

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF BULGARIA
AND
THE GOVERNMENT OF ROMANIA
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 Romania, hereinafter referred to as “Contracting Parties”,

Taking in account the provisions of Article 7, Paragraph 2 of the Agreement between the Government of the Republic of Bulgaria and Government of Romania for Co-operation between Border Guard Bodies, signed in Sofia on 22 December 2004,

Having regard to the Convention on Mutual Assistance and Cooperation between Customs Administrations from 18 December 1997, drawn up on the basis of Article K.3 of the Treaty on European Union (Naples II Convention),

Taking in consideration the provisions of the Convention Implementing the Schengen Agreement of 14 June 1985 between the Governments of the States of the Benelux Economic Union, the Federal Republic of Germany and the French Republic on the gradual abolition of checks at their common borders signed at Schengen on 19 June 1990,

Bearing in mind the importance of an enforced cooperation between competent authorities of the Contracting Parties,

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

Wishing to improve the exchange of information between their competent authorities,

Have agreed as follows:

Article 1

Establishment

- (1) The Contracting Parties shall establish a Common Contact Centre (further named CCC) for the exchange of information and cooperation between their competent authorities stipulated in Article 3.
- (2) The CCC shall be located on the territory of Romania, at Giurgiu.
- (3) The CCC shall be successor of the activities of the established and functioning Bulgarian-Romanian Contact Bureau (Giurgiu-Ruse).

Article 2

Definitions

Aiming to apply the provisions of the present Agreement, the expressions below have the following meanings:

Common Contact Centre – form of co-operation between competent authorities of the Contracting Parties;

Competent authorities – empowered institutions within the Contracting Parties, stated in Article 3 of the present Agreement;

Coordinator – representative assigned by the competent authorities of the Contracting Parties, organizing and controlling the activity of its own state staff within the CCC;

CCC Staff – representatives of competent authorities within the Contracting Parties, who perform their activity in the CCC.

Article 3

Competent Authorities

On behalf of the Bulgarian side:

1. Ministry of Interior:
 - Chief Directorate of Border Police;

- Migration Directorate within the Chief Directorate of Public Order Police;
2. Ministry of Finance:
- Customs Agency.

On behalf of the Romanian side:

1. Ministry of Administration and Interior, through:
 - The General Inspectorate of the Romanian Border Police;
 - The General Inspectorate of the Romanian Police;
2. Ministry of Public Finances, through:
 - The National Customs Authority.

Article 4

Tasks of the CCC

The tasks of the CCC are as follows:

1. Analysis and exchange of data and information according to a common standard, which shall be elaborated by the Rules of organization and functioning of the CCC as provided by Article 7, Paragraph 4;
2. Handing over and coordinating requests of assistance related to prevention and countering illegal activities, as well as providing help for drafting such requests. The requests for assistance and their answers shall be made in written form, as stated by the conditions in Article 13 and Article 14 of the present Agreement;
3. Common evaluation of the situation, based on existing data and information;
4. Supporting, through exchange of data and information, according to the provisions of Article 5 of the present Agreement, the activities performed by the competent authorities of the Contracting Parties.

Article 5

Exchange of Data and Information

The exchange of data and information stated by Article 4 refers to the following main aspects:

1. Legislations of the states of the Contracting Parties;
2. Circumstances leading to the appearance of complications when crossing the borders of the states of the Contracting Parties;

3. Appearance of emergency situations at the borders of the states of the Contracting Parties;
4. Appearance of situations which can influence the achievement of control when crossing the common border of the states of the Contracting Parties;
5. Persons who have been denied entry on the territory of the states of the Contracting Parties;
6. Infringements or attempts to infringe the national legislation of the Contracting Parties at crossing the borders of the states of the Contracting Parties;
7. Countering cross-border crime, especially trafficking in human beings, illegal migration, smuggling, illegal trafficking in weapons, explosives, ammunitions, radioactive materials, narcotic drugs and psychotropic substances and precursors, as well as intra-Community operations with excise goods;
8. Crimes and violations related to motor vehicles;
9. Models for documents used for carrying out illegal activities at the borders of the states of the Contracting Parties;
10. Goods which can be considered as having historical, cultural or archaeological value, as well as goods belonging to the national patrimony;
11. Violation of Customs' regulations by legal entities or natural persons;
12. Readmission of persons under the provisions of the Agreement between the Government of the Republic of Bulgaria and Government of Romania on readmission of own citizens and of aliens, signed in Bucharest on 23 June 2000;
13. Surveillance of naval traffic and monitoring of suspected vessels on Danube River.

