothesis was that the provisions of the concluded agreement constitute an optimal model of security measures for the protection of classified information in the military sphere.

It should be emphasized that the significance of the aforementioned security measures for the protection of classified information for both countries should not raise any doubts. As it was raised in domestic and foreign literature, the disclosure of classified information relating to the military sphere could have negative consequences for the organization and functioning of the state and its defense capabilities (Johnson 1989, p. 89). Consequently, the disclosure of information may be legally withheld for national security reasons if there is no reasonable measure by which to limit the harm arising from such disclosure (Földes 2014).

On the other hand, it should be noted that the concluded Agreement does not exhaustively regulate all the issues related to the protection of classified information. It is related to the specificity of the mentioned protection. In practice, depending on the territorial location, classified information will remain under the jurisdiction of the Polish or American regulations. If it remains outside the territory of these countries, the protection of classified information will be determined by the provisions of the Agreement. This triplicity of regulations has an impact on the scope of measures for the protection of classified information by the Parties to the Agreement.

It is necessary to highlight the fact that at the stage of drafting the Agreement, the Parties resolved a fundamental problem related to the types of clauses that should be applied to classified information relating to the military sphere. This issue was resolved as follows: it was agreed to use the same security classifications i.e. "top secret", "secret", "confidential".

On the other hand, classified information marked by Poland as "restricted", which does not have an American equivalent, should be treated as "confidential". Apart from the arrangements concerning the use of the security classification, the Parties did not define them. In view of the above, the granting of clauses concerning classified information in the military sphere in Poland is carried out according to the following criteria (Agreement, 2010, Article 5):

- the "top secret" clause shall be used if the unauthorized disclosure of information causes extremely serious damage to the Republic of Poland;
- the "secret" clause shall be used if the unauthorized disclosure of information causes serious damage to the Republic of Poland;
- the "confidential" clause shall be used if the unauthorized disclosure of information causes damage to the Republic of Poland (Topolewski 2020, p. 59).

Ultimately, the verification of the adopted hypothesis laid out the perspective of the research procedure aimed at determining the legal nature of the concluded Agreement, the conditions for its conclusion, the scope of the subject, the competence of the national authorities to comply with the contractual provisions and the contractual reservations in disputes.

2. The conclusion of a contract in relation to treaty provisions

Moving on to specific issues, it should be noted that the Agreement of March 8, 2007 between the Government of the Republic of Poland and the Government of the United States of America on security measures for the protection of classified information in the military sphere, concluded between Poland and the USA, can be classified as an international agreement. It is in line with Article 2(1)(a) of the Vienna Convention on the Law of Treaties of May 23, 1969, which states that "a treaty means an international agreement between states, concluded in writing and governed by international law, whether or not it is included in one document, or in two or more documents, and regardless of its particular name" (Convention, 1969). In the legal doctrine, it is emphasized that international agreements are the main mechanism for creating legally binding standards between states (Fritzmaurice, 2010), and are an instrument for ensuring stability, reliability and order in international relations (Dörr & Schmalenbach 2012). It is also regulated by the law of treaties, which specifies the procedure for concluding contracts, the rules of validity, termination or withdrawal (Convention, 1969). For this reason, Poland and the USA, being subjects of international law, are obliged to fulfil the concluded Agreement on the terms on which they agreed (Villiger, 2009). Of key importance for the discussed issue is the fact that the subjective and objective scope of the concluded Agreement has been met: the parties have clearly indicated who is to be a participant in the concluded agreement and what it should refer to.

3. Prerequisites for the conclusion of the Agreement

The preamble to the Agreement on security measures for the protection of classified information in the military sphere concluded by the Government of the Republic of Poland and the Government of the United States of America shows that its conclusion was inspired by the need to strengthen mutual cooperation in the military sphere. It is appropriate to

agree with the idea of the concluded Agreement, taking into account the fact that the cooperation declared in the Agreement was determined by factors that had an impact on the security of Poland at that time. In the related literature, there are convergent positions on this issue. These factors include geopolitical location, the lack of political stability in Ukraine (Timothy, 2015), the unpredictability of the Belarusian government (Hansbury, 2020), the direct adjacency of Poland and the Kaliningrad Oblast and Russia's effort to maintain its influence in this area (Douhan, 2012).

