

## AGREEMENT

### between the Republic of Kosovo and Hungary on Co-operation in the Prevention and Combating of Crime

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

Considering the friendly relations between the two countries,

Convinced that the international cooperation has a great importance in the fight against crime, especially organised or serious crimes, terrorism, drug-related crimes, arm trafficking, illegal migration and unlawful smuggling of persons,

With a view to the reinforcement and deepening of co-operation between the cooperating agencies in the interest of their common security,

With a view to combating international organised crime even more efficiently through their co-ordinated action,

Considering their obligations deriving from international undertakings and their internal laws,

Having taken stock of the results of their co-operation to date,

Agreed as follows:

#### CHAPTER I General Provisions

##### Article 1 Definitions

For the purpose of this Agreement:

1. *The authorities competent for the implementation of this Agreement (hereinafter cooperating agencies)* are: authorities authorised for carrying out tasks of crime prevention, crime suppression and crime detection in accordance with the internal laws of the Contracting Parties.
2. *Central contact agencies:*
  - a) *for the Kosovo Contracting Party:* Directorate for Internal Cooperation in the field of law enforcement.
  - b) *for the Hungarian Contracting Party:* International Law Enforcement Cooperation Centre of the National Police Headquarters;

3. *Judicial authorities:*
  - a) *for the Kosovo Contracting Party:* the courts and office of the prosecution
  - b) *for the Hungarian Contracting Party:* the courts of justice and the offices of the prosecution;
4. *Personal data:* any information relating to an identified or identifiable individual.
5. *Sensitive data:* personal data revealing racial origin, affiliation to national and ethnic minority, political opinions or party affiliation, religious or other beliefs, membership in representation organisations, as well as personal data concerning health, pathological addiction or sexual life and criminal personal data.

## **Article 2**

### **The Scope of Co-operation**

- (1) With a view to protecting public order and public safety the Contracting Parties shall enhance their co-operation in the field of prevention, detection and prosecution of criminal offences (hereinafter: crime suppression) sanctioned under the national laws of both Contracting Parties with imprisonment of at least one year.
- (2) Either Contracting Party may refuse co-operation in part or in full or may subject it to conditions if such co-operation endangers or violates its sovereignty, security, public order or if it is contrary to its internal laws.
- (3) Requests for co-operation concerning military crimes or crimes performed for political reasons shall not be submitted and shall not be executed. An act shall not be deemed a political crime if in the course of its perpetration – with regard to all the circumstances including the aim sought to be achieved, the motive, the modus operandi and the means used or intended to use – the law aspects of the act outweighs its political nature.
- (4) Co-operation based on this Agreement shall not extend to mutual legal assistance which is under the competence of the judicial authorities of the Contracting Parties.

## **CHAPTER II**

### **General Rules of Co-operation**

#### **Article 3**

#### **Co-operation based on Request**

- (1) With a view to the implementation of the provisions of this Agreement, the cooperating agencies shall – in accordance with internal laws of the Contracting Parties

and the provisions of this Agreement – co-operate and provide assistance to one another based on request.

(2) Unless otherwise provided in this Agreement, requests and responses thereto shall be sent and received in writing (including transmission by telefax and the electronic telecommunications networks) through the central contact agencies. In urgent cases, requests can also be made verbally; verbal requests shall be confirmed in writing without any delay.

(3) If, according to the internal laws of the Contracting Parties, the permission, consent, approval or agreement of the judicial authorities is required for sending or executing requests, requests may be sent and their execution may be commenced only after such permission, consent, approval or agreement has been obtained.

(4) If the requested cooperating agency does not have the power or competence to execute the request, it shall forward the request to the agency having power and competence and notify the requesting cooperating agency thereof.

(5) The requesting cooperating agency may request the requested cooperating agency to execute its request according to the rules and conditions or by applying the technical methods indicated by them. If, according to the conditions set forth in the request, its execution is possible only in part or not at all, the requested central contact agency shall notify the requesting central contact agency without any delay. At the same time, it shall indicate the conditions under which the request can be executed.