Article 6

Forms of Communication

- (1) The exchange of data and information between the competent authorities of the Contracting Parties shall be performed in written form.
- (2) 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 confirmed in written form 24 hours after their receipt at latest.

- (3) The requesting Contracting Party shall point out the purposes the information would serve for and whether it would be used by other competent authorities.
- (4) All requests and answers shall be duly registered and kept in the archive by the staff of the CCC. The way documents are used and preserved in the CCC shall comply with the provisions of the national legislation in force, concerning the respective authorities.
- (5) The communication shall be performed in Bulgarian, in Romanian or in English languages.

Article 7

General Rules of Functioning of the CCC

- (1) The CCC has no legal capacity.
- (2) The CCC shall function permanently, 24 hours-a-day/7 days-a-week.
- (3) The administrative management of the CCC shall be carried out by coordinators according to Article 10 of this Agreement.
- (4) Practical working methods will be set up through the Rules of organization and functioning of the CCC, which shall be elaborated and approved by the competent authorities stated in Article 3 of the present Agreement. The Rules of organization and functioning of the CCC shall be applied at the same time with the entry into force of the present Agreement.

Article 8

Equipment

- (1) The Romanian party shall provide the other Contracting Party, free of charge, with premises necessary for the functioning of the CCC, as well as office equipment, parking lots, according to the list settled within the Rules of organization and functioning of the CCC.
- (2) Supplementary equipment, other than that stipulated by Paragraph 1 shall be provided by each Contracting Party.
- (3) The Contracting Parties shall facilitate the setting-up and exploitation of telecommunication networks and IT materials necessary for the activities

of the CCC staff and their connection with the corresponding networks, as well as the setting-up of internal networks. The communications of each Contracting Party shall be confidential and cannot be violated.

Article 9

Expenses

- (1) The Romanian side shall cover expenses related to rent, utilities, as well as costs related to the maintenance of premises and local tasks.
- (2) Each Contracting Party shall individually cover costs related to the exploitation and fixing supplementary equipment, stated by Paragraph 2 of Article 8 of the present Agreement.
- (3) Other expenses than those stated by Paragraphs 1 and 2 of the present Article shall be covered by each Contracting Party according to the utilization. Representation expenses of the CCC agreed upon by all coordinators shall be equally distributed.

Article 10

Functions of Coordinators

Coordinators shall have the following functions:

1. Ensuring the functioning of the national side within the CCC and taking the necessary measures in order to organize and perform the current activity. Decisions taken by the coordinators shall be compulsory for the staff of the state in question.
2. Organizing, together with the other coordinators, the proper functioning of the CCC.
3. Coordinators shall inform each other on the composition of the national staff within the CCC.
4. Representation of the CCC. Only one of the coordinators can be mutually assigned to represent the CCC, with respect to external activities, based on the approval of the competent national authorities of the Contracting Parties.

Article 11
Staff of the CCC

- (1) The staff of the CCC shall perform their duties aiming at providing analysis and exchange of data and information in matters resulting from the appliance of the provisions of the present Agreement, also aiming at supporting coordinated actions when they are simultaneously performed by several competent authorities of the Contracting Parties.
- (2) The CCC staff shall cooperate directly without taking operative measures.
- (3) The appointment and the number of the CCC staff shall be approved by the competent authorities of the Contracting Parties.
- (4) The CCC staff shall perform their duties within the competence limits and according to the legislation of the state of the Contracting Party it represents, and shall also respect the legislation of the state of the Contracting Party on which territory the CCC has been set up.
- (5) During working hours the CCC staff shall not be allowed to carry weapons and shall wear a uniform with distinguishing marks of the competent authorities, as well as identification tags.
- (6) The CCC staff shall enter the CCC headquarters based on access cards and a legal travel document for crossing the state border. Service means of transportation that cross the common state border shall be exempt from all taxes.
- (7) During working hours, CCC staff is considered to perform its duties on national territory.

