

A G R E E M E N T

between the Government of the Czech Republic and the Cabinet of Ministers of Ukraine on Cooperation in Combating Crime and Maintaining Public Order and Safety

The Government of the Czech Republic and the Cabinet of Ministers of Ukraine (hereinafter referred to as "Contracting Parties"),

With the intention to strengthen and further develop friendly relations between the states of the Contracting Parties and deepen cooperation of authorities competent to combating crime,

Respecting sovereignty, independence, equality and territorial integrity of the states of the Contracting Parties and the principle of non-interference in the internal affairs of the states of the Contracting Parties,

Aiming to effectively tackle spreading of transnational organized crime and terrorism,

Taking into consideration the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances of 20th December 1988, the United Nations Convention against Transnational Organized Crime of 15th November 2000 and its Protocols and the United Nations Convention against Corruption of 31st October 2003,

Being aware of the security risks relating to the phenomenon of illegal migration,

Convinced that international cooperation in combating crime is of crucial importance, and wishing to simplify and streamline the cooperation,

Being conscious of the necessity to protect the fundamental rights and freedoms of persons, that may only be limited in a way that is necessary and appropriate in a democratic society,

Abiding by their international obligations and national legislation,

Have agreed as follows:

PART I

Subject of the Agreement

Article 1

1. The purpose of this Agreement is to deepen and strengthen cooperation in combating crime, including preventing, detecting and suppressing criminal offences, establishing persons who committed criminal offences, and cooperation in maintaining public order and safety and combating illegal migration.

2. The Contracting Parties shall cooperate also in other areas covered by this Agreement.
3. This Agreement does not cover cooperation in the field of international legal assistance in criminal matters.

Article 2

Cooperation in combating crime under this Agreement shall cover all illegal acts that are recognized as criminal offences under the national legislation of both Contracting Parties, or as criminal offences under the national legislation of the requesting Contracting Party.

PART II

Forms of Cooperation

Article 3

1. The Contracting Parties shall notify each other through diplomatic channels of authorities which are competent to cooperate under this Agreement (hereinafter referred to as "competent authorities") on the date of entry into force of this Agreement at the latest. At the same time, they shall notify of contact addresses, telephone and fax numbers or other contact details of such authorities. The Contracting Parties shall inform each other of changes concerning the authorities competent to cooperate under this Agreement without undue delay.

2. The competent authorities of the Contracting Parties shall immediately inform each other of any changes in the data notified pursuant to paragraph 1, second sentence of this Article.

Article 4

1. Cooperation under this Agreement shall be provided upon request, unless otherwise provided by this Agreement. The request for information, means, measures to be adopted, or for another form of cooperation under this Agreement shall be submitted in writing. A request made by fax, e-mail or other means of electronic communication shall be considered a request submitted in writing. If personal data is transferred, a secure data transfer method, including Interpol or Europol channels, must be chosen. In urgent cases, request can be made orally; a confirmation in writing must follow immediately.

2. The competent authority of the requested Contracting Party shall grant the request pursuant to paragraph 1 as soon as possible. If it is clear to the competent authority of the requested Contracting Party that a longer period of time shall be needed to process the request, the competent authority of the requested Contracting Party shall without undue delay inform the competent authority of the requesting Contracting Party and shall notify of the indicative deadline for processing the request.

3. The competent authority of the requested Contracting Party may ask for complementary information if necessary for granting the request.

4. If the requested authority is not competent to process the request, it shall refer the request to the competent authority as soon as possible and shall notify of this fact the requesting authority.

Article 5

The competent authorities of the Contracting Parties may in individual cases provide each other with information without request, if they believe such information is of significant interest to the other Contracting Party and correspond to the subject of this Agreement.

Article 6

1. Competent authority of either Contracting Party may refuse, in whole or in part, a request for cooperation under this Agreement, if granting such request might threaten sovereignty, security or another vital interest of the state of its Contracting Party, or if such request contravened international obligations or national legislation of the state of its Contracting Party.

2. Should a request be refused or granted only partially, the competent authorities of the Contracting Parties shall immediately inform each other thereof in writing.

3. The competent authorities of the requested Contracting Party can associate granting of the request with fulfilment of necessary conditions. If the competent authorities of the requesting Contracting Party agree with such conditions, request shall be granted.

