

JUDICIAL ASSISTANCE

Cooperation

**Agreement Between the
UNITED STATES OF AMERICA
and the SOUTHEAST EUROPEAN
LAW ENFORCEMENT CENTER**

Signed at Bucharest September 9, 2014



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

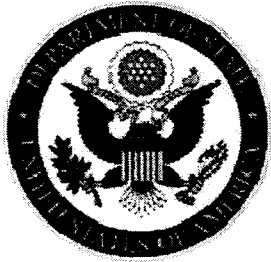
**SOUTHEAST EUROPEAN
LAW ENFORCEMENT CENTER**

Judicial Assistance: Cooperation

*Agreement signed at Bucharest
September 9, 2014;
Entered into force September 10, 2014.*

COOPERATION AGREEMENT

BETWEEN



**THE UNITED STATES OF
AMERICA**



**THE SOUTHEAST EUROPEAN
LAW ENFORCEMENT
CENTER**

Preamble

The United States of America (“United States”) and The Southeast European Law Enforcement Center (“SELEC”) hereinafter referred as the “Parties”

Mindful of the assistance provided to SELEC by the United States Department of Justice, including by the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Criminal Division’s Office of Overseas Prosecutorial Development, Assistance and Training, as well as by the Department of Energy and by other United States authorities

Having regard the provisions of the Convention of the Southeast European Law Enforcement Center, signed in Bucharest on December 9, 2009 (hereinafter referred as the “SELEC Convention”) that call for agreements with Operational Partners

Considering the common aim of the Parties to enhance cooperation between them on the basis of reciprocity

Recognizing the organizational and financial support provided by United States in the development of SELEC and its predecessor organization, and the desirability of the United States of becoming an Operational Partner of SELEC

Understanding that the signing of this Cooperation Agreement must be based on the prior granting of the Operational Partner status to United States of America, by the SELEC Council

HAVE agreed as follows:



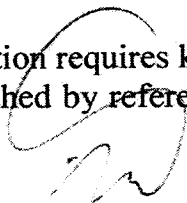
Article 1 Purpose

The purpose of this Agreement is to set forth a framework for cooperation between United States and SELEC in preventing, detecting, suppressing and investigating crime, including serious and organized crime, where such crime involves or appears to involve an element of trans-border activity, particularly by facilitating reciprocal exchanges of information. This agreement shall establish United States of America as an Operational Partner in SELEC.

Article 2 Definitions

1. "*Member State*" means a Party to the SELEC Convention.
2. "*Operational Partner*" means any entity that enters into an agreement resulting in operational partner status pursuant to the SELEC Convention, and as such, is permitted to participate in the SELEC Information System.
3. "*Third Party*" means a state or international organization or body which is not a Member State pursuant to Articles 39 and 40, or an Operational Partner or Observer, pursuant to Articles 41 and 42, respectively, of the SELEC Convention.
4. "*Personal data*" means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
5. "*Processing of personal data*" means any operation or set of operations which is performed upon personal data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
6. "*Need to know*" means where a recipient of data or information requires knowledge of that information for a specific and authorized need established by reference to his or her post, role, office or function.

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Article 3
Scope of Cooperation

1. United States and SELEC, its Member States, and Operational Partners may exchange information and evidence, through SELEC, including personal data, and engage in coordinated operations and investigations, in accordance with the terms of this Agreement. United States and SELEC Member States shall implement this Agreement consistent with applicable domestic laws.
2. Additional forms of cooperation may be carried out to the extent and under the terms and conditions mutually agreed upon by the Parties.
3. The exchange of classified information between United States, SELEC and SELEC Member States, through SELEC, shall be done under the conditions and regulations of the national legislation of the United States and SELEC Member States, as well as the SELEC Convention, and in accord with the respective policies of the participating agencies.
4. This Agreement is intended solely for the purpose of enhancing cooperation between the Parties. Its provisions shall not give rise to rights on the part of any private person, including to obtain, suppress, or exclude any evidence, or to impede the execution of a request for information by the Parties. Rights existing independently of this Agreement, however, are not affected.
5. Nothing in this Agreement may be interpreted in a manner that would prejudice or restrict the provisions of any Mutual Legal Assistance Treaty, working law enforcement relationship, or any other agreement or arrangement for the exchange of information between any agency of the United States and any SELEC Member State.
6. Nothing in this Agreement shall be interpreted to mean that United States is a Member State of SELEC.

