

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE STATE OF ISRAEL
AND
THE GOVERNMENT OF THE REPUBLIC OF CYPRUS
ON
COOPERATION ON PUBLIC SECURITY ISSUES**

The Government of the State of Israel and the Government of the Republic of Cyprus (hereinafter referred to as: the "Parties"),

Recognizing their mutual interests in cooperation in order to protect their populations, assets and interests from threats;

Emphasizing their common interest to fight crime and ensure public security;

Interested in enhancing their cooperation through the sharing of knowledge, experience, information, technology and scientific research and development of each Party in order to obtain more efficient results in the areas covered by this Agreement;

Have agreed as follows:

Article 1

GOALS

The goals of this Agreement are:

- a. To direct and coordinate the identification and implementation of cooperation between the Parties in the area of public security issues.
- b. To facilitate cooperation between the Parties and between their relevant governmental institutions in the field of public security issues.

Article 2

COMPETENT AUTHORITIES

The implementation of this Agreement shall be carried out by the following Competent Authorities:

- a. On behalf of the Government of the State of Israel – the Ministry of Public Security (hereinafter referred to as "IMPS").
- b. On behalf of the Government of the Republic of Cyprus – the Ministry of Justice and Public Order (hereinafter referred to as "MJPO").

Article 3

AREAS OF COOPERATION

The areas of cooperation shall include, inter alia, the following areas, to the extent they are under the competence of the Competent Authorities:

- a. Law enforcement against organized crime, terrorism and its financing, trafficking in persons, money laundering, illicit trafficking of narcotic drugs, psychotropic substances and precursors, cyber-crime, illegal migration and other serious crimes;
- b. Prison service issues, inter alia recidivism, correction and rehabilitation;
- c. Fire brigades, including in major fire crises and assistance in fire fighting;
- d. Public security in public events/ mass gatherings;
- e. Crime and Delinquency prevention;
- f. Investigation and intelligence for public security;
- g. Science and technology, as applied to public security;
- h. Emergency management;
- i. Bomb disposal unity, inter alia, improvised explosives materials and long range explosives detection;
- j. Critical infrastructure protection;
- k. Criminal analysis and forensics;

Article 4

Forms of Cooperation

The cooperation between the Parties shall be promoted through the following measures, to the extent they are under the competence of the Competent Authorities:

- a. Exchanging information related to natural and legal persons involved in organized crime and their connections, about criminal organizations and groups, typical attitude of perpetrators and groups, facts, particularly ones related to the time, place and way of committing criminal offences, objects of criminal offences, particular circumstances and provisions of the criminal legislation that are being violated, and about measures taken in order to prevent and suppress serious crime, involving either Party or their nationals.

Communicating, keeping and processing of Personal Data under this Article, shall be subject to Article 8 of this Agreement.

- b. Integrating and coordinating the identification, prioritization and implementation of joint efforts between the Parties in the area of public security;
- c. Managing of approved joint activities within the scope of this Agreement;
- d. Establishing clear lines of communication and points of contact between the Parties as part of an ongoing process of dialogue and partnership in pursuing common goals;
- e. Sharing of Knowledge, experience, expertise, information and research and best practices;
- f. Identifying and sharing of public safety concerns on the basis of threats, risk assessment, priorities, vulnerabilities and consequences;
- f. Facilitating technical and technological exchange of knowhow, including education, training, exercise and procurement of equipment and services.

Article 5 **EDUCATION**

In order to develop cooperation between the competent authorities, the Parties may conclude an additional Protocol which shall provide for exchange of seminars, training and educational programmes on the areas of cooperation mentioned in Article 3 above.

Article 6 **CYBERCRIME**

1. Each Party shall designate a point of contact available on a twenty four hour, seven day-a-week basis, for the exchange of information, with regard to the commission of an offence using an information system or computer data which may involve or result in threats to public order and/or national security of the requesting party.
2. Each Party shall ensure that trained and equipped personnel are available in order to facilitate the handling of such requests.

3. The Parties will collaborate in identifying natural or legal persons involved in sexual exploitation of children, the production, distribution, procurement or possession of material related to sexual exploitation of children.

