

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF BULGARIA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF SERBIA  
ON  
ESTABLISHMENT AND FUNCTIONING OF A COMMON CONTACT  
CENTRE FOR POLICE AND CUSTOMS COOPERATION**

The Government of the Republic of Bulgaria and the Government of the Republic of Serbia, hereinafter referred to as the “Contracting Parties”,

Desirous of strengthening border control, countering illegal migration, drug trafficking, organised crime, terrorism, and other serious crimes,

Aiming at enhanced customs co-operation,

Desirous of establishing common framework and standards with regard to the aforementioned, established in compliance with EU requirements and norms,

Wishing to achieve development and institutional enhancement in applying an improved framework of common rules in the field of border security,

Aiming at applying coordinated management and control of the common border,

Having in mind the Police Cooperation Convention for Southeast Europe signed in Vienna on 5 May 2006, and Art.29, Para 5 of the Convention in particular,

With regard to the bilateral agreements in force concluded between the Republic of Bulgaria and the Republic of Serbia on border, police and customs cooperation,

Desirous of improving their cooperation in order to establish more efficient security level along their common border,

Convinced in the significant importance of the enhanced cooperation between the Contracting Parties,

Desirous of improving the exchange of information between their competent authorities,

Determined to tackle the illegal migration and cross-border crime, and to establish security and public order by preventing threats and mainly by conducting an efficient fight against crime, especially in the fields of drug-related crimes, illegal migration crime networks and trafficking in stolen vehicles,

Have agreed as follows:

## **Chapter I**

### **GENERAL PROVISIONS**

#### **Article 1**

- (1) The Contracting Parties shall establish a Common Contact Centre (hereinafter referred to as the “Centre”) for the exchange of information and coordination of the activities, with regard to the needs of their competent authorities as referred to in Article 3 of this Agreement.
- (2) In compliance with the provisions of their national legislation, the competent authorities of the Contracting Parties shall render each other assistance in countering cross-border crime, as well as in providing surveillance and control along the border of the Contracting Parties. The competent authorities of the Contracting Parties shall grant each other cooperation, mutual and permanent exchange of information, concerning crimes, as well as infractions and offences of customs, excise, migration, and border control legislation and regulations, perpetrated along the border of the Contracting Parties as referred to in Article 4 of this Agreement.

#### **Article 2**

- (1) The Centre shall be located on the territory of the Republic of Bulgaria, at Kalotina BCP.
- (2) The Centre shall employ representatives of the competent national authorities of the Contracting Parties, who opportunely and directly carry out the analysis and transfer of information, concerning violations and crimes, committed along the border of the Contracting Parties as provided in Article 4 of this Agreement.

- (3) The Centre shall be led by Coordinators – one from each Contracting Party, assigned by its competent authorities. The organisation of activities and the cooperation between the officials of the competent national authorities of the Contracting Parties shall be regulated in Rules of Procedure elaborated by the Joint Committee as referred to in Article 16 of this Agreement.

### **Article 3**

The competent authorities to implement this Agreement shall be as follows:

1. For the Republic of Bulgaria:
  - Chief Directorate for Combating Organised Crime within the Ministry of Interior;
  - Chief Directorate of Criminal Police within the Ministry of Interior;
  - Chief Directorate of Border Police within the Ministry of Interior;
  - Migration Directorate within the Ministry of Interior;
  - National Customs Agency within the Ministry of Finance.
2. For the Republic of Serbia:
  - General Police Directorate within the Ministry of Interior;
  - Customs Administration within the Ministry of Finance.

## **Chapter II**

### **FORMS AND METHODS OF COOPERATION**

#### **Article 4**

- (1) In compliance with their national legislation, the competent authorities of the Contracting Parties, as referred to in Article 3 of this Agreement, shall exchange information through the Centre, in particular with regard to the following:
- a) Illegal migration, and trafficking in human beings; as well as illegal activities related to them;
  - b) Crimes and violations related to forgery of travel documents and IDs;
  - c) Crimes and violations related to illegal trafficking in narcotic and psychotropic substances, chemical precursors, as well as firearms,

- ammunitions, explosives, dual-use goods, biological and chemical weapons, poisonous, nuclear and radioactive materials;
- d) Smuggling and any violation related to cigarettes, products violating the intellectual property rights, works of art, CITES species, and any other crimes and violations against customs, currency and excise regulations;
  - e) Crimes and violations related to motor vehicles;
  - f) Violations of the national legal provisions regarding migration.
- (2) In compliance with their national legislation, the competent authorities of the Contracting Parties, as referred to in Article 3 of this Agreement, shall coordinate through the Centre carrying out of the following tasks:
- a) Exchange of information related to operational and search activities on surveillance and control along the border of the Contracting Parties;
  - b) Exchange of information related to operational and search activities on detection and prevention of cross-border crimes;
  - c) Exchange of information related to readmission of persons under the provisions of the Agreement between the European Community and the Republic of Serbia on the Readmission of Persons Residing without Authorisation, signed on 18 September 2007;
  - d) Elaboration of common risk analysis.
- (3) The personnel of the Centre shall not participate directly in execution of operational activities or in carrying out border control on the territory of the other Contracting Party.