Article 4
Representatives

1. United States may post representatives at the Headquarters of SELEC for purposes consistent with this Agreement.

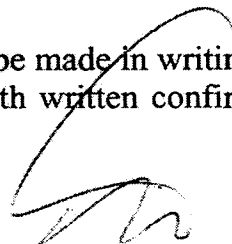
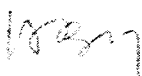
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2. The representatives:
 - a) Shall have the authority to share information and conduct operational and analytical activities pursuant to this Agreement;
 - b) Shall be in contact with relevant officials in the United States to advance the purposes of this Agreement;
 - c) Shall be permitted to attend meetings of SELEC's Council and observe all Council proceedings, without having the right to vote;
 - d) Shall have access to the SELEC Information System;
 - e) May, as appropriate, participate in joint seminars, training courses, and other meetings to advance the purposes of this Agreement;
 - f) May facilitate visits of experts, law enforcement authorities, and administrators, in any area covered by this Agreement;
 - g) May carry out such other actions to advance the purposes of this Agreement as authorized by their individual sending agency and SELEC.
3. United States may post personnel to assist its representatives. The number of personnel to be posted shall be determined in consultation with SELEC. Where necessary, the assistant may act in place of the representative, to the extent so authorized by the representative, the representative's sending organization, or by SELEC.
4. United States' representatives and assisting personnel posted to SELEC shall enjoy the privileges and immunities in accordance with the Protocol on the Privileges and Immunities of the Southeast European Law Enforcement Center signed by the SELEC Member States on November 24, 2010. In no event shall the United States, including any agency of the United States, be responsible or liable for the acts, omissions, or conduct, whether negligent, wrongful, or otherwise, of SELEC, its other Operational Partners, its Member States, its Observers, or Third Parties, or any person acting on their behalf.
5. The expenses of representatives and assisting personnel shall be paid by United States, except that SELEC shall provide facilities, including office space and telecommunications services, within the constraints of its infrastructure and budget.

Article 5
Transmission of Requests and Responses

1. Requests under this Agreement and responses thereto may be made in writing, by any means capable of producing a written record, or orally with written confirmation to follow as soon as practicable.

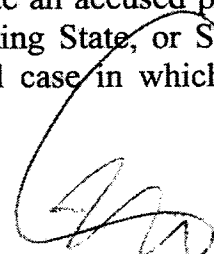


2. Requests and responses thereto may be made by expedited means of written communications, including fax or e-mail, providing where necessary in a particular manner, appropriate security measures.
3. A request shall provide a concise statement identifying the authority making the request, the reason for the request, and the nature of the assistance sought.
4. United States may, without prior request, provide information or evidence to SELEC, a Member State or Operational Partner thereof where it considers that disclosure thereof might assist such recipient. SELEC, a Member State or Operational Partner thereof may, without prior request, forward information or evidence to United States where it considers that disclosure thereof might assist the United States. A brief statement of the reasons for forwarding the information or evidence shall be provided to the extent feasible and necessary. The transmitter may request confidentiality or make the transmission subject to other conditions. The procedure pertaining to conditions set forth in Article 7.2 of this Agreement shall apply *mutatis mutandis*.

Article 6 **Permissible Uses**

1. Unless otherwise restricted pursuant to Article 7 of this Agreement, information or evidence obtained under this Agreement may be used:
 - a) For the purposes of the receiving State's criminal investigations and proceedings, or SELEC's investigations;
 - b) For preventing a serious threat to the receiving State's public security;
 - c) In the receiving State's non-criminal judicial or administrative proceedings directly related to investigations or proceedings;
 - d) Any other purpose, if the information has been made public within the framework of proceedings for which they were transmitted, or in any of the situations described in subparagraphs (a), (b) and (c) of this paragraph; and
 - e) Any other purpose, with the prior consent of the transmitting authority.
2. Nothing in this Agreement shall prevent the receiving State from disclosing in any proceedings, information or evidence that tends to exculpate an accused person. In this situation, the receiving State shall notify the transmitting State, or SELEC, as applicable, in advance of disclosure, or, in an exceptional case in which advance notice is not possible, without delay thereafter.

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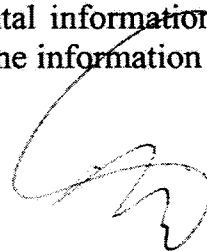
3. The determination whether information exchanged through SELEC can be used as evidence shall be done in accordance with the applicable domestic law.