(6) If upon receipt of the request it becomes evident that its execution is not possible within the time limit set forth therein and the reasons given in the request for setting the time limit reveal that a delay would jeopardise the success of the procedure of the requesting cooperating agency, the requested cooperating agency or central contact agency shall immediately notify the requesting central contact agency of the time needed for the execution of the request.

(7) Following notification according to Paragraphs (5) and (6), the requesting central contact agency shall declare whether it still requires the execution of the request based on the disclosed circumstances.

(8) In the course of the execution of request, the requested cooperating agencies and other agencies participating in the execution of the request shall take action in accordance with the rules set out under Paragraph (5) of this Article provided that they are not contrary to internal laws of the state of the requested cooperating agency.

**Article 4**  
**The Contents of the Request and the Applicable Language**

- (1) The request shall contain at least the following:
  - a) Name of the requesting cooperating agency;
  - b) The legal ground, purpose and the subject matter of the request;
  - c) The description and legal qualification of the act constituting the subject matter of the request;
  - d) The time limit set for the execution of the request, the reasons for requesting urgent execution.
- (2) The documents and data related to the content of the request shall be attached to the request.
- (3) In the course of the implementation of this Agreement, the cooperating agencies shall use the English language, but may also agree to use other languages for their communication.

**CHAPTER III**  
**Forms of Co-operation**

**Article 5**  
**Exchange of Information**

- (1) The cooperating agencies, upon request, shall transfer, the following information:
  - a) personal identification data of persons participated in the commission of a criminal offence, and their contacts with regard to this criminal offence: surname, previous surname, forename, other names (alias, mock name, nickname), gender, date and place of birth, residence, current and any previous nationalities;
  - b) planned, attempted or committed criminal offences, in particular data related to the time, place, modus operandi, information on special circumstances and the measures taken, wherever it is necessary for crime suppression;
  - c) information on objects in respect of which the criminal offence has been committed, or which contain traces of the criminal offence, or were used or intended to be used as instruments of crime, or originating from a criminal offence;
  - d) data on the proceeds of crime;
  - e) data from criminal databases accessible to cooperating agencies and from data bases containing biometric data;

- f) information on the identity of persons, their place of stay and home address;
  - g) information on documents constituting the right to drive road vehicles, vessels and aircrafts;
  - h) identification data of motor vehicles;
  - i) data pertaining to the owner, operator and/or user of means of transport;
  - j) data pertaining to firearms licences;
  - k) data identifying the owner, subscriber and user of electronic telecommunication terminal equipment;
  - l) data pertaining to documents constituting the right to cross state borders;
  - m) data pertaining to persons with special expertise.
- (2) The cooperating agencies may exchange:
- a) information on new methods and forms of international criminal activity;
  - b) criminal, criminological and other crime related research results, information on the practice, working methods and instruments used in combating crimes;
  - c) information on the internal legal regulation on the criminal acts.
- (3) Requests to transfer data set forth in Paragraph (1) point a)-l) of this Article may be transmitted between and executed directly by the cooperating agencies in case the exchange of information through the central contact points would suffer such delay that would severely endanger the interests of crime detection.
- (4) In particular cases the central contact agency of a Contracting Party may transfer information even without a request if it can be reasonably presumed that this information is necessary for the cooperating agencies of the other Contracting Party to eliminate concrete threats to public order or to combat crimes.
- (5) In the course of the exchange of information upon this Article, the cooperating agencies may exchange requests containing classified data.

**Article 6**  
**Analysis of the Public Order and the Criminal Situation**

The cooperating agencies shall regularly exchange information and analyses concerning their states' criminal situation and the situation of the public order. The cooperating agencies may jointly analyse the core issues of the criminal situation and crime prevention and discuss and agree on the action to be taken.

**Article 7**  
**Taking Action in Urgent Cases**

(1) With a view to securing traces and evidence, the cooperating agencies may, within the territory of their own states, upon a request, in accordance with its state's internal laws, carry out identity checks, intensive checks in public places, may apprehend and detain the wanted person, search buildings, edifices, scenes of crimes, clothes, packages and vehicles, if the interest of crime suppression requires urgent measures.

