AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF ISRAEL

AND

THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA

ON

COOPERATION ON PUBLIC SECURITY AND FIGHT AGAINST CRIME

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

Expressing their concern over the increasing scale trends of crime, especially the forms of organized crime;

Guided by the principles of reciprocity, equality and mutual benefit;

Determined to fight against crime while respecting fundamental human rights and recognizing the importance of privacy and ensuring the protection of personal data and information;

Having regard to the United Nations Convention against Transnational Organized Crime, adopted on 15 November 2000 (Palermo Convention);

Having regard to the Convention on Cybercrime of the Council of Europe adopted on 8 November, 2001 (Budapest Convention);

Having regard to the European Commission Decision of 31 January 2011 pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequate protection of personal data by the State of Israel with regard to automated processing of personal data;

Implementing applicable legislation and international obligations in force in the fields of criminal investigation and implementation of justice as well as other areas of combating crime and protection of human rights and freedoms;

Recognizing the importance of international cooperation on Public Security and fight against crime as defined in Article 3 of this Agreement;

Have agreed as follows:

Article 1
Objectives

The objectives of this Agreement are:

a. To direct and coordinate the identification and implementation of cooperation between the Parties in the areas of Public Security and fight against crime.

b. To facilitate cooperation between the Parties and their Competent Authorities in the fields of Public Security and fight against crime.

Article 2

Competent Authorities

1. This Agreement shall be implemented by the following competent authorities (hereinafter referred to as "Competent Authorities"):

a) For the Republic of Lithuania:

- The Ministry of the Interior of the Republic of Lithuania (hereinafter referred to as "MoI");
- The Police Department under the MoI;
- The State Border Guard Service under the MoI;
- The Financial Crime Investigation Service under the MoI;
- The Special Investigation Service of the Republic of Lithuania;
- The Customs Department under the Ministry of Finance of the Republic of Lithuania.

b) For the State of Israel:

- The Ministry of Public Security (hereinafter referred to as " IMPS");
- The Israel Police;
- The Witness Protection Authority.

2. The Parties shall notify each other of any changes to the list of the Competent Authorities via diplomatic channels as soon as possible.

Article 3

Areas of Cooperation

1. The Parties shall in accordance with this Agreement and with their international obligations, cooperate through the Competent Authorities, to the extent they are under their competence, in the following areas including, *inter alia*:

a) Law enforcement to fight against organized crime, terrorism and terrorism financing, trafficking in persons, illegal migration, cybercrime, money laundering and financial crimes, corruption crimes, illicit trafficking of narcotic drugs, psychotropic substances and precursors, illicit production, trafficking and disposal of firearms and explosive materials, forgery of documents and distribution thereof, and other crimes;

b) Public security in public events/ mass gatherings;

c) Crime and delinquency prevention;

d) Investigation and intelligence for public security;

e) Witness protection.

Article 4

Forms of Cooperation

1. 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 areas of Public Security and fight against crime;

b. Coordinating approved joint activities within the scope of this Agreement;

c. Establishing the contact points (referred in Article 12 (4) of this Agreement) for the implementation of this Agreement and pursuing common goals;

d. Sharing specialists' knowledge, experience, expertise, information, and research and best practices;

e. Identifying and sharing of public safety concerns based on threat and risk assessments, priorities, vulnerabilities, and consequences;

f. Facilitating technical and technological exchange of know-how, including education, training and exercises.

2. The Parties may also cooperate in other forms that correspond to the objectives of this Agreement.

Article 5
Cybercrime

1. Each Party has designated a point of contact available on a twenty-four hour, seven-day-a-week basis according to the Budapest Convention in order to ensure the provision of immediate assistance for the purpose of investigations or proceedings concerning criminal offences related to computer systems 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 networks or electronic information;

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(e) 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 processed as follows:

a. The Head of either Party's witness protection authority (WPA) may request from the Head of the other Party's WPA 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 WPA 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 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 protected persons in the States of the Parties which occured 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 protection and procedures for handling as they 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 the transmitted personal data:

1. Communicating, storing and processing of personal data, including a person's request for information regarding him/her, shall be subject to the respective applicable law concerning the protection of privacy and personal data of each Party.