Article 7
Execution of Requests, Refusals, Conditions

1. A request for assistance pursuant to this Agreement shall be executed in accordance with and subject to the limitations of the applicable laws and regulations of the State receiving the request, or SELEC, where it is the recipient, and within the limits of its available resources.
2. The recipient of a request for assistance under this Agreement shall endeavor to limit the circumstances in which it refuses or postpones assistance to the greatest extent possible. Before refusing or postponing the provision of information or assistance, it shall, where appropriate, after having consulted with the requestor, consider whether the request may be granted partially, or subject to conditions. Such conditions may include restricting access to items of information or evidence, including the use and transmission of the data to particular Member States of SELEC, Operational Partners and Third States. Parties may establish conditions in accordance with this Article when their consent is sought for use of data pursuant to Article 6.1 (e).
3. If the requestor cannot comply with such conditions, it shall notify the requested authority, which shall then determine whether the information or assistance shall nevertheless be provided. If the requesting authority accepts information or assistance subject to the conditions, it shall be bound by them.
4. The requested authority shall not impose generic data protection conditions additional to those specified in this Agreement.

Article 8
Requests for Supplemental Information

A Party may seek information to supplement that previously received pursuant to this Agreement, including, where not ascertainable from the information previously provided, the transmitting Party's assessment of the accuracy of the information and of the reliability of the source of the information. The supplemental information may also be subject to conditions and restrictions set by the provider of the information in accordance with Article 7.



Article 9
Authorities Competent to Receive Information

1. Information supplied by SELEC or a Member State under this Agreement may be made available to any state or federal law enforcement authority in the United States only for the purposes set forth in Article 6 of this Agreement.
2. Information supplied by United States under this Agreement shall be made available to competent law enforcement authorities of the receiving SELEC Member States and receiving Operational Partners, only for the purposes set forth in Article 6 of this Agreement.

Article 10
Use of SELEC Information System

1. In order for the United States to perform or support authorized law enforcement tasks, SELEC's Information System shall be accessible to representatives of the United States on a "need to know" basis and subject to restrictions set by the Member States providing information to the SELEC's Information System, consistent with Article 7 paragraph 4.
2. United States may input data into SELEC's Information System, and when it does so, it shall be done in a manner consistent with the provisions of the SELEC Convention.

Article 11
Security of Data

The Parties shall have in place appropriate technical, security and organizational arrangements for the protection of personal data processed under this Agreement against accidental or unlawful destruction, accidental loss, and unauthorized disclosure, alteration, access or other unauthorized forms of processing.

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Article 12
Protection of Personal Data

1. The Parties recognize that the handling and processing of personal data that they acquire pursuant to this Agreement is of critical importance for preserving confidence in the implementation of this Agreement.
2. The Parties commit themselves to processing personal data fairly and in accordance with the national legislation of their states and:
 - a) ensuring that the personal data provided are adequate and relevant in relation to the specific purposes of the transfer;
 - b) retaining personal data only so long as necessary for the specific purposes for which the data were provided or further processed in accordance with this Agreement; and
 - c) ensuring that possibly inaccurate personal data are timely brought to the attention of the receiving Party in order that appropriate corrective action is taken.
3. Onward transmission of personal data supplied under this Agreement to other SELEC Member States, SELEC Operational Partners, Observers or Third Parties shall only take place with the prior written consent of the authority that supplied the personal data.

Article 13
Special Categories of Personal Data

1. Personal data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade union membership, and data concerning health or sex life may be processed only when such data are particularly relevant for the purposes of this Agreement, and only when transmission of such data is permitted by the law of the transmitting Party. The Parties shall not use such data transmitted under this Agreement to engage in unlawful discrimination under applicable law.
2. The Parties, recognizing the special sensitivity of the above categories of personal data, shall take suitable safeguards, in particular appropriate security measures, in order to protect such data.

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Article 14
Correction, Blockage and Deletion of Data

1. At the request of the supplying Party, the receiving Party shall be obliged to correct, block, or delete, consistent with its national law, data received under this Agreement that are incorrect or incomplete or if its collection or further processing contravenes this Agreement or the rules applicable to the supplying Party.
2. Where a Party becomes aware that data it has received from the other Party under this Agreement are not accurate, it shall take all appropriate measures to safeguard against erroneous reliance on such data, which shall include in particular supplementation, deletion, or correction of such data.
3. Each Party shall notify the other if it becomes aware that material data it has transmitted to the other Party or received from the other Party under this Agreement are inaccurate or unreliable or are subject to significant doubt.

Article 15
Access to data by a Private Person or Entity

1. Where a private person or entity requests from a Party or a SELEC Member State, access to data it has received under this Agreement that is not already in the public domain, United States or SELEC Member State that transmitted the data shall be consulted.
2. The Party or the SELEC Member State that transmitted the data concerned shall take into account whether refusal to release information is necessary to enable it or a law enforcement partner to fulfill its law enforcement objectives and tasks properly, including by: protecting the source or means of collecting information; protecting security, essential interests and public order or preventing crime on the territory of a SELEC Member State or the United States; protecting the rights and/or freedoms of third persons; or guaranteeing that any national or joint investigation will not be jeopardized.
3. Where the transmitting Party does not consent to the release of the information, the receiving Party shall not release it. Should a decision not to release information be challenged, whether administratively or through judicial proceedings, the receiving Party shall, by all legal means within its power, advise, assist, appear and represent the transmitting Party's interests in connection therewith. Should the receiving Party

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become subject to a final judicial order requiring it to release information to which the transmitting Party had not consented, the receiving Party shall notify the transmitting Party in advance of disclosure, or, in an exceptional case in which advance notice is not possible, without delay thereafter.