Along with the agreement with the views presented, it can be concluded that Poland's external security should be perceived as a set of external elements influencing the state and related to its functioning. The perception of external security as a system of mutually connected elements of the environment has become a key argument for the thesis that in the face of mutual military relations, normative solutions are necessary at the level of the contracting states, which should serve, *inter alia*, the protection of classified information in the military sphere. The above thesis seems to be correct if we take into account that the lack of security measures in the field of classified information protection in the military sphere may disrupt or seriously disturb the functioning of the state organization or harm its security (Johnson 1989). Hypothetically, such a situation may occur in the reality of Poland's functioning, especially since the military cooperation with the United States concerns many issues related to the functioning of the Polish Armed Forces, such as the purchase of weapons, modernization of military equipment, and participation in joint military missions.

4. The subject matter of the contract

Before the detailed considerations on the regulations of the concluded Agreement are presented, the importance of the issue under consideration should be emphasized. Taking a stance on its subject is important not only for the assessment of the correctness of the Agreement, but also for the description of the individual contractual solutions. Even a cursory analysis of the content of the Agreement indicates that it includes the following issues: transmitting and marking classified information; limited access to classified information; physical security; personal security; destroying, duplicating and translating classified information; sharing classified information with contractors; records and control of classified information. The Agreement also includes the procedure in the case of loss or unauthorized disclosure of classified information in the military sphere. In addition, the issue of the competence of national authorities in the field of classified information security in the military sphere between Poland and the USA was resolved. These issues will be analyzed in detail below.

The issue of transmitting and marking classified information between Poland and the USA has been regulated in Article 2 of the Agreement. According to the adopted solution, information may be transmitted directly to the Contracting Party or through an officer or other authorized representative. It is worth noting that the phrase "other authorized representative" used in Article 2 shows that an intermediary in the transfer of classified information may be a person who is not an officer or a soldier. It should be added that classified information may be transmitted in oral, visual or written form, including the form of equipment or technology. The Agreement also allows for classified information to be transmitted via ICT systems and networks; however, classified information provided by electronic means must be encrypted.

The procedure adopted in the Agreement requires that the security classification of the transmitting Party's classified information should correspond to the classification of classified information of the receiving Party. Documents and electronic media containing classified information are required to be provided in double and sealed envelopes containing the business address of the recipient. The receipt of attached documents or other media must be confirmed by the last recipient, and the sender must be provided with the confirmation.

The Agreement also regulates the issue of protecting the transport of classified equipment. According to the adopted standard, classified equipment should be transported in sealed and covered vehicles and secured against its identification. In addition, it is required to secure classified equipment in order to prevent unauthorized access to it with the use of security devices and security personnel holding a security clearance. In the case of transporting classified equipment by changing persons, it is required to confirm that the transport has been taken over by subsequent persons up to and including the last recipient. The presented regulations lead to the conclusion that in the field of security measures, an important place belongs to undertakings related to the transfer, transport and protection of classified information in the military sphere. In this case, the Parties to the Agreement did not refer only to the national regulations, but introduced their own legislative clarifications.

Limited access to classified information in the military sphere is reflected in Article 6 of the Agreement. According to the aforementioned provision, in light of the legal status in question, limited access to classified information in the military sphere is based on the following principles. Firstly, it is allowed to disclose classified information only to persons whose official tasks require familiarization with it. Secondly, these persons must hold a security clearance issued by the Parties. Thirdly, the indicated persons have been trained to protect classified information in accordance with the domestic law of each Party. Importantly, the mere possession of a military rank, official position or possession of a security clearance, in light of the concluded Agreement, does not constitute sufficient grounds for gaining access to classified information.