(2) The requesting cooperating agency shall be immediately notified of the implementation of the measures specified in Paragraph (1).

**Article 8**  
**Controlled Delivery**

(1) The cooperating agencies of a Contracting Party through the central contact agencies may request from the cooperating agencies of another Contracting Party to supervise illegal and suspicious consignments to pass out of, through or into the territory of its own state in order to detect crime, and identify persons having participated in the commission of a criminal act.

(2) In addition to the data set forth in Article 4 Paragraph (1) of this Agreement, the request for controlled delivery shall include:

- a) The content of the consignment, its expected route and duration, the mode of transportation and data concerning the identification of the means of transportation;
- b) The mode of escort;
- c) Data concerning the technical instruments to be used;
- d) The number of participants and participation of undercover officers, if any, in the escort on the part of the requesting cooperating agency;
- e) The mode of maintaining contact with the participants in the controlled delivery;
- f) Circumstances of the handing over and taking over of the consignment;
- g) Measures to be taken in the case of apprehension;
- h) Measures to be taken in the case of unexpected events.

(3) The central contact agencies – in case of acceptance of the request – shall agree on the date and *modus operandi* of the controlled delivery and the extent of their involvement on each occasion. The requested central contact agency may restrict or reject the controlled delivery if it endangers the persons participating in it or public order to an unacceptable extent.

(4) The requested cooperating agency shall be in charge of the controlled delivery; the requesting cooperating agency shall be informed of the person in charge. Controlled delivery shall be executed so as to be possible to be interrupted at any time. Following takeover, the requesting cooperating agency may escort the consignment but shall not exercise official powers. In the course of this, the members of the requesting cooperating agency shall act in accordance with the provisions of this Article, the internal laws of the state of the requested cooperating agency and the instructions of the person in charge of the requested cooperating agency.

(5) Upon existence of the conditions laid down in this Agreement, the central contact agencies shall also allow the execution of controlled deliveries starting out from a third state and arriving in another state. In this case, the requesting central contact agency shall obtain in advance the consent of the states concerned, of which the requested central contact agency shall be notified.

(6) The participation of undercover officers in escorting controlled delivery shall be subject to the permission of the judicial authorities of the Contracting Party deploying them.

#### **Article 9** **The Deployment of Undercover Officers**

(1) The cooperating agencies upon request may consent to the deployment of undercover agents of the requesting cooperating agency within the territory of their own states if this is necessary for the successful detection of criminal acts, committed or attempted in the territory of their states. The undercover officer is a member of the regular staff of a cooperating agency, authorised under the internal laws of the Contracting Parties for acting under cover to gather criminal intelligence.

(2) The permission of the judicial authorities related to the deployment of an undercover officer referred to in Paragraph (3) of Article 3 of this Agreement shall apply to the entire territory of the Contracting Parties.

(3) The request for the deployment of an undercover officer shall include, in addition to the data stipulated in Paragraph (1) of Article 4 of this Agreement:

- a) The duration of the deployment of the undercover officer;
- b) The conditions of deploying the undercover officer;
- c) The rights and obligations of the undercover officer;

- d) The measures to be taken in the event that the identity of the undercover officer is disclosed;
  - e) Information concerning the relevant provisions of legal regulations specifying the criminal liability of the undercover officer;
  - f) Information concerning the relevant provisions of legal regulations specifying the civil liability of the undercover officer for damages caused within his/her scope of operation.
- (4) The deployment of an undercover officer shall always be restricted to individual cases and shall last for a specific period of time. The undercover officer may commence his/her activities following the *ad hoc* arrangements between the cooperating agencies and after obtaining permission according to Paragraph (2) hereof. The arrangement shall contain the matters set forth in Paragraphs (3) and (6).
- (5) The activities of the undercover officer shall be immediately suspended if so requested by the requested cooperating agency.
- (6) The actions of the undercover officer shall be governed by the internal laws of the state of the requested cooperating agency. The undercover officer can take only actions, permitted by the internal laws of both Contracting Parties.