Article 7

PROTECTION OF CLASSIFIED INFORMATION

Regarding exchange of information, the Parties Agree to:

- a. Ensure the appropriate protection of all classified information, knowledge and expertise that is exchanged between them against any unauthorized access, alteration, publication or dissemination;
- b. Protect any classified information, knowledge and expertise that is exchanged between them against disclosure to any third party, with the same degree of care as they each exercise with their own classified information, knowledge and expertise of a similar nature;
- c. Information and documents transmitted in the framework of cooperation under this Agreement may be provided to third states and international organizations only with the written consent of the transmitting Party, subject to such conditions and restrictions as may be specified by the Transmitting Party.

Article 8

EXCHANGE OF PERSONAL DATA

“Personal data” in this Agreement shall mean any data relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, through reference to any other information.

The following provisions shall apply to the exchange of personal data and the handling of transmitted personal data:

1. Communicating, keeping and processing of Personal Data, shall be subject to the respective domestic law concerning the protection of privacy and personal data, of each Party.
2. Personal data shall be transmitted under this agreement solely for purposes which are under police authority and that were mentioned in Article 3

3. When Personal data is supplied on request, the request shall specify the reason for and purpose of the request, and the purposes for which the requested data will be used. In the absence of such indications, the requested data shall not be transmitted.

4. Personal Data transmitted under this Agreement may only be used for the purposes for which it was communicated, or if transmitted on request, such data shall be used only for the purposes that were mentioned in the request, and in conformity with the conditions established by the Party providing it. Personal Data that was transmitted under this Agreement can be used for other purposes, which are under police authority or regarding witness protection, only with the prior explicit written consent of the transmitting party.

5. Notwithstanding Article 16(2) to this Agreement, onward transmission to third States or bodies, of Personal Data transmitted under this agreement shall not be allowed, except with the prior explicit written consent of the transmitting party, and under the terms of its domestic law. Such data may only be used for purposes which are under police authority, and that were mentioned in Article 3.

6. Each Party shall adopt the necessary measures, including technical measures to safeguard personal data acquired in conformity with this Agreement from accidental or illegal destruction, loss, accidental disclosure or modification, unauthorized access or from any type of non-authorized processing.

The competent Authority of the Transmitting Party is obliged to communicate valid and correct data. In case it is subsequently ascertained that incorrect data have been transmitted, the Receiving Party must be notified immediately. The Receiving Party shall then correct the errors or, in case the data should not have been transmitted, destroy them.

7. Each Party shall keep records on the transmissions, receipt and destruction of data. The records shall in particular indicate the purpose of the transmission the scope of the data, the authorities involved and the reasons for destruction, if the data was destroyed.

8. Personal data exchanged between the Parties shall be protected by virtue of the same standards applied to national data, in compliance with the domestic legislation of the Parties.

Article 9
PROCEDURE OF REQUEST

1. The Competent Authorities shall, in the framework of this Agreement, assist each other upon request.
2. Requests for assistance shall be made in writing. In cases of emergency, requests may be made orally, but shall be confirmed in writing within three days. Requests for assistance shall contain:
 - a. the name of the agency of the Party which applies for assistance and the name of the agency of the Party to which the application for assistance has been made;
 - b. details of the case;
 - c. the purpose of and grounds for the request;
 - d. a description of the assistance requested;
 - e. Any other information which may assist in the effective execution of the request.
3. The requesting authority shall be notified within a reasonable time of any circumstances hampering the execution of the request or causing considerable delay in its execution.
4. If the execution of the request does not fall within the competence of the requested authority, it shall in a reasonable time notify the requesting authority.
5. The requested authority may request such further information as it deems necessary to duly execute the request.
6. The requested authority shall, at its earliest convenience, inform the requesting authority about the results of the execution of the request.

Article 10
REFUSAL OF REQUEST

1. A request for assistance may be refused wholly or partly if the competent authority of the Party concerned determines that execution of the request could jeopardize the sovereignty, internal security, public order or other essential interests of

its State or that the request is in conflict with its domestic legislation or international obligations.