Article 7

1. The competent authorities of the Contracting Parties shall provide each other with support by exchanging information and data from official databases and registries, including personal data, that may in particular relate to:

- a) criminal offences, persons suspected of committing a criminal offence or involved in a criminal activity, links between persons suspected of committing a criminal offence, how groups involved in criminal activities are organized and their structure, circumstances of violations of legislation on criminal responsibility and adopted measures,
- b) planned acts of terrorism and terrorist groups, whose members are planning, committing or have already committed criminal offences in the territories of the states of the Contracting Parties,
- c) objects used as instruments of criminal offence or proceedings from crime,
- d) forensic experience and information, results of forensic and criminological research, investigation practice, methods and means of work,
- e) methods and new forms of committing criminal offences, that transcends the borders of the states of the Contracting Parties.

2. In the framework of combating illegal migration, the competent authorities of the Contracting Parties shall provide each other with information concerning in particular migration flows, their size, structure and possible destinations as well as information concerning illegal acts in an attempt to legalize stay in the territories of the states of the Contracting Parties.

3. The competent authorities of the Contracting Parties shall provide each other with information needed for the purposes of proceedings related to entering the territories of the states of the Contracting Parties and staying therein, in particular information about identity of a person, date and place of crossing the state border, authorisation to stay in the territory of the state of the Contracting Party, place of stay and authenticity and validity of travel and official documents.

4. The competent authorities of the Contracting Parties shall exchange regulatory acts, analytical and other materials, expertise and technical information and specialized literature.

Article 8

In case of need, the competent authorities of the Contracting Parties shall coordinate their activities and provide each other with support, in particular:

- a) in searching for persons suspected, accused of committing a criminal offence, convicts absconding from criminal responsibility or the service of a sentence,
- b) in searching for missing persons, including procedures related to the identification of persons or mortal remains,
- c) in searching for objects obtained by means of criminal offence or used to commit criminal offences,
- d) in tracing and recovery of assets such as the proceeds of crime and means intended to finance terrorism,
- e) in conducting police interviews,
- f) in the area of expert and forensic activities, in particular in identifying, obtaining, evaluating and comparing of traces,
- g) in the area of obtaining and evaluating digital traces and encrypted data, as well as in taking measures to prevent cybercrime,
- h) in examining suspicious objects, disabling of explosive devices or when ammunition, explosives or explosive objects are found, and in their disposal,
- i) in preparation and realization of transits, transfer of persons, including voluntary returns,
- j) by adopting other relevant measures at the request of the other Contracting Party including vehicle inspections and checks in order to prevent criminal offences or combat illegal migration,
- k) for the purposes of proceedings related to entering the territories of the states of the Contracting Parties and staying therein,
- l) by organizing work meetings in order to prepare individual measures,
- m) by lending equipment and service animals,
- n) in planning and realization of joint crime-prevention programmes.

Article 9

1. Either Contracting Party may send liaison officers/authorized representatives to the territory of the state of the other Contracting Party upon an agreement with the other Contracting Party.

2. The liaison officers/authorized representatives shall be active in the territory of the state of the other Contracting Party only in support and advisory capacity. They shall provide information and carry out their tasks in the framework of instructions they receive from the sending Contracting Party.

3. The liaison officers/authorized representatives of one Contracting Party sent to a third country may upon a mutual agreement of the Contracting Parties, and provided that the third country issues a written consent, also represent the interests of the other Contracting Party.

Article 10

1. The competent authorities of the Contracting Parties may send consultants to the competent authorities of the other Contracting Party, establish joint analytical and other working teams as well as

engage seconded employees in patrols or control groups in order to support the other Contracting Party or to coordinate activities.

2. Employees specified in paragraph 1 of this Article shall operate in the territory of the state of the other Contracting Party in support and advisory function. When exercising their support and advisory function, they shall follow instructions of the competent authorities of the Contracting Party, to the territory of its state they are sent. They shall not exercise any powers in the territory of the state of the other Contracting Party.

Article 11

The Contracting Parties shall cooperate in the area of training and education and this cooperation shall include in particular:

- a) participation of employees of one Contracting Party in training courses of the other Contracting Party,
- b) holding of joint seminars, exercises and language courses,
- c) training of specialists,
- d) exchange of experts, as well as training concepts and programmes,
- e) participation of observers at exercises.