In the context of compliance with the order of limited access to classified information, attention is drawn to the additional rigors of Article 6 of the Agreement. According to these: 1) The Parties may not provide classified information to a third party without the written consent of the sending Party; 2) the Party receiving the classified information is obliged to ensure the level of protection corresponding to the security classification specified by the sender; 3) the Party receiving the classified information is obliged to use it only for the purpose for which it was disclosed; 4) the Party receiving the classified information will respect the protection of personal rights, such as patents, copyrights or other rights that form part of the information being transmitted; 5) units using classified information will keep a register of persons who hold a security clearance and who are authorized to access such information in the units concerned.

The presented normative solutions lead to the conclusion that the Agreement contains "autonomous" regulations increasing the guarantees of limited access to classified information in the military sphere.

The issue of physical security of classified information has been regulated in Articles 10-12 of the Agreement. In light of the presented regulations, each Party to the Agreement is responsible for the protection of classified information received from the other Party during its transfer or storage on its territory. Each Party is also responsible for the security in all facilities where the received classified information is stored. It is necessary for each Party to assign a qualified person to each facility with authority to control and protect this information. At the same time, under the concluded Agreement, the Parties undertook to store the classified information in a way that restricts access to it only to persons who have a se-

curity clearance and have been trained in the protection of classified information, in accordance with the national regulations. A similar regime applies to persons whose official tasks require familiarization with the discussed information.

The presented regulations lead to the conclusion that the regulations established by the Agreement are effective in the field of physical protection of the classified information in the military sphere.

The next issue, personal security in the area of classified information, is regulated by the provisions of Articles 7-8 of the Agreement. Under the first provision, Article 7, the decision to issue a security clearance to a natural person should be consistent with the national security interests of the Parties to the Agreement. Most of all, it can be issued only after conducting the verification procedure. At the same time, pursuant to the concluded Agreement, an obligation to carry out a screening procedure was introduced in relation to persons having access to classified information in terms of the proper use of the information. In light of the latter provision, Article 8, before admitting to access classified information, the officer or authorized person should be checked for security clearance and the confirmation that access to information is necessary for them due to the performance of official tasks.

The presented contractual regulation of the Parties shows that the purpose of the screening procedure is to obtain knowledge about the ability of the natural person to use classified information without risking disclosure. The arguments of the parties are reflected in professional literature. Namely, it was emphasized that personal security is one of the key elements of the classified information protection system. For this reason, it is desirable that a person who has access to this type of information on account of the performed professional duties gave the pledge of secrecy (Krzykwa 2018).

By the way, it should be mentioned that the provisions of the Agreement do not regulate the validity period of a natural persons' access to classified information marked with a specific type of secrecy classification (i.e.: "top secret", "secret", "confidential"). In this situation, it must be assumed that the Polish side to the Agreement is bound by the criteria of validity of access to classified information in the military sphere indicated in Article 29 sec. 3 of the Act on the protection of classified information: 10 years – in the case of access to classified information marked as "confidential"; seven years – for access to classified information marked as "secret"; five years – for access to classified information marked as "top secret".

Another issue of destroying, duplicating and translating classified information in the military sphere found its normative expression in Articles 14-18 of the Agreement. Pursuant to the presented regulation, the documents and other media containing classified information are destroyed in a way that prevents the reconstruction of classified information contained therein. Whereas classified equipment should be destroyed in a way that excludes partial or complete reconstruction of classified information. In the case of duplicating classified documents or other media, all the original classification clauses contained therein should be placed on each copy and be subject to the same control rules as the originals.

In addition, any translations of classified information may be made only by persons holding a security clearance. The number of copies produced is limited to the necessary minimum and controlled. The translations made in this way should be marked with security classification and in the language into which the translation was made with information that the document contains classified information from the sending Party.