## **Article 5**

With regard to the national security or other significant public interests, or in case it would be inconsistent with its national legislation, either Contracting Party may refuse assistance temporarily, fully or partly. The other Contracting Party shall be immediately informed in writing about the grounds for such refusal.

## **Article 6**

- (1) The exchange of information between the competent national authorities of the Contracting Parties shall be performed through the Centre under standards and regulations, established by the Joint Committee as referred to in Article 16 of this Agreement.

- (2) Requests and answers shall be provided in writing, in a standard form approved by the Joint Committee.
- (3) An oral request shall be admitted in case of emergency, provided that the request and the respective answer are recorded in brief in a special journal and are confirmed in writing 24 hours after their receipt.
- (4) The requesting Contracting Party shall point out the purposes the information is needed for and whether it would be used by other competent authorities.
- (5) The personnel of the Centre shall be obliged to register all requests and answers. The way documents are used and preserved in the Centre shall comply with the provisions of the national legislation in force, concerning the respective authorities.

#### **Article 7**

The communication in the course of interaction shall be performed in Bulgarian, Serbian or English languages.

### **Chapter III**

#### **STRUCTURE AND ORGANISATION OF THE CENTRE**

#### **Article 8**

The Centre shall not have the status of a structural unit independent from the authorities of the Contracting Parties and therefore shall not have any managing competence.

#### **Article 9**

The personnel of the Centre shall perform their duties within the competence limits and according to the national legislation of the Contracting Party they represent, while respecting the legislation of the Contracting Party on which territory the Centre is established.

### **Article 10**

- (1) The working hours of the Centre shall be set up by the Joint Committee as referred to in Article 16 of this Agreement.
- (2) The Contracting Party on which territory the Centre is located shall be responsible for taking all the necessary organisation measures for the security of the Centre.

### **Article 11**

- (1) Each Contracting Party shall supply the necessary telecommunication and other technical equipment (telephones, fax machines, computers, etc.) for the needs of its personnel. The equipment provided by the Serbian Contracting Party for its personnel shall be exempt from taxes, in compliance with the Community customs legislation.
- (2) The necessary office equipment for the premises of the Centre shall be provided by the hosting Contracting Party.
- (3) The expenses incurred from the use of the Centre shall be equally distributed between the Contracting Parties. Each Contracting Party shall cover the expenses for its own personnel and materials.

## **Chapter IV**

### **STATUS OF THE PERSONNEL**

#### **Article 12**

- (1) The status of the personnel appointed to the Centre shall be regulated in compliance with the national legislation of the Contracting Parties.
- (2) The personnel appointed to the Centre shall wear uniforms and insignia of the respective service. The personnel shall be obliged to wear badges with their names written in Bulgarian and Serbian languages.
- (3) The Coordinators shall provide each other with a list containing the names of the personnel appointed to the Centre. Each change in this list shall be reported in due time.

- (4) The officials of the Republic of Serbia appointed to the Centre shall have the right to carry weapons for self-defence while performing their duties in the Centre, in compliance with the Bulgarian legislation.

### **Article 13**

- (1) The personnel of the Republic of Serbia appointed to the Centre shall be liable for any damage caused by them while performing their duties, in compliance with the legislation of the hosting Contracting Party.
- (2) The hosting Contracting Party shall provide reparation or compensation of the damages under the same conditions applicable to damages caused by its own personnel.
- (3) The Contracting Party whose personnel have caused damage on the territory of the other Contracting Party shall reimburse the latter in full any sums paid to the victims or persons entitled on their behalf.
- (4) Each of the Contracting Parties shall exercise administrative and disciplinary competence exclusively on its own personnel appointed to the Centre.

## **Chapter V**

### **PERSONAL DATA PROTECTION**

#### **Article 14**

Mutual exchange of personal data between the competent authorities of the Contracting Parties shall be carried out in accordance with the relevant national legislation, observing the conditions defined by the providing authority and the following principles that apply both for automated and non-automated data processing:

1. The provided data shall not be used for purposes different from those for which the data were initially provided, without the consent from the providing authority.
2. The provided data shall be destroyed, and respectively – corrected, if:
  - a) The data prove to be inaccurate, or