Article 12

1. The Contracting Parties shall cooperate in identifying victims of large scale accidents and other events (hereinafter referred to as "disaster"). This cooperation shall include in particular exchange of information used to victim identification, possibility to personally obtain eventually verify information used to victim identification in the territory of the state of the other Contracting Party, as well as sending a special disaster victim identification team (hereinafter referred to as "DVI team").

2. In case of need, either Contracting Party may ask the other Contracting Party to send DVI team in the territory of the state of the requesting Contracting Party. Sending of individual DVI team employees to carry out partial tasks in the territory of the state of the other Contracting Party is subject to a consent of its competent authority.

3. If the DVI team or its individual employees operate in the territory of the state of the other Contracting Party, employees of DVI team are authorized to request collaboration of employees of the Contracting Party in the territory of its state they operate.

4. The Contracting Party that asked deployment of the DVI team of the other Contracting Party, shall take the necessary measures for security of the DVI team and its employees.

5. The Contracting Party that asked deployment of the DVI team of the other Contracting Party, shall ensure its employee to be, as a rule, present in the DVI team activity.

6. The DVI team employees operating in the territory of the state of the other Contracting Party must have markings in accordance to the national legislation of their Contracting Party.

7. Experts who are not employees of competent authorities of the Contracting Parties but are DVI team members shall also be considered employees of the Contracting Party for the purposes of the cooperation pursuant to this Article.

PART III

Legal relations

Article 13

The following provisions shall apply to the processing of personal data transferred under this Agreement:

- a) The transferring Contracting Party may set restrictions and time limits on the processing of personal data by the receiving Contracting Party.
- b) The exchange of personal data under this Agreement shall be subject to the following rights of data subjects:
 - 1) The data subject must be upon request provided with information about the personal data transferred or processed based on this Agreement and about the intended purpose of use of the personal data. This shall not apply if, in accordance with the national legislation, the access to personal data may or must be refused. In any case, the Contracting Parties shall consult each request; information shall not be provided without a prior consent of the other Contracting Party.
 - 2) The data subject has the right to request the correction of the transferred personal data concerning him/her and to the completion of incomplete personal data also by means of a supplementary statement. This shall apply unless, in accordance with national legislation, the correction of personal data may or must be refused. In any case, the Contracting Parties shall consult each request; the data subject's request is not granted without a prior consent of the other Contracting Party.
 - 3) If the transferred personal data is used to interfere with the rights and protected interests of the data subject based exclusively on automated processing of personal data, the data subject has the right to obtain human intervention by the authority responsible.
- c) Personal data may be transferred by competent authority of one Contracting Party only to the competent authorities of the other Contracting Party and their authorised officials. Personal data may be transferred solely for the purposes specified in this Agreement and to the extent proportionate to mentioned purposes. The Contracting Parties shall take the necessary measures to ensure that further processing of personal data is carried out exclusively for such purposes. The receiving Contracting Party may use the transferred personal data for other purposes only with a prior written consent of the transferring Contracting Party.

Personal data shall not be transferred if the transferring Contracting Party has reason to believe that such transfer violates the requirements of the national legislation of its state, its international obligations or may harm the rights of data subjects. In case of transfer of personal data that should not have been subject to transfer, the requesting Contracting Party shall be promptly notified thereof and undertake to destroy such personal data, and shall send a corresponding notice to the transferring Contracting Party.

- d) The Contracting Parties guarantee that personal data will not be stored in a form that allows identification of data subjects for longer than necessary to achieve the purposes set out in this Agreement for which they are processed.
- e) The receiving Contracting Party may transfer personal data received under this Agreement to a third party only with the prior written consent of the transferring Contracting Party.

In the request for written consent, the receiving Contracting Party shall provide information on the scope and categories of personal data it intends to transfer to the third party, about the third party to which the personal data is transferred, as well as the legal basis and purpose of the transfer.

The receiving Contracting Party may transfer personal data to a third party without the prior consent of the transferring Contracting Party only if it is necessary to protect the vital interests of the data subject or other individuals or to prevent immediate and serious threat to public safety. In such case, the receiving Contracting Party shall promptly inform the transferring Contracting Party of the scope and categories of personal data, the third party to which the personal data has been transferred, the relevant legal basis, the purpose of the transfer and the procedure for further communication with the third party.