In conclusion, the presented regulations impose an obligation on users of classified information to be particularly careful with regard to their destruction, duplication and translation.

The issue of disclosing classified information in the military sphere to contractors is regulated in Article 19 paragraph 1-6 of the Agreement. At the beginning, the meaning of the term "contractor" requires clarification, as it is difficult to deny that it is ambiguous. In light of Article 1(5) of the Agreement, a contractor is an entity that has been awarded a contract

by the contract agency of one of the Parties. In relation to the defined "contractor", the Parties to the Agreement have introduced a legal requirement to comply with certain rules for familiarization with the classified information received from the other Party. Namely, in light of the rigors resulting from the provisions of Article 19, the Party receiving classified information relating to the military sphere should ensure that: 1) the contractor and their enterprise meet the conditions for ensuring protection of classified information; 2) the contractor will have an industrial security certificate; 3) security clearance will be held by all natural persons whose duties require access to classified information; 4) all natural persons who have access to classified information will be instructed on the responsibility for violating the principles of classified information protection; 5) periodic inspections of establishments that have an industrial security certificate will be carried out in order to control the level of protection of classified information, 6) access to classified information will be limited only to persons whose official tasks require familiarizing with it.

The presented regulation leads to the conclusion that the Agreement contains effective normative solutions concerning the organization of the protection of classified information in the military sphere in relation to entities, de facto from outside the military sphere. This is evidenced by the introduced additional restrictions in the area of industrial security.

In turn, recording and controlling classified information in the military sphere has been regulated by the provision of Article 9 of the Agreement. Pursuant to the said provision, the Parties established a requirement to record and control classified information in the military sphere, both on the basis of the Agreement and the national regulations. It should be noted that on the basis of the contractual regulations it is not possible to define the terms "recording" and "controlling" classified information.

In the doctrine of administrative law, "recording" is perceived in the context of material and technical activities in the external sphere. This is manifested in making entries in registers, records and other official lists and compliance with information obligations imposed on natural persons (Mierzejewski, 2013). However, in light of Regulation No. 58/MON of the Minister of National Defense of December 11, 2017 on the special method of organization and operation of secret offices and other organizational units responsible for the processing of classified information, the method and procedure of processing classified information, the term "recording" deliberate actions is aimed at ensuring the record of classified materials in an organizational units and determining who has read the classified documents (Regulation 2017, §15 point 1, §16).

On the other hand, the term "controlling" is perceived in the legal doctrine as a process of monitoring activities in accordance with the given orders, instructions or rules. The formal controls consist in measuring, comparing and correcting on the basis of the above-mentioned standards on the basis of which these activities can be performed (Marume, et al., 2016). Whereas, under the national regulations of the Ministry of Defense, the term "controlling" refers to the deliberate and organized activity of a team (committee, group, controller, inspector, etc.) carried out in the controlled unit, based on a plan and authorization to carry it out (Decision 2015, point 3, item 8).

The cited definitions of the terms "recording" and "controlling" lead to the conclusion that the indicated actions constitute an important element in terms of increasing the effectiveness of the protection of classified information in the military sphere.

The loss or unauthorized disclosure of classified information in the military sphere is referred to in Article 21 of the Agreement. Pursuant to the aforementioned provision, the Party sending classified information is obliged to inform immediately about the loss, unauthorized disclosure, or the alleged loss or unauthorized disclosure of the information in the Party's possession. In each case of the occurrence of the issues listed in Article 21 of the Agreement, proceedings should be initiated to clarify the circumstances of the loss or disclosure of classified information. The results of the investigation, together with information

on measures taken to avoid similar situations in the future, should be provided to the producing Party by the Party that conducted the investigation.

The presented regulation shows that both Parties to the Agreement are entitled to conduct an independent investigation aimed at clarifying the circumstances of the loss or unauthorized disclosure of classified information based on national procedures. For this reason, neither Party needs the consent of the other Party to take steps to initiate the investigation.

