

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF KOSOVO  
AND  
THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA  
ON POLICE COOPERATION**

The Government of the Republic of Kosovo and the Government of the Republic of Slovenia (hereinafter referred to as the Contracting Parties)

endeavouring to contribute to the development of bilateral relations,

desiring to strengthen cooperation in the fight against all forms of crime, especially organised crime, trafficking in human beings and illegal migration, trafficking in illicit drugs and precursors, terrorism and other criminal offences and in averting danger and providing public security, particularly public order and traffic safety,

have agreed as follows:

#### Article 1

(1) The Contracting Parties shall, in accordance with their national legislation, cooperate in averting danger and providing public security, particularly public order and traffic safety, and in their efforts to fight crime, especially organised crime, trafficking in human beings and illegal migration, trafficking in illicit drugs and precursors, terrorism, and to prevent, detect and suppress other criminal offences of international character.

(2) The Contracting Parties shall cooperate especially in cases when criminal offences are committed or preparations for criminal offences are taking place, or have taken place, on the territory of one of the Contracting Parties and there is an indication of a possibility that similar offences or preparations for similar offences are taking place, or have taken place, on the territory of the other Contracting Party.

#### Article 2

(1) Cooperation between the Contracting Parties shall be based on the principle of reciprocity and shall encompass the exchange of information and persons' identification data, and other measures in accordance with the purpose of this Agreement, while respecting the national legislation of the Contracting Parties and their international obligations.

(2) To implement this Agreement the Contracting Parties may exchange the following personal data in accordance with their national legislation:

a) personal data of individuals who have taken part in the commission of a criminal offence and individuals connected to the commission of a criminal offence: surname, former surname, first name, other names (aliases, nicknames), gender, date and place of birth, residence, current and former nationalities, and biometric data of an individual in accordance with the legislation on travel documents or other national legislation;

b) data on the document proving the identity of the individual under item a) of this Article, i.e. a passport or other travel document (number, date of issue, the issuing authority, place of issue, validity period, area of validity);

c) data referring to a finger or palm print of an individual involved in the commission of a criminal offence, DNA profile or sample, personal description, photograph;

d) other personal data collected and exchanged by the cooperating Contracting Parties for the implementation of this Agreement.

(3) Requests may also refer to:

a) the identification of owners and users of motor vehicles, vessels and aircrafts, and the information about persons who have fled the scenes of accidents and failed to provide the necessary information to the police or persons involved in the accident. In response to a request submitted by a Contracting Party, the requested Contracting Party shall send data on motor vehicles, vessels and aircrafts, and the data about their owners and users, if these are necessary for the purpose of identifying the owner/user of the vehicle or the vehicle used, or other vehicle data necessary for the implementation of this Agreement. The Competent Authority of the requested Contracting Party may forward a request to the authority administering the databases of registered vehicles, vessels and aircrafts;

b) the information on driving licences and vehicle registration documents and their templates;

c) the identification of place of stay, place of residence and residence permit;

d) the cooperation and exchange of information on crowd control at public gatherings, including the information concerning travel and structure of supporters attending a sporting event;

e) information relating to the origin of objects, e.g. firearms, ammunition and explosives, explosive devices, motor vehicles, vessels and aircrafts, and cultural goods.

(4) The Contracting Parties shall exchange intelligence relevant to the fight against illegal crossing of the border and people smuggling. The information exchanged in this way shall refer to migration movements and their scope and structure, as well as destinations, potential migration routes and means of transport used for illegal crossing of the border, as well as the manner in which smugglers organise their operations. Intelligence and analytical information about the current state of play as well as intended measures that are of relevance to the other Contracting Party shall also be exchanged.

(5) Cooperation shall also provide for a possibility of secondment of officers to work in the other Contracting Party and shall encompass the exchange of experience on measures for preventing and combating crime, exchange visits by experts and sharing information on the crime situation and trends in the Contracting Parties.

### Article 3

(1) The Competent Authorities for cooperation under this Agreement shall be:

in the Republic of Kosovo: Ministry of the Interior of the Republic of Kosovo,  
General Police Directorate;

in the Republic of Slovenia: Ministry of the Interior of the Republic of Slovenia,  
General Police Directorate, and

(2) Requests for data or other measures under this Agreement shall be exchanged directly by the Competent Authorities through a safe communication channel. In the absence of a safe communication channel an appropriate method for data transfer shall be used with due regard for the sensitivity of data. In urgent cases a verbal request shall be accepted, however, it has to be confirmed in writing immediately. A written response shall be provided only after a written request has been received. The Contracting Parties shall make sure access to the communication device used for this purpose is permitted to authorised personnel only.