#### **Article 10 Co-operation in the Witness Protection Program**

- (1) The Contracting Parties may request via their competent authorities that witnesses, victims and persons connected to them under protection (hereinafter: protected persons) be transferred from the territory of the state of one Contracting Party to the territory of the state of the other Contracting Party and that they be granted protection thereafter, including technical and logistical support. The cooperation shall not extend to the detained protected persons. These measures must not obstruct the criminal proceedings in the territories of the states of the Contracting Parties.
- (2) The person to be protected must have been placed under the national Witness Protection Program of the requesting Contracting Party before transferring. In case of urgent need the transfer may be implemented if it is presumable that the person to be protected has been taken into the national Witness Protection Program of the requesting Contracting Party (emergency measure). Protected persons may only benefit from the forms of protection that are provided for by the internal laws on witness protection of the state of the requested agency.
- (3) In addition to the data specified in Article 4 Paragraph (1) of this Agreement, the request referred to under Paragraph (1) shall include:
- a) Request for confidentiality;
  - b) The status of the protected person in the criminal proceedings;



- c) Information concerning the threat to the person and its severity;
- d) The reasons for moving the protected person to the territory of the state of the other Contracting Party;
- e) The recommended form and level of protection;
- f) The necessary duration of stay in the territory of the state of the other Contracting Party and the possibility of extension.

(4) After the request has been approved the competent authorities of the Contracting Parties shall, in writing, agree on the details of the protection and on the ways of maintaining contact.

(5) If protection can no longer be guaranteed, the competent requesting agency shall immediately be informed thereof.

(6) The protected person shall comply with the laws of the state of the requested agency. If the protected person violates the internal laws of the state of the requested cooperating agency or fails to respect the rules of behaviour determined specifically for him, the competent requesting agency shall immediately be informed thereof. If the requested agency deems it necessary to initiate the return of the protected person concerned, the requesting agency shall comply with this initiative.

(7) In order to ensure the confidentiality of the protective measures the officers of the competent authorities of the Contracting Parties may conceal their original identities and the used vehicles.

#### Article 11

#### Setting Up Joint Crime Detection Teams

(1) The cooperating agencies may, by *ad hoc* arrangement, set up joint crime detection teams if this is necessary for the successful detection of criminal acts, committed or attempted in the territory of their states.

(2) The arrangement referred to in Paragraph (1) shall include in particular:

- a) The description of the criminal act for the detection of which the joint crime detection team was set up;
- b) The area, the conditions and the duration of operation and the conditions of extension;
- c) The composition and the leader of the joint crime detection team;
- d) The rights and obligations of the seconded member of the joint crime detection team;
- e) Information concerning the rules governing the criminal liability of the seconded member of the joint crime detection team as well as his/her civil liability for damage caused within the scope of his/her operation;
- f) Organisational measures and bearing the costs of operation.

(3) The member of the requesting cooperating agency seconded to the joint crime detection team shall not be authorised to take independent action in the territory of the state of the requested cooperating agency.

(4) The member of the requesting cooperating agency seconded to the joint crime detection team may transfer non-classified data and information in his/her possession to the members of the requested cooperating agency participating in the joint crime detection team in the same cases and under the same conditions as in the case of transferring such information to his/her own cooperating agency.

(5) Access to classified data classified by the cooperating agencies necessary for the work of the joint crime detection team shall be granted to the seconded officers of the cooperating agency of the other Contracting Party by the head of the authority having set up the joint crime detection team according to the internal laws of its own states. To transfer data classified by authorities not participating in the co-operation the consent of the classifier shall be obtained.

#### **Article 12** **Covert gathering of information**

(1) The cooperating agencies of the Contracting Parties may, in the course of crime detection, upon request and in accordance with the internal laws of their states, covertly gather information and inform each other of the results.