5. The competence of national security authorities to comply with the contractual provisions

The important solutions in the concluded Agreement include the specification of national authorities competent in the field of protection of classified information in the military sphere. Pursuant to Article 5(1) of the Agreement, the powers of the national security authorities in the area in question in the Republic of Poland fell under: the Head of the Internal Security Agency (Polish: Agencja Bezpieczeństwa Wewnętrznego; hereinafter: ABW) and the Head of the Military Counterintelligence Service (Polish: Służba Kontrwywiadu Wojskowego; hereinafter: SKW), and in the United States of America to the Department of Defense. The indicated competences in the scope of the contractual provisions do not constitute a closed catalog, because according to the provisions of Article 5(2) of the Agreement, the national security authorities may conclude additional implementing agreements to this Agreement between Poland and the USA in the military sphere. Without going into detailed considerations about the term "competence" in reference to the indicated bodies, it can be mentioned that it is a set of normatively defined rights, perceived as power and responsibility in the performance of specific activities (Skorková, 2016).

Conferring the powers to ABW and SKW on the national level does not raise any doubts. Nevertheless, the doctrine argued that the role of the ABW and SKW in the system of classified information protection may be fully effective only when the provisions of law adequately precisely define the competence of both authorities in the scope of activities performed by both services (Antosiak & Pałka 2017). One should agree with the presented view, but it should be clarified that the Regulation of the Prime Minister of October 4, 2011 on the cooperation of the Head of the ABW and the Head of SKW in the performance of the functions of the national security authority gave the appropriate rank to ABW and SKW in the field of protecting classified information (Regulation 2011). The empowerment of the national authorities with regard to the protection of classified information in the military sphere also results from Article 5(3) of the Agreement, which obliges each of the Parties to inform each time about any changes in their national security authorities or the scope of their liability resulting from the provisions of the concluded Agreement.

In addition, the importance of the authorities responsible for the protection of classified information (ABW and SKW) was emphasized in Article 22(1-3) of the Agreement, which gave the services in question the competence to consult and review security systems. Within the framework of their powers, the national security authorities of the Parties have been authorized to exchange information on any changes in national law relating to the protection of this information. In order to ensure close cooperation, consultations at the request of one of them are to be carried out. In addition, the implementation of security requirements may be supported by mutual visits of representatives of national security authorities to review the implementation of the protection procedures under the Agreement and to compare the existing security systems.

The presented ABW and SKW competences in the field of protection of classified information in the military sphere are valid. One needs to be aware of the specificity of the tasks performed by these bodies. Pursuant to Article 10 of the Act of August 5, 2010 on the protection of classified information, they include, among other things: supervising the functioning of the classified information protection system in organizational units remaining in their jurisdiction; controlling the protection of classified information and compliance with the provisions in force in this regard; the implementation of tasks in the field of security of ICT systems; carrying out verification procedures, control checks and industrial safety procedures; ensuring the protection of classified information exchanged between the Republic of Poland and other countries or international organizations.

In addition, it should be noted that SKW performs tasks in relation to 1) the Ministry of National Defense and units organizationally subordinate to the Minister of National Defense or supervised by it; 2) defense attache's offices in foreign missions; 3) soldiers in active service appointed to service positions in other organizational units. ABW performs tasks in relation to organizational units and persons subject to the act, which do not fall within the competence of SKW (Article 10 sec. 2).

To sum up, the above-mentioned provisions grant national security authorities the power to protect classified information. In this way, any disputes over powers between state authorities regarding the responsibility and supervision over compliance with the regulations set out in the Agreement were eliminated.

