



ADMINISTRATIVE COOPERATION ARRANGEMENT

BETWEEN

THE EUROPEAN ANTI-FRAUD OFFICE

AND

THE KOSOVO POLICE

The European Anti-Fraud Office (OLAF),

and

the Kosovo Police,

(hereinafter referred to as the “Partners”, each a “Partner”)

- taking into account the Stabilisation and Association agreement between the European Union and the European Atomic Energy Community, of the one part, and Kosovo^{*}, of the other part;
- taking into account the Framework Agreement between Kosovo and the European Commission on the Arrangements for Implementation of Union Financial Assistance to Kosovo under the Instrument for Pre-Accession Assistance (IPA II), and in particular Articles 50 and 51 thereof;
- having regard to Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF)¹, and in particular Article 14(1) thereof;
- in view of OLAF’s missions in connection with countering fraud, corruption and other illegal activities affecting the financial interests of the European Union under Article 325 of the Treaty on the Functioning of the European Union, as well as in connection with serious misconduct of members and staff of the European Union’s institutions, bodies, offices and agencies;
- in view of Kosovo Police’s mission to provide security and services for all persons in Kosovo based on the law, best practices and standards of democratic policing;

intend to cooperate as set out in the sections below.

^{*} This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

¹ OJ L 248, 18.9.2013, p.1.

1. Purpose of the arrangement

This Administrative Co-operation Arrangement (hereinafter the "Arrangement") aims at enhancing, within the respective legal frameworks governing their activities,² the timely transmission of information and co-operation in cases relating to alleged fraud, corruption or other illegal activities affecting the financial interests of the European Union, as well as to serious misconduct of members and staff of the European Union's institutions, bodies, offices and agencies.

2. Nature of the arrangement

- 2.1. This Arrangement sets out the framework for the working relationship between the Partners, subject to the availability of resources.
- 2.2. This Arrangement is not intended to create any obligations under international law or European Union law, to modify any existing legal rules, including the immunities and privileges of the EU and its staff, or to interfere with the legal frameworks governing the Partners. This Arrangement does not cover mutual legal assistance.

3. Provision of information

- 3.1. Where Kosovo Police informs OLAF of the existence of credible allegations in cases referred to in section 1, the Partners will explore ways to cooperate and ensure appropriate follow-up.
- 3.2. When cooperating on a specific case, the Partners will provide each other with any relevant information, including personal data, in order to achieve the purpose of this Arrangement. This information exchange should contain sufficient elements to identify:
 - the persons, economic operators or entities suspected of being involved;
 - the nature of fraud, corruption or other illegal activities; or the nature of serious misconduct; and
 - any other relevant circumstances.
- 3.3. Exchange of information which could eventually lead to the identification of persons covered by the privileges and immunities of the EU is without prejudice to those privileges and immunities.
- 3.4. Upon a duly substantiated request from OLAF, Kosovo Police will inform OLAF, at the earliest possible opportunity, if it is aware of any on-going criminal investigations or judicial proceedings which may be relevant for an OLAF investigation.

² For OLAF, in particular: Regulation (EU, Euratom) No 883/2013 and Commission Decision 1999/352/EC, ECSC, Euratom of 28 April 1999 establishing the European Anti-fraud Office (OLAF) (OJ L 136, 31.05.1999, p. 20); for the Kosovo Police: Kosovo Penal and Procedural Code, Law on Police, Law on Money Laundering and Financing Terrorism, Law on protection of Personal Data



4. Cooperation on specific cases

- 4.1. Whenever appropriate, Kosovo Police will support OLAF in its investigations, in particular by assisting OLAF in the preparation and performance of on-the-spot checks and inspections or other investigative activities on the territory of Kosovo. Where applicable, Kosovo Police will support OLAF in identifying the authorities which are competent to assist OLAF in the performance of on-the-spot checks and inspections in Kosovo.
- 4.2. Whenever appropriate, the Partners may, subject to applicable law, carry out joint on-the-spot checks. In such cases, OLAF and Kosovo Police will act within their respective applicable legal frameworks³.

5. Technical assistance

In conformity with the relevant rules and subject to the availability of resources, the Partners may provide each other with technical assistance, including exchange of best practices and exchange of any necessary technical information.

6. Strategic analysis

- 6.1. The Partners may exchange relevant strategic information either spontaneously or upon request. Examples of strategic information may include:
- Possible weaknesses in management of EU funds in Kosovo;
 - Operational structures of the organisations involved in the fraudulent activities, as well as the links between these organisations operating inside or outside the European Union and Kosovo; and
 - Strategies, modi operandi, techniques and the financing of these organisations.
- 6.2. The Partners may cooperate in the field of threat assessment and risk analysis. For that purpose, and in conformity with the relevant rules, the Partners may share their specific technical tools and materials.

7. Confidentiality, use of information by the Partners and in relation to third parties

- 7.1. Information communicated or acquired under this Arrangement is protected by professional secrecy as provided for in the legal rules applicable to the Kosovo Police and as regards OLAF in terms of Article 10 of Regulation (EU, Euratom) 883/2013.
- 7.2. Exchange of information under this Arrangement is without prejudice to limitations related to confidentiality of criminal investigations or national judicial proceedings as well as to the restrictions imposed by third parties on information provided by them.
- 7.3. The Partners will only use the information transmitted in accordance with this Arrangement for the purposes referred to in Section 1. They may disclose such

³ For OLAF, the applicable requirements are laid down in Article 3 of Regulation 883/2013.



information to third parties for other purposes only in agreement with the Partner which has provided the information.

8. Data protection

- 8.1. All transfers of personal data held by OLAF to the Kosovo Police and the processing of personal data received from the Kosovo Police are subject to the requirements of Regulation (EC) 45/2001 pertaining to the protection of individuals.⁴
- 8.2. All transfers of personal data held by the Kosovo Police to OLAF and the processing of personal data received from OLAF by the Kosovo Police are made in accordance with the applicable law in conformity with the principles set out in the data protection clauses annexed to this Arrangement.

9. Contact persons and modalities for transmission of information

- 9.1. Each Partner will designate contact persons within their own organisation for the implementation of this Arrangement, including for the exchange of information and any other communication related to the cooperation activities under this Arrangement.
- 9.2. The designated contact persons are specified in Annex 2. Any change of the designated contact persons will be notified promptly in writing.
- 9.3. In case of an information request, the requested Partner will provide an initial reply as soon as possible and no later than 15 days from the reception of the request.

10. Evaluation of cooperation

The Partners may evaluate the application of this Arrangement when necessary.

11. Miscellaneous

The present Arrangement is applicable as from the date of its signature by each Partner. It can be modified by mutual consent through exchange of letters or terminated by either Partner by giving a written two month notice.

Signed in Brussels on 2 February 2017,



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Shpend Maxhuni
General Director
Kosovo Police



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Giovanni Kessler
Director-General
European Anti-Fraud Office (OLAF)

⁴ Regulation (EC) No 45/2001 of the European Parliament and of the Council, OJ L 8, 12.1.2001, p. 1.