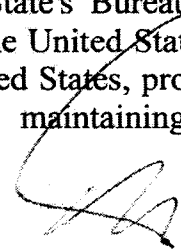
4. This Article is without prejudice to any rights an individual may have under the law of the transmitting Party to seek release of information from that Party, or other appropriate relief.
5. If a request for access is refused, the Party receiving the request shall notify the person or entity concerned that the request has been considered and refused, without giving any information that might reveal to that person or entity whether or not personal data concerning that person are possessed by the Parties to this Agreement.

Article 16 Pecuniary Claims

Except as provided in Article 17 of this Agreement, the Parties shall not make any pecuniary claim against the other Party for expenses arising out of the execution of this Agreement. Should expenses of an extraordinary nature arise out of the execution of this Agreement, the Parties shall consult at the earliest practicable time with a view of determining the manner in which they shall be addressed.

Article 17 Financial Contribution

1. The Parties recognize that there are costs associated with maintaining the information exchange program and agree that the proportional burden for United States should be two percent (2%) of SELEC's previous year's core budget. SELEC shall inform United States annually of the core budget for the previous fiscal year. SELEC shall inform United States of an amount equal to two percent (2%) of that core budget as the potential voluntary contribution to continue sharing information as an Operational Partner, a minimum of nine (9) months before such contribution is requested. United States may consider that figure as a possible sum to contribute.
2. In any year that the United States Department of State's Bureau of International Narcotics and Law Enforcement Affairs ("INL"), or the United States Department of Justice, or any other agency or department of the United States, provides a voluntary contribution to SELEC for purposes other than maintaining United States'



participation in the SELEC information exchange program, such contributions will be credited to the account of the United States and will offset any potential voluntary contribution by United States as an Operational Partner pursuant to paragraph 1 of this Article. Should the amount credited be less than the two percent (2%) of the core budget requested, United States' authorities with representatives posted at SELEC may submit payment of any amount of the assessment remaining after the offset. The Parties understand United States will be authorized to participate in the SELEC information exchange program each year so long as a contribution equal to or greater than two percent (2%) of the core budget has been made or credited for that year.

3. When implementing Article 7 of SELEC's Financial Rules and Regulations, in recognition of past financial contributions of the United States, and notwithstanding paragraphs 1 and 2 of this Article, all past financial contributions by the United States shall be credited to the account of the United States for the purpose of maintaining Operational Partner status. The Parties may consult about additional voluntary contributions.

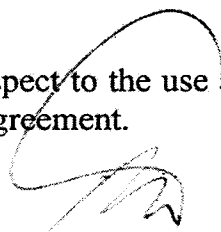
Article 18 Consultations and Dispute Resolution

1. The Parties may consult, as appropriate, to promote the most effective use of this Agreement.
2. With respect to any dispute that arises concerning the interpretation or implementation of this Agreement, the Parties shall make best efforts to resolve it through consultations.

Article 19 Amendments and Termination

1. This Agreement may be amended at any time by mutual consent between the Parties. The Parties shall enter into consultations with respect to any amendment of this Agreement at the request of either Party.
2. A Party may terminate this Agreement by giving three (3) months written notice to the other Party.
3. In case of termination, the Parties shall consult with respect to the use and storage of information that has been transmitted pursuant to this Agreement.

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4. Should United States decide that it does not wish to continue participating in the SELEC information system, it will inform SELEC of its intent not to continue as an Operational Partner as soon as possible but in no event later than three (3) months before the participation is to cease. In such an event, United States would cease to participate in the SELEC information exchange system and would no longer be considered an Operational Partner effective three (3) months following the date when notice is provided.

Article 20
Entry into Force

This Agreement shall enter into force on the first day following its signature by both Parties.

Done in *Bucharest*, on *September 9th*, 2014, in three (3) original copies, one for SELEC and two for United States, in the English language, each text being equally valid.

For
The United States of America



Mr. Hoyt B. YEE
Deputy Assistant Secretary of State for
European and Eurasian Affairs

For
The Southeast European
Law Enforcement Center



Mr. Gürbüz BAHADIR
Director General
of SELEC