6. Contractual stipulations in disputes

Referring to the final provisions of the contract, it is worth paying attention to two issues: the issue of settling disputes arising from compliance with the Agreement and the duration of the Agreement. Referring to the first issue, it should be cited that each agreement, regardless of its form, is binding both for the USA and for Poland, because it is the result of a clear expression of the will of the contracting parties (Lesaffer, 2000). And the symptom of the will of the contracting Parties as to the implementation of the provisions concluded is clear and unequivocal. Moreover, the Parties are bound by the Agreement on the basis of the *pacta sunt servanda* principle, which is a formal guarantee of the effectiveness of international law, due to the necessity to fulfill obligations resulting from the concluded agreements (Lukashu, 1989). However, it is difficult to assume that in practice the rules contained in the Agreement will never be violated by any of the Parties, and disputes will be eliminated.

In the legal doctrine, it has been pointed out that there can always be a conflict between international agreements and national regulations as a result of the interpenetration of the two legal systems (Klaffkowski, 1965). The question then arises, how can a hypothetical conflict be resolved? The analysis of the text of the Agreement leads to the conclusion that a unilateral settlement of the dispute is not allowed. The provision of Article 24 of the Agreement provides for the possibility of settling disputes in the scope covered by the Agreement in two ways. Firstly, any disputes relating to this Agreement may be settled through direct negotiations between the national security authorities. Secondly, when it is not possible to resolve a dispute through direct negotiation, the issues should be resolved through diplomatic channels. Thus, in essence, the concluded Agreement rejects the possibility of submitting the disputable issues for decision to any other entity including a national court, an international tribunal or any other person.

As a comment, the opinion that the adopted solution is correct should be voiced, because if the parties were involved in the dispute before courts or tribunals and other entities, this would inevitably lead to the disclosure of the subject of the dispute, and at the same classified information, during the investigation. Consequently, such actions would harm the interests of both Parties to the Agreement.

The last issue that needs to be raised is the duration of the concluded Agreement. It is characteristic that due to the duration of the Agreement, it is of a time-limited nature. In light of Article 26(3), the Agreement was concluded for a five-year period, automatically extended for subsequent one-year periods. Nevertheless, the parties allow the Agreement to be terminated in writing and through diplomatic channels 90 days in advance. The introduced clause is justified. As emphasized in the doctrine of law, the states conclude international agreements as a way of exchanging promises regarding future proceedings, and agreements have value only if the promises made serve to bind the parties (Guzman 2005, p. 80). Thus, in a situation where one Party fails to fulfill its contractual obligations, the other Party may also evade compliance with them (Kwiecień, 2000).

In addition, it should be noted that the final provisions contain one more regulation important from the point of view of the security of classified information protection in the military sphere. In particular, Article 26(4) states that notwithstanding the termination of the commented Agreement, all classified information provided under it should continue to be protected in accordance with its provisions. The presented provision has the following legal effect: in the event of formal termination of the agreement, classified information in the military sphere concerning both Parties should still be protected by national security measures.

7. Conclusions

The findings obtained on the basis of the considerations made allow us to conclude that the agreement concluded between the Government of the Republic of Poland and the Government of the United States of America on security measures for the protection of classified information in the military sphere is valid. Conclusions resulting from the identification of the scope of cooperation between Poland and the USA in the area of security measures, which should guarantee the protection of classified information due to the interests of both countries, are as follows. The in-depth analysis of the provisions of the Agreement has contributed to showing the actual state of cooperation between Poland and the USA, which remains within the boundaries of rational bilateral regulation. Due to the specific nature of the subject, the concluded Agreement can be categorized as military and meets the expectations of the Parties. Moreover, it is the result of the explicit expression of the will of the contracting Parties. The manifestation of the will as to the implementation of the provisions concluded is clear and beyond doubt. A visible result of the cooperation in the discussed scope is the established procedure for the protection of classified information in the military sphere, aimed at counteracting unfavorable or illegal activities aimed at obtaining protected information by unauthorized entities. On this basis, it can be finally concluded that the hypothesis assuming that the concluded Agreement contains an optimal model of the security measures, which effectively contribute to the protection of classified information in the military sphere between Poland and the USA, has been confirmed.

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