(2) In addition to the data set forth in Article 4 Paragraph (1) of this Agreement, the request for covert gathering of information shall include:

- a) Indication of the instrument or method;
- b) The duration of the covert measure;
- c) The scope of data to be recorded and transferred;
- d) The manner of transferring the data;
- e) The manner of providing assistance in the event of the covert gathering of information in the territory of the state of the other Contracting Party;
- f) Confirmation of the fact that the covert gathering of information in the state of the requesting cooperating agency has been duly authorised.

(3) The requested cooperating agency shall begin processing the request in accordance with its state's internal laws and, when needed, after obtaining the authorisation.

#### **Article 13** **Secondment of Liaison Officers**

(1) Each cooperating agency may, with the authorisation of the competent cooperating agency of the other Contracting Party, second liaison officers to the cooperating agencies of the other Contracting Party for a specified period. The interior/law enforcement attaché

corruption, and the exchange of information and analyses regarding the possible reasons of corruption and malfeasance and the development trends.

**CHAPTER IV**  
**Legal Relations in the Territory of the other Contracting Party**

**Article 16**  
**Rights and obligations of the officers**

(1) The officers of the cooperating agencies are entitled to wear their uniform and obliged to carry their service identity card in the course of the performance of their duties arising from this Agreement in the territory of the state of the other Contracting Party. They are not entitled to carry their service weapon and service equipment, and to use means of restraint.

(2) The undercover officer referred to in Article 9 of this Agreement may enter the territory of the other Contracting Party with a covert document, may stay there with the necessary covert documents for the duration of performing his/her duties. In individual cases undercover officers may carry firearms and use means of restraint. The conditions shall be specified in the *ad hoc* arrangement defined in Paragraph (4) of Article 9 of this Agreement in accordance with internal laws of the states of the Contracting Parties.

**Article 17**  
**Service Relations and the Protection of the Members of Cooperating Agencies**

(1) The service relations, employment and disciplinary liability of the member of the requesting cooperating agency shall be governed by the internal laws of his/her own state.

(2) The requested cooperating agency shall provide the same protection and assistance to the member of the cooperating agency of the other Contracting Party performing his/her duties under this Agreement in its territory as to a member of its own cooperating agency.

**Article 18**  
**Rules of Criminal Liability**

The members of the cooperating agencies performing their duties under this Agreement in the territory of the state of the other Contracting Party shall be treated in the same way in respect of criminal offences committed by them or against them, as the officers of the cooperating agency in whose state's territory they perform their activities.

**Article 19**  
**Rules of Civil Liability**

(1) When a member of the cooperating agencies performs his/her duties in the territory of the other Contracting Party in accordance with the provisions of this Agreement, the Contracting Party sending him/her shall be liable for any damage caused by him/her in the course of his/her operation in accordance with the internal laws of the Contracting Party in whose territory the damage was caused.

(2) The Contracting Party, in whose territory the damage referred to in Paragraph (1) has taken place, shall pay compensation for the damage under the same conditions as if the damage had been caused by its own officer.

(3) The Contracting Party whose member of a cooperating agency caused damages to a third person in the territory of the other Contracting Party shall reimburse the full amount of the damages paid by the latter Contracting Party to the injured person or other person entitled to damages on behalf of the injured person.

(4) Without prejudice to the exercise of their rights outstanding *vis-à-vis* third persons and with the exception of the provisions of Paragraph (3), the Contracting Parties mutually waive any claim for the reimbursement of damages sustained from the other Contracting Party unless the damages were caused intentionally or by gross negligence in the cases according to Paragraph (1).

**CHAPTER V**  
**Data Protection**

**Article 20**  
**Rules of Data Processing**

(1) The processing of data shall be performed in accordance with the following provisions:

- a) The request shall indicate the type of data required and the purpose and legal grounds of their use;
- b) The data receiving cooperating agency (hereinafter the recipient) may use data exclusively for the purposes specified in this Agreement and under the conditions stipulated by the data transmitting cooperating agency (hereinafter the sender). The recipient shall provide information to the sender upon request on the use of the data transferred by the sender;
- c) Prior to the transfer of the data, the sender, having ascertained that the transfer of the data was necessary for the purpose indicated, and was proportionate to it and was in line with its state's internal laws, shall make sure that the data to be transferred is correct;