2. Personal data shall be transmitted under this Agreement solely for purposes mentioned in Article 3.

3. When personal data is provided 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 provided 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 mentioned in Article 3 only with the prior explicit written consent of the transmitting Party.

5. Notwithstanding Article 15(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 applicable law. Such data may only be used for purposes 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.

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 applicable 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. The Competent Authorities shall cooperate with each other in the form of written requests. Technical means may be used for transmission of the formal written requests.

3. In urgent cases, requests may be made orally or by technical means, but shall be confirmed in accordance with paragraph 2 of this Article as soon as possible, but not later than within five working days.

4. Requests for assistance shall contain:

a. The name of the Competent Authority of the requesting Party;

b. The name of the Competent Authority of the requested Party;

c. Details of the case;

d. The purpose of and grounds for the request;

e. Description of the assistance requested;

f. Any other information which may assist in the effective execution of the request.

5. The requesting Competent Authority shall be notified within a reasonable time of any circumstances hampering the execution of the request or causing considerable delay in its execution.
6. If the execution of the request does not fall within the competence of the requested Competent Authority, it shall notify the requesting Competent Authority in a reasonable period of time.
7. The requested Competent Authority may request such further information as it deems necessary to duly execute the request.
8. The requested Competent Authority shall, at its earliest convenience, inform the requesting Competent Authority about the results of the execution of the request.

Article 10

Refusal of Request

1. A request may be refused in whole or in part if the Competent Authority of the Party concerned determines that execution of the request could pose a threat to the sovereignty, internal security, public order or other essential interests of its State or that the request is in conflict with its applicable legislation or international obligations.

2. The requested Competent Authority may, before taking a decision to refuse a request, consult with the requesting Competent Authority in order to establish whether the assistance may be granted on conditions other than those contained in the original request. If the requesting Competent Authority agrees to receive assistance under the suggested conditions, the requested Competent 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 provided in writing to the requesting Competent Authority. Technical means may be used for transmission of the formal written response.

Article 11

Language of Cooperation

Communication between the Competent Authorities for the purpose of this Agreement shall be in writing, in the English language.

Article 12

Joint Working Group

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

a) Asses 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 Competent Authorities, in the framework of the implementation of this Agreement.

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

3. The JWG may convene from time to time, alternately in Vilnius and in Jerusalem, as necessary and as agreed upon between the Competent Authorities.

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

For the MoI	For the IMPS
Director of the International Cooperation Department	Deputy Director General of the Ministry of Public Security
Tel: + 370 (5) 271 7121 Fax: + 370 (5) 271 8700	+ 972 2 542 8168 + 972 2 542 9974

Article 13

Amendment and Supplements

This Agreement may be amended and supplemented in writing by mutual consent of the Parties. The amendments or supplements shall be drawn up as a separate document and shall enter into force in accordance with the Article 17 (1) of this Agreement and shall constitute an integral part of this Agreement.

Article 14

Implementation Arrangements

The Competent Authorities may establish implementation arrangements in order to carry out joint activities within the framework of this Agreement.

Article 15

Relation to Applicable Law and International Obligations

1. This Agreement and any activity thereunder shall be implemented by the Competent Authorities in accordance with the applicable legislation of the Parties.

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.

4. This Agreement shall not derogate from and/or effect the Parties' cooperation through Interpol channels and in accordance to Interpol's rules and regulations.

Article 16

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 17

Entry into Force, Duration and Termination

1. This Agreement shall enter into force on the date of receiving, through diplomatic channels, the last written notification by which the Parties inform each other about the fulfillment of all the internal legal procedures required for its entry into force.

2. This Agreement shall be concluded for an indefinite period of time. Either Party may terminate this Agreement by giving the other Party a written notification through diplomatic channels. The Agreement shall cease to be effective after six (6) months from the date of a written notification by which one Party informs the other Party of its intention to terminate this Agreement.

Done at Jerusalem on June 19 2018, in two original copies, each in the Lithuanian, Hebrew and English languages, all texts equally authentic. In case of any divergence in interpretation of the Agreement, the English text shall prevail.

On behalf of the Government of the State of Israel	**On behalf of the Government of the Republic of Lithuania**