(3) Unless otherwise agreed, the Competent Authorities shall communicate in English.

(4) The information needed for communication, including the addresses of contact points for the implementation of the preceding article, shall be exchanged directly by the Competent Authorities.

### Article 4

Having regard to the national legislation of the Contracting Parties and the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data done at Strasbourg on 28 January 1981 and Recommendation no. R(87)15 of the Committee of Ministers of the Council of Europe to Member States regulating the use of personal data in the police sector of 17 September 1987, which also refers to the cases where data are not processed automatically, the following conditions shall apply for the protection of personal data exchanged during the cooperation:

a) Personal data may only be processed by the receiving Contracting Party for the purposes of averting danger and providing public security, particularly public order and traffic safety, and for the purposes of combating organised crime, trafficking in human beings and illegal migration, trafficking in illicit drugs and precursors and terrorism, and for the purposes of preventing, detecting and prosecuting other criminal offences of international character, provided that adequate technical safeguards are put in place for transmission of personal data and their protection.

b) If so requested by the providing Contracting Party, the receiving Contracting Party shall report on the use of such data and related results.

c) Data shall be exchanged only between the competent authorities as specified in Article 3 of this Agreement. Further distribution of data to other bodies shall be subject to prior written consent of the providing Contracting Party.

d) The providing Contracting Party shall make sure the data submitted are accurate. If it emerges that the data are inaccurate or should not have been communicated, the receiving Contracting Party shall be notified immediately. The receiving Contracting Party shall either correct the data or destroy them.

e) Upon request, a data subject shall be supplied with all the requested data relating to them and the information on their processing. The supply of personal data details shall be subject to the national legislation of the providing Contracting Party.

f) Upon submitting the data, the providing Contracting Party shall notify the receiving Contracting Party of any deadlines for their erasure according to its national legislation. Regardless of this, the data referring to a specific individual must be erased without delay when they are no longer necessary. The providing Contracting Party shall be notified of any erasure of data and reasons for the erasure. Upon termination of this Agreement, all data obtained on its basis shall be destroyed.

g) The Contracting Parties shall keep a record of the communication, receipt and erasure of personal data. The record shall include information about the type, time and purpose of the data provided.

h) The Contracting Parties shall put in place organisational and technical arrangements to protect the obtained personal data from unauthorised access, modification and publication.

#### Article 5

(1) Upon receiving a request, either Contracting Party may refuse it, in whole or in part, if it is not in line with its legislation or if it threatens its sovereignty or national or public security or generally contravenes its legal principles or other important interests.

(2) The providing Contracting Party shall be informed, at the earliest opportunity, of the reasons why the request cannot be complied with in whole or in part.

#### Article 6

This Agreement shall not affect international legal assistance in criminal matters or extraditions.

#### Article 7

Each Contracting Party shall bear the expenses incurred by its own authorities in implementing this Agreement.

#### Article 8

The Contracting Parties may agree on protocols for the purpose of implementing this Agreement.

**Article 9**

Disputes regarding the implementation of this Agreement that cannot be settled through consultations between the Competent Authorities of the Contracting Parties shall be settled through diplomatic channels.

**Article 10**

- (1) Nothing in this Agreement shall prejudice any other bilateral or multilateral agreements binding on the Contracting Parties.
- (2) This Agreement shall not prejudice any obligations of the Republic of Slovenia deriving from its membership in the European Union.

**Article 11**

- (1) This Agreement shall enter into force on the first day of the month following the receipt of the later notification by which the Contracting Parties inform each other of the completion of the internal legal procedures required for its entry into force.
- (2) This Agreement shall be concluded for an indefinite time. Either Contracting Party may terminate it by written notification through diplomatic channels. The Agreement shall cease to have effect six months following the first day of the month following the month in which such notification is received by the other Contracting Party.

Done at Ljubljana..... on 12 May 2015 in two original copies in the Albanian, Serbian, Slovenian and English languages, all texts being equally authentic. In case of divergence in interpretation the English text shall prevail.

For the Government of the  
Republic of Kosovo



For the Government of the  
Republic of Slovenia