For the purposes of this Article, a "third party" shall be understood as any person, authority, institution, organisation, including international organisations, not included in the list of competent authorities under this Agreement, except for the data subject and supervisory authorities of the Contracting Parties in the field of personal data protection or authorities whose tasks are directly related to the purpose of this Agreement, such as courts or prosecutors.

- f) The transfer and processing of special categories of personal data as defined by the national legislation of the Contracting Party is permitted only where strictly necessary, if it is justified by the need to prevent, detect and suppress criminal offence or establish a person who committed criminal offence, or by the protection of the vital interests of the data subject or other individuals, or to prevent an immediate and serious threat to public safety.
- g) The Contracting Parties shall take all necessary measures to ensure the reliability, accuracy and relevance of the personal data transferred, as well as their proportionality to the purposes of processing. If, after the personal data transfer, either Contracting Party becomes aware of its inaccuracy, it shall immediately notify the other Contracting Party in order to make the necessary changes.
- h) Personal data received by the Contracting Parties shall be destroyed or corrected in the cases if:
 - 1) the personal data is found to be inaccurate or disproportionate to the purposes of processing;
 - 2) the receiving Contracting Party has identified that the previously transferred personal data is recognised as not complying with the requirements of its national legislation;
 - 3) personal data is no longer necessary to achieve the purposes set out in this Agreement;
 - 4) the period for processing personal data has expired, which was directly set by the transferring Contracting Party.
- i) The Contracting Parties shall ensure an adequate level of protection of personal data transferred and received under this Agreement by taking specific organisational and technical security measures, strictly restricting access to personal data, establishing the procedure for storing personal data in accordance with their category in particular as regards the processing of special categories of personal data referred to in lit. f) of this Article.
- j) The authority to which personal data is transferred shall, in accordance with the national legislation of the Contracting Party, properly inform about its contact details, the purposes of personal data processing, the rights of data subjects, as well as about possible administrative or judicial protection of their right to privacy and protection of personal data in accordance with national legislation.
- k) The Contracting Parties guarantee to keep records of the transfer, receipt and destruction of personal data.

Article 14

1. The provisions of the Agreement between the Government of the Czech Republic and the Cabinet of Ministers of Ukraine on protection of classified information of 14th May 2003 or any

international treaty replacing the above mentioned agreement shall apply for the transfer of classified information.

2. Classified information may be forwarded directly between the contact points designated by the Contracting Parties.

3. The Contracting Parties shall notify each other through diplomatic channels of the contact points pursuant to paragraph 2 of this Article on the date of entry into force of this Agreement at the latest.

Article 15

The transferred information and materials may be provided to third countries and international organizations only with a prior written consent of transferring Contracting Party.

Article 16

1. Employees operating in the territory of the state of the other Contracting Party to carry out tasks pursuant to this Agreement shall be bound by national legislation of this Contracting Party.

2. The employees specified in paragraph 1 of this Article may, in the territory of the state of the other Contracting Party, wear their uniforms.

3. Employees specified in paragraph 1 of this Article shall be liable in the same way as employees of the Contracting Party, in the territory of its state they operate, in respect of criminal offences committed by them. In relation to criminal offences committed against them, the same liability shall be applied as if the criminal offence was committed against the employees of the Contracting Party in the territory of its state they operate.

4. In terms of their service contract, the employees operating in the territory of the state of the other Contracting Party are exclusively subject to the national legislation of their Contracting Party, in particular to disciplinary rules and rules governing their liability.

5. Either Contracting Party is obliged to protect employees of the other Contracting Party sent to the territory of its state and to provide them with the same support as its own employees.

Article 17

1. Employees operating in the territory of the state of the other Contracting Party to carry out tasks under this Agreement, shall be allowed, in case of need, to bring to the territory of the state of the other Contracting Party and use there their own service vehicles, aircrafts and boats subject to prior consent of that Contracting Party.

2. Aircrafts must have a permission in their country of origin for a relevant type of deployment.

Article 18

1. The Contracting Parties shall waive all claims for damages for loss of or damage to property if the damage is caused by employees of the other Contracting Party when carrying out their tasks under this Agreement.