2. The requested competent authority may, before taking a decision to refuse the assistance requested, consult with the requesting authority in order to establish whether the assistance may be granted on conditions other than those contained in the original request. If the requesting authority agrees to receive assistance under the suggested conditions, the requested authority shall comply with these conditions.

3. A decision to refuse to execute, in whole or in part, a request for assistance, including the grounds for such refusal, shall be notified in writing to the requesting authority.

Article 11

JOINT WORKING GROUP

1. The Parties shall establish a Joint Working Group (hereinafter: the "JWG") which will, *inter alia*:

- a) Assess the state of implementation of this Agreement;
- b) Discuss future areas and phases of cooperation;
- c) Develop and approve programs of cooperation;
- d) Agree upon exchange of delegations;

2. The JWG may establish sub-committees on different aspects of cooperation on a permanent or temporary basis, as agreed by the Parties,

3. The JWG shall convene from time to time, alternately in Nicosia and in Jerusalem, as shall be agreed between the Parties.

Article 12

CONTACT POINTS

The contact points for the implementation of this Agreement for each Party shall be the following:

For the IMPS

Deputy Director General of the Ministry of
Public Security

For the MJPO

Permanent Secretary of the Ministry of
Justice and Public Order

+972 2 542 8168

+972 2 542 9974

Tel: +357 22 805911

Fax: +357 22 518343

Article 13

IMPLEMENTATION ARRANGEMENTS

The Parties may establish Implementation Arrangements in order to carry out joint projects within the framework of this Agreement.

Article 14

EXPENSES

Each Party shall bear its own expenses relating to the implementation of this Agreement, unless otherwise agreed by the Parties.

Article 15

LANGUAGES

All communications generated by either Party shall be in writing and in English.

Article 16

RELATION TO DOMESTIC LAW AND INTERNATIONAL OBLIGATIONS

1. This Agreement and any activity thereunder shall be implemented by a Party in accordance with that Party's domestic legislation.
2. The provisions of this Agreement do not affect the Parties' rights and obligations under other international treaties or international law.
3. Cooperation under this Agreement shall not include extradition and mutual legal assistance in criminal matters and shall not derogate from and/ or affect the Parties' ability to seek and provide mutual legal assistance under relevant agreements regulating mutual legal assistance or Parties' cooperation through Interpol channels and in accordance to Interpol's rules and regulations.

Article 17
DISPUTE SETTLEMENT

All differences which emerge in connection with the interpretation or application of this Agreement shall be amicably settled by means of consultations and negotiations between the Parties, including, when possible, by the JWG.

Article 18
AMENDMENTS

The Agreement may be amended by mutual consent of the Parties, in writing and through diplomatic channels. Amendments shall come into force in accordance with the procedure set forth in Article 19(1) and shall be considered as an integral part of this Agreement.

Article 19
CLOSING PROVISIONS

1. This Agreement shall enter into force on the thirtieth (30) day from the date of the receipt of the second of diplomatic notes by which the Parties notify each other that their internal legal requirements for the entry into force of the Agreement have been complied with.
2. This Agreement shall remain in force until either Party notifies the other in writing, through diplomatic channels, of its intent to terminate it. It shall cease to be in force 90 (ninety) days from the date of such notification.
3. Should such notification be issued, the Parties shall enter consultations, in order to fully evaluate the consequences of the termination of the Agreement and take such actions as necessary to alleviate problems that may result from termination.
4. Cooperation activities already initiated in the framework of this Agreement (Implementing Arrangements, protocols and other instruments) prior to termination, shall continue until their completion.
5. Upon entering into force of this Agreement, the Agreement between the Government of the Republic of Cyprus and the Government of the State of Israel on Cooperation in Combating Illicit Trafficking and Abuse of Narcotic Drugs and

Psychotropic Substances and Terrorism and Other Serious Crimes, signed on the 9th of January 1995, at Jerusalem, will be terminated and replaced.

In witness thereof, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

Done in Nicosia on 8th of May 2018, which corresponds to the 23rd day of IYAR 5778 in the Hebrew calendar, in duplicate, in the Greek, Hebrew and English languages, all texts being equally valid. In case of divergence of interpretation, the English text shall prevail.

On behalf of the Government of the State
of Israel



On behalf of the Government of the
Republic of Cyprus

