

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

The Government of the State of Israel and the Government of the Republic of Croatia (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,

Recalling the Agreement between the Government of the State of Israel and the Government of the Republic of Croatia on Cooperation in the Fight Against Crime done at Jerusalem, on 16 September 2009,

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;
- b. To facilitate cooperation between the Parties and between their relevant governmental institutions in the field of public security.

### **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 - Ministry of Public Security;
- b. On behalf of the Government of the Republic of Croatia - Ministry of the Interior of the Republic of Croatia.

### **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, trafficking in persons, money laundering, illicit trafficking of narcotic drugs, psychotropic substances and precursors, cyber crimes, and other serious crimes;
- b. Public security in public events/mass gatherings;
- c. Crime and delinquency prevention;
- d. Investigation and intelligence for public security;
- e. Science and technology, as applied to public security;
- f. Emergency management, fire and rescue services;
- g. Bomb disposal unit for the detection of, *inter alia*, improvised explosives materials and long range explosives;
- h. Critical infrastructure protection;
- i. Criminal analysis and forensics;
- j. Witness protection.

### **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. Integrating and coordinating the identification, prioritization, and implementation of joint efforts between the Parties in the area of public security;
- b. Managing of approved joint activities within the scope of this Agreement;
- c. 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;
- d. Sharing of knowledge, experience, expertise, information, and research and best practices;
- e. Identifying and sharing of public safety concerns on the basis of threats, risk assessments, priorities, vulnerabilities, and consequences;

f. Facilitating technical and technological exchange of knowhow, including education, training, exercises and procurement of equipment and services.

#### **Article 5 – CYBERCRIME**

1. Each Party shall designate a point of contact available on a twenty-four hour, seven-day-a-week basis, in order to ensure the provision of immediate assistance for the purpose of investigations or proceedings concerning criminal offences related to computer systems, programs and data, or for the collection of evidence in electronic form of a criminal offence (including in real time, where appropriate/feasible) regarding the following matters:
  - a. the commission of an offence using computer systems, programs and data;
  - b. the preservation and production of data in cases where there are grounds to believe that the data will otherwise disappear;
  - c. 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 the production, distribution, procurement or possession of child pornography.

#### **Article 6 – WITNESS PROTECTION**

1. Cooperation under Article 3(j) of this Agreement may include, among other areas:
  - a. Exchange of information
  - b. Protection of classified information and documents
  - c. Protection, assistance and relocation of witnesses and their relatives (hereinafter: "protected persons").
2. Protection and relocation of protected persons shall be as follows:
  - a. The director of either Party's witness protection authority may request from the director of the other Party's witness protection authority relocation of protected persons within the territory of the state of the receiving Party.
  - b. Relocation of protected persons requires:
    - i. A high risk to security of the protected person arising from his/her willingness to cooperate with law enforcement agencies; and
    - ii. A bilateral arrangement between the Party's witness protection authority regulating relocation itself, financial, criminal and civil responsibilities, grounds for the termination of the relocation, logistics and any other relevant matters.

- c. Relocation as mentioned above is subject to the applicable domestic legislation of each Party.
- d. Neither Party shall knowingly disclose or make public the existence of the witness protection arrangement without the prior written consent of the other Party, except as required in the ordinary course of the administration of the witness protection program.
- e. The termination of this Agreement shall not affect the validity of the admission of a witness or witnesses in both Parties which occurred prior to the termination of this Agreement.

#### **Article 7 – EXCHANGE OF 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**

- 1. "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.
- 2. The following provisions shall apply to the exchange of personal data and the handling of the transmitted personal data:

- a. 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.
- b. Personal data shall be transmitted under this Agreement solely for purposes which are under police authority and that were mentioned in Article 3 or for purposes regarding witness protection.
- c. 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.
- d. 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.
- e. Notwithstanding Article 16, paragraph 2 of 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 or for purposes regarding witness protection.
- f. 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.
- g. 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.
- h. Personal data exchanged between the Parties shall be protected at least by virtue of the same standards applied by the transmitting Party, 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 seven 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 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 which shall, 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;
  - e. Exercise control over execution of the provisions of this Agreement as well as over contracts signed between the corresponding organizations, in the framework of the implementation of this Agreement.
2. The joint working group may establish subcommittees on different aspects of cooperation on a permanent or temporary basis, as agreed by the Parties.
3. The joint working group shall convene from time to time, alternately in Zagreb and in Jerusalem, as shall be agreed between the Parties.

## **Article 12 – CONTACT POINTS**

1. The contact points for the implementation of this Agreement for each Party shall be the following:
  - On behalf of the Government of the State of Israel - Ministry of Public Security of the State of Israel, Strategy and Policy Division;
  - On behalf of the Government of the Republic of Croatia - Ministry of the Interior of the Republic of Croatia, General Police Directorate, Criminal Police Directorate, International Police Cooperation Department.
2. For the implementation of this Agreement the competent authorities shall notify each other through diplomatic channels of the contact data of their contact points within thirty (30) days from the date this Agreement enters into force.
3. The competent authorities shall notify each other immediately and directly of any changes in their contact points or their contact data.

## **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 by which they are bound 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 joint working group.

#### **Article 18 - AMENDMENTS**

The Agreement may be amended by mutual consent of the Parties, in writing and through diplomatic channels. Amendments shall enter into force in accordance with the procedure set forth in Article 19, paragraph 1 of this Agreement 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 diplomatic note 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 ninety (90) days from the date of such notification.
3. Cooperation activities already initiated in the framework of this Agreement (implementing arrangements, contracts and other instruments) prior to termination of this Agreement, shall continue until their completion.

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

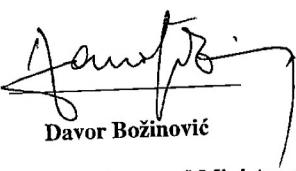
Done in Bnei Brak on 10.9.19, 2019 which corresponds to the 10<sup>טט</sup> day of ELUL 5779 in the Hebrew calendar, in two originals, in the Hebrew, English and Croatian languages, all texts being equally valid. In case of divergence of interpretation, the English text shall prevail.

On behalf of the Government  
of the State of Israel

  
\_\_\_\_\_  
Gilad Erdan

Minister of Public Security

On behalf of the Government  
of the Republic of Croatia

  
\_\_\_\_\_  
Davor Božinović

Vice-Prime Minister and Minister of  
the Interior