- b) The providing competent authority announces that the data were collected or provided contrary to the law, or
  - c) The data are no longer necessary for the purpose they have been provided for, unless there is explicit consent of the providing authority to use the provided data for other purposes as well.
3. Upon request of the providing competent authority the receiving competent authority shall inform about the use of the data.
4. The providing competent authority shall verify the accuracy, necessity and up-to-date condition of the provided data. In case it is subsequently ascertained that the provided data are incorrect or inaccurate, or should not have been provided, or in case there is a requirement for destroying the received data at a later stage in the respective national legislation of the providing or the receiving authority, the receiving or providing competent authority shall be notified immediately in order to destroy them, or make the respective corrections under point 2 of this Article.
5. The receiving competent authority shall be obliged to protect effectively the provided data against unauthorized access, corrections or dissemination. The Contracting Parties provide the necessary technical and organisational measures for the protection of the exchanged data from accidental loss, accidental or illegal destroying, unauthorised access, alteration, dissemination, destruction or deletion.
6. In case of unauthorized access or dissemination of the provided data, the competent authority of the receiving Contracting Party shall immediately inform the providing authority on the circumstances relevant to the unauthorized access or dissemination, as well as of the measures taken to avoid such accidents in the future.
7. Both providing and receiving authorities are obliged to keep records on providing, receiving, correcting or destroying the data.
8. Upon transmission, the providing competent authority shall inform, in compliance with its national legislation, on the period in which the data should be destroyed and on any limitations in respect of their use, deletion or destruction, including possible limitations for access, general or particular. When the necessity of such limitations is established after the transmission of data, the Contracting Parties shall inform each other in due time.
9. Upon written request the person whose data shall be or have been provided shall receive information on the data provided and the purpose for which they shall be used, provided that this is permitted by the national legislation of the Contracting Parties. If the person in concern submits a request for accessing, correcting or destroying the respective data the receiving authority shall take its

decision in compliance with the statement of the providing authority, in which case such statement should be made pursuant to the applicable national legislation.

10. The competent authority that has received a request for information from a national of the other Contracting Party shall be obliged to inform immediately the competent authority of the other Contracting Party before providing such information.

11. Data could not be provided to a third party, except with the prior written consent of the providing Contracting Party.

12. Each Contracting Party shall have the right to refuse the transmission of data in case their provision can threaten national security or public order, or national legislation, and for the Republic of Bulgaria – *Acquis Communautaire* as well.

13. The Contracting Parties shall take all necessary measures in compliance with their national legislation to avoid damages to third parties resulting from provision, receipt or use of the data, as well as to eliminate the conditions which lead to possible unfavourable aftermath.

14. In case of disrespect of the provisions of the present Article by the receiving Contracting Party, the other Contracting Party may request deleting or destroying of the provided data.

## **Chapter VI**

### **EXCHANGE OF CLASSIFIED INFORMATION**

#### **Article 15**

The Contracting Parties shall exchange classified information after signing a separate Agreement on mutual exchange and protection of classified information between the two States.

## **Chapter VII**

### **JOINT COMMITTEE**

#### **Article 16**

(1) The Contracting Parties shall establish a Joint Committee, which shall consist of four representatives of the competent authorities of each

Contracting Party, and shall meet twice a year at the premises of the Centre.

- (2) The Joint Committee shall adopt its internal rules of procedure.
- (3) The Joint Committee shall monitor the application of this Agreement, shall identify the necessary measures for the implementation thereof, and shall propose signing of implementing protocols on specific measures related to the application and the implementation of this Agreement. Such implementing protocols shall be approved by the competent authorities of the Contracting Parties, according to their national legislation.

## **Chapter VIII**

### **FINAL PROVISIONS**

#### **Article 17**

- (1) This Agreement shall not affect the rights and obligations arising from other international agreements to which the Republic of Bulgaria or the Republic of Serbia is a Party.
- (2) Any divergence in interpretation or implementation of this Agreement shall be settled through consultations between the Contracting Parties.

#### **Article 18**

- (1) This Agreement shall enter into force 30 days after the date of receipt of the last written notification by which the Contracting Parties mutually inform each other, through diplomatic channels, about the completion of their internal legal procedures required for its entry into force.
- (2) This Agreement shall be amended and supplemented upon mutual written consent of the Contracting Parties. Amendments and supplements shall enter into force in accordance with paragraph 1 of this Article.
- (3) Each Contracting Party may terminate unilaterally this Agreement. The termination shall enter into force six months after the date of the receipt of the notification, transmitted through diplomatic channels.

## **Article 19**

This Agreement is concluded for a period of five years and shall automatically be renewed for further five-year periods unless either Contracting Party notifies the other by written notification on its intention to terminate the Agreement six months before the expiration of any five-year period.

Signed in Belgrade on 26 April 2010 in two original copies, each one in Bulgarian, Serbian, and English language, all texts being equally authentic. In case of any divergence in the interpretation, the English text shall prevail.

**For the Government of the  
Republic of Bulgaria**

**For the Government of the  
Republic of Serbia**

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