- d) Upon transferring the data, the sender shall, in line with its state's internal laws, indicate the time limits for the retention of data, upon the expiry of which the recipient must erase the data, unless the sender gave its prior written consent to the further processing of such data. Irrespective of these limits the data transferred shall be deleted as soon as they are no longer required for the purpose for which they were transferred;
  - e) Data may be transferred solely to the authorised cooperating agencies referred to in Article 1 of this Agreement. The data may be forwarded to other agencies with the prior written consent of the sender based on an examination of the conditions set forth in Point c);
  - f) The agencies processing the data shall keep records of the data transferred and received under this Agreement which shall contain at least the following: the purpose and content of the data provided, the legal ground of the transmission, the type of the forwarded data, the transmitting and receiving agency and the time and date of the transfer, and the data necessary for the identification of the data subject. On-line provision of data shall be automatically recorded. The records shall be kept for the period specified in the internal laws applicable to such data, but at least for five years. The records may only be used to supervise the compliance with the rules of data protection.
- (2) The Contracting Parties are required to take all the necessary organizational and technical measures in order to provide the efficient protection of data, and against the unauthorised access, disclosure, alteration and destruction of it.
- (3) The independent data protection supervisory authorities of the Contracting Parties which shall be responsible for ensuring respect for the principles and rules contained in this Agreement are entitled to control the compliance with the rules on data processing under this Agreement.
- (4) This Agreement does not provide a basis for requests to transfer data or information to be used as evidence in criminal proceedings. Data or information transferred in line with this Agreement must not be used for mutual assistance in criminal matters without the prior consent of the transferring Contracting Party, which is to be given in line with the internal laws and in compliance with any applicable bi- or multilateral agreements on mutual assistance in criminal matters.

#### **Article 21** **Information to the Data Subject**

- (1) The Contracting Parties shall ensure that the data subject is informed regarding the processing of his/her personal data by their competent authorities. Derogation from this Article shall be allowed when such derogation constitutes a necessary measure in the

interest of protecting state security, public safety or the suppression of criminal acts, the data subject or rights and freedoms of others.

(2) When personal data has been transferred, each cooperating agency may, in accordance with the provisions of its state's internal laws, ask that the cooperating agency of the other Contracting Party does not inform the data subject. In such case the latter cooperating agency shall not inform the data subject without the prior consent of the cooperating agency of the other Contracting Party. In any other cases the recipient Party shall consult the sender Party as to whether it may inform the data subject about his/her personal and sensitive data kept in the records and about the purpose of their use. The recipient Party shall comply with the instructions given by the sender Party.

(3) The data subject shall be enabled to obtain, as the case may be, in accordance with the internal laws of the Contracting Parties, rectification, erasure or blocking of his/her personal and sensitive data, and to have remedy if a request for confirmation or, as the case may be, communication, rectification, erasure or blocking is not complied with.

#### **Article 22 Protection of Classified Data**

To protect the classified data and information received in the course of the implementation of this Agreement, the cooperating agencies shall apply the following provisions:

- a) The data classified according to the internal laws of the state of the sender Party transferring the classified data shall be granted the same level of protection by the recipient Party receiving the classified data as the protection accorded to the data supplied with the classification marking in accordance with its internal laws based on the table of equivalence constituting the annex to this Agreement. This annex shall constitute an integral part of this Agreement;
- b) The sender Party transferring the classified data shall indicate the period of validity of the transferred classified data;
- c) The sender Party transferring the classified data shall notify immediately the recipient Party receiving the classified data in writing of any changes related to the data and of any modification in their classification marking or period of validity or the termination of the classification. The recipient Party receiving the classified data shall modify the classification marking or the period of validity or shall terminate processing it as classified data in accordance with this notification;
- d) Forwarding any classified data transferred under this Agreement to a third state shall be permitted only with the written consent of the authorities or person having competence according to the sender state's internal laws;

**Annex**  
**to Article 22 of the Agreement**  
**between the Republic of Kosovo and Hungary on Co-operation in the Prevention and**  
**Combating of Crime**

**The marking of classified data and their equivalence**

The Contracting Parties – with a view to the provisions of Article 22 (a) of the Agreement between the Republic of Kosovo and Hungary on Co-operation in the Prevention and Combating of Crime – establish pursuant to the laws of the Republic of Kosovo and Hungary that the following classification markings of classified data are equivalent.