2. The Contracting Parties shall waive all claims for damage to health or in connection with the death of their employees, if it occurred when carrying out tasks under this Agreement. The right to compensation by employees as well as persons entitled to compensation in the event of their death, in accordance with the national legislation of the Contracting Party shall remain unchanged.

3. Paragraphs 1 and 2 of this Article shall not apply when damage is caused intentionally or through gross negligence.

4. If employees of the Contracting Party, when carrying out tasks under this Agreement in the territory of the state of the other Contracting Party, cause damage to a third person, the Contracting Party on territory of its state the damage was caused shall be liable for compensation in accordance with rules that would be applicable in the case of damage caused by its employees. The Contracting Party whose employees have caused the damage shall reimburse to the other Contracting Party for the full amount of paid compensation. The second sentence of this paragraph shall not apply when employees who caused the damage were acting under instructions of employees of the other Contracting Party, unless they have caused the damage intentionally or through gross negligence.

5. The competent authorities of the Contracting Parties shall cooperate closely in order to facilitate the settlement of claims for damages. To this end, they shall, in particular, exchange any information at their disposal on cases of damage.

Article 19

Unless stipulated otherwise in this Agreement, or unless competent authorities of the Contracting Parties agree otherwise in advance, each Contracting Party shall bear its own costs incurred by its competent authorities in the implementation of this Agreement.

PART IV Final Provisions

Article 20

Unless agreed otherwise, the competent authorities of the Contracting Parties shall use English language in implementing this Agreement.

Article 21

Any disputes which might arise in connection with the interpretation or implementation of this Agreement shall be resolved by consultations between the competent authorities of the Contracting Parties. Should the disputes not be resolved this way, it shall be solved through diplomatic channels.

Article 22

This Agreement is without prejudice to the obligations of the states of the Contracting Parties arising from other bilateral or multilateral international treaties binding upon the states of the Contracting Parties.

Article 23

Either Contracting Party may suspend the implementation of this Agreement temporarily in whole or in part, should the concerns of national security, public order, safety or health of persons

require so. The Contracting Parties shall immediately notify each other of the adoption or revocation of such measures through diplomatic channels. The suspension of the implementation of this Agreement and the revocation of that suspension shall become effective on the date specified in the notification, however, not earlier than upon the lapse of fifteen days from the reception of such notification by the other Contracting Party. Provisions of this Agreement shall continue to apply to handling of personal data transferred prior to the suspension of the implementation of this Agreement, and to the providing information and materials, transferred prior to the suspension of the implementation of this Agreement, to third countries and international organizations.

Article 24

1. This Agreement shall enter into force on the first day of the second month following the day of reception, through diplomatic channels, of the last written notification by which the Contracting Parties inform each other on the fulfilment of the internal procedures required for the entry into force of this Agreement.

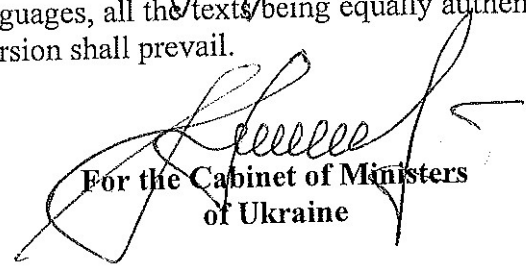
2. This Agreement may be amended by the Contracting Parties in writing. Any such amendment shall enter into force in accordance with paragraph 1 of this Article.

3. This Agreement is concluded for an indefinite period. Either Contracting Party may terminate this Agreement by sending a written notification through diplomatic channels. This Agreement shall terminate six months after the date of reception of such notification of termination by the other Contracting Party. Unless agreed otherwise by the Contracting Parties, the provisions of this Agreement shall continue to apply to handling of personal data transferred pursuant to this Agreement until the personal data is erased.

4. On the date of the entry into force of this Agreement, the Agreement between the Government of the Czech Republic and the Government of Ukraine on cooperation in combating organized crime, terrorism and illicit trafficking in narcotic drugs and psychotropic substances of 30th June 1997 terminate.

Done in Prague on this 16th day of July 2024 in two originals, each in the Czech, Ukrainian and English languages, all the texts being equally authentic. In case of divergence in the interpretations, the English version shall prevail.


**For the Government
of the Czech Republic**


**For the Cabinet of Ministers
of Ukraine**