Article 12
Common Distinguishing Marks

Common symbols and other distinguishing marks, which identify the CCC and its staff, shall be laid down in the Rules of organization and functioning of the CCC, stated by Article 7, Paragraph 4.

Article 13

Protection of Personal Data

The mutual exchange of personal data between the competent authorities of the Contracting Parties shall be made according to the national legislation, the conditions stated by the sending competent authority and to the following principles, which apply both to the automatic and non/automatic procession of data:

1. The data provided shall not be used for other purposes than those for which they were initially provided, without the consent of the sending authority;
2. The data provided shall be destroyed / updated if:
 - The data prove to be incorrect, or
 - The sending competent authority has informed that the data have been gathered or provided by breaching the law, or
 - The data are no longer necessary for the purpose they have been provided for, except for the cases when there is a specific authorization according to which the data provided can be also used for other purposes;
3. Upon request of the sending competent authority, the receiving competent authority can provide information on the use of the data;
4. The sending competent authority shall make sure that the data provided are correct and satisfying. If it is further established that the provided data have been wrong or not meant to be sent, or that the data legally provided according to the national legislation of the sending or receiving competent authority should be afterwards destroyed, the sending or receiving competent authority should be immediately notified in order to destroy them or to make the appropriate modifications in compliance with item 2;
5. The receiving competent authority has the duty to efficiently protect the provided data against unauthorized access, modifications or circulation;
6. In case of unauthorized access or dissemination of the provided data, the receiving competent authority shall immediately inform the sending competent authority about the circumstances relevant to the unauthorized access or dissemination, as well as regarding the measures taken in order to avoid such incidents in the future;
7. Both the sending and the receiving competent authority shall keep records of providing, receiving, altering or destroying the data;
8. When providing data, the sending competent authority shall specify the deadline for destroying the data, according to the national legislation;

9. The person regarding to whom the data have been or shall be provided can receive, upon written request, information on the provided data and the purpose they are meant for, according to the national legislation of the states of the Contracting Parties. If the person to whom the data refer to submits a request for accessing, modifying or destroying these data, the receiving authority shall take a decision according to the declaration of the sending competent authority;
10. The competent authority having received a request for information from a citizen of the other Contracting Party shall immediately inform the competent authority of the other Contracting Party before sending such information;
11. Data can also be provided to a third party only if there is a written consent from the sending competent authority;
12. A refusal for providing data can be registered only if there is a threat for the national security or public order;
13. The Contracting Parties shall take all necessary measures according to their national legislation in order to avoid any damages to a third party, resulting from providing, receiving or using data as well as to eliminate the essential conditions leading to eventual inauspicious consequences.

Article 14

Exchange of Classified Information

The classified information exchange shall be carried out observing the Agreement between the Government of the Republic of Bulgaria and the Government of Romania on mutual protection of classified information, signed in Bucharest on 13 of April 2006.

Article 15

Archivation of Documents

Documents of each Contracting Party shall be separately archived, according to the national legislation of each state. Documents and archives of each Contracting Party cannot be violated.

Article 16
Solving Disputes

All disputes emerging in the course of activities of the CCC shall be conciliatory solved by the coordinators. In case no agreement is reached the disputes shall be solved through consultations between the Contracting Parties.

Article 17
Relation with Other International Documents

This Agreement is without prejudice to any rights and obligations of the Contracting Parties provided in other international agreements to which they are parties.

Article 18
Refusal of Assistance

Any Contracting Party may deny assistance temporarily, fully or partly in case of any threats related to national security, other significant public interests or inconsistent with national legislation. The other Contracting Party shall be informed in due time in writing, about the grounds for such denial.

Article 19
Final Provisions

- (1) The present Agreement shall enter into force 30 days after the date of receipt of the last written notification by which the Contracting Parties inform each other about the completion of their internal legal procedures required for its entry into force.
- (2) The present Agreement shall be amended and supplemented upon mutual written consent of the Contracting Parties. Amendments and supplements shall enter into force as provided for in Paragraph 1.
- (3) The present Agreement may be denounced by either Contracting Party. In such case, the Agreement shall cease to be in force six months after the date of receipt of the notification.

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

Signed in Vidin on 19 May 2009 in two copies, each of them in Bulgarian, Romanian and English, all texts being equally authentic. In case of differences of interpretation, the English text shall prevail.

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

**For the Government of
the Romania**