<b>In the Republic of Kosovo</b>	<b>In Hungary</b>	<b>English Equivalent</b>
Tepër sekret	„Szigorúan Titkos!”	TOP SECRET
Sekret	„Titkos!”	SECRET
Konfidenciale	„Bizalmas!”	CONFIDENTIAL
E Kufizuar	„Korlátozott terjesztésű!”	RESTRICTED

- e) The sender Party transferring the classified data shall be notified immediately of any violation of the laws serving the protection of the transferred classified data done by the recipient Party receiving the classified data. The notification shall extend to the circumstances and consequences of the violation of the laws, the measures taken to contain such consequences and the measures taken to prevent any future violation of these provisions.

## **CHAPTER VI Closing Provisions**

### **Article 23 Rules of Bearing Costs**

Unless otherwise provided for in this Agreement or agreed by the central contact agencies of the Contracting Parties, both Contracting Parties shall bear the costs incurred in the course of the actions of their own cooperating agencies.

### **Article 24 Relations to Other International Obligations**

The provisions of this Agreement shall not affect the obligations undertaken by the Contracting Parties under other bilateral or multilateral international agreements. The present Agreement does not affect the obligations of the Contracting Parties arising from their membership in international organisations, and the obligations of Hungary arising from its membership of the European Union.

### **Article 25 Dispute Settlement**

- (1) Disputes that may arise in relation to the interpretation or the application of this Agreement shall be settled by the cooperating agencies by way of negotiations.
- (2) Should in course of the negotiations referred to in Paragraph (1) an agreement is not concluded, the dispute shall be settled through diplomatic channels without involvement of a third party.

### **Article 26 Entry into Force and Miscellaneous Provisions**

- (1) This Agreement shall enter into force on the ninetieth day from the date of the receipt of the latter diplomatic note in which the Contracting Parties notify one another through diplomatic channels of having met the internal legal requirements needed for its entry into force.



(2) This Agreement is concluded for an indeterminate period and it may be terminated in writing by either Contracting Party through diplomatic channels at any time. The Agreement shall lose effect on the first day of the month following the lapse of the sixth month following receipt of the note on termination.

(3) Either Contracting Party may suspend the application of this Agreement in part or in full for a transitory period provided that it violates or jeopardises its sovereignty, security and public order. The Contracting Parties shall notify one another of introducing or withdrawing such measures through diplomatic channels in writing without any delay. The suspension of the implementation of this Agreement or its withdrawal shall enter into force on the date receiving the relevant notification.

(4) The Contracting Parties shall inform each other through diplomatic channels on the names of the agencies as under Article 1 point 1 of this Agreement, as well as on the names of the competent authorities to implement the provisions of Articles 8, 11 and 15 and to supervise the provisions of Article 22 of this Agreement, within thirty (30) days after this Agreement enters into force. The Contracting Parties shall inform each other through diplomatic channels, without any delay on changes in the names or competences of their cooperating agencies.

(5) The technical details of the implementation of this Agreement may be agreed upon by the cooperating agencies separately.

(6) The Hungarian Contracting Party shall take action to have this Agreement registered at the Secretariat General of the United Nations in accordance with Article 102 of the United Nations Charter. The Hungarian Contracting Party shall notify the Kosovo Contracting Party of the registration without any delay.

Done in Prishtine on this day of 31.07.2015, in two original copies in, Albanian, Serbian, Hungarian and English languages, all texts being equally authentic. In case of dispute related to the interpretation of this Agreement, the English language text shall prevail.

On behalf of  
The Republic of Kosovo



On behalf of  
Hungary

A handwritten signature in cursive script, written over a horizontal line. The signature is difficult to decipher but appears to be 'István...'.