

AGREEMENT
between
THE CABINET OF MINISTERS OF UKRAINE
and
THE GOVERNMENT OF ROMANIA
on cooperation in the field of prevention, limitation and mitigation of
emergency situations consequences

The Cabinet of Ministers of Ukraine and the Government of Romania, hereinafter referred to as the Parties,

Willing to support the United Nations Organization in the field of prevention and limitation of emergency situations consequences,

Taking into account the provisions of bilateral and multilateral legal treaties the Parties or their states are part of,

Being aware of the threat represented by emergency situations to their own states and to boundary states as well,

Considering that the cooperation measures in the area of prevention, limitation and mitigation of emergency situations consequences are able to contribute to the development and security of both states,

Have agreed as follows:

Article 1
SCOPE

- (1) The aim of this Agreement is to establish the legal framework necessary for cooperation and facilitation of the provision of mutual aid or supporting a third party in the area of prevention, limitation and mitigation of emergency situations consequences.
- (2) In the framework established by this Agreement, the Parties may provide mutual assistance, upon request, in case of imminence/occurrence of an emergency situation whose consequences could not be entirely mitigated by the efforts and means of the Party whose state territory is threatened / affected.
- (3) The provisions of this Agreement are not applicable to prevent and fight against terrorist attacks or sabotage.

Article 2
DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

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| (a) "Emergency situation" | every situation which has or may have adverse effects over people, environment or property, and requires urgent measures and action; |
| (b) "Requesting Party" | the Party which requests assistance; |
| (c) "Requested Party" | the Party which is requested to provide assistance; |

- (d) **"Assistance Teams"** groups of specialists assigned by the Requested Party to provide assistance, who are trained in the specific field and endowed with appropriate equipment, including search dogs;
- (e) **"Equipment"** materials, specific technical, transportation and other means offered to the Requesting Party as endowment of the assistance teams, including those material assets which satisfy the personal needs of the team members, as well as the equipment of the units that cross the state border on the occasion of exercises and civil protection trainings;
- (f) **"Relief Goods"** material goods of basic need used for limitation and mitigation of emergency situations effects such as food products, medicines, clothes, blankets, tents, prefabricated houses, water purification facilities and containers for its storage or other goods offered to the Requesting Party free of charge as assistance;
- (g) **"Assistance"** conducting of emergency situations response actions and/or providing assistance team equipment and relief goods by the Requested Party in support of the Requesting Party in order to prevent limit and mitigate emergency situations effects;
- (h) **"Personal Data"** information on an identified or identifiable natural person, i.e.: name, first name, date of birth, address, data about occupation, profession, working place, number of the identity document mentioned in Article 8 of this Agreement, and, if necessary, health condition;
- (i) **"Classified Information"** any information, regardless of its physical form, carrier and record mode to which a particular Security Classification level has been assigned in compliance with national legislation and which shall be protected;
- (j) **"Competent Authority"** the authority assigned by each of the Parties to manage and coordinate the activities related to the implementation of the Agreement.

Article 3

COMPETENT AUTHORITIES

(1) The competent authorities of the Parties, responsible for the implementation of this Agreement shall be:

- For the Cabinet of Ministers of Ukraine: the State Emergency Service of Ukraine,

- For the Government of Romania: the Ministry of Internal Affairs.

(2) In order to apply the provisions of this Agreement, the Competent Authorities shall cooperate and communicate directly. Therefore, within 30 (thirty) days since the entry into force of this Agreement, the Competent Authorities shall inform each other about the bodies and persons assigned to maintain a permanent contact, ensuring its continuity, as well as data updating the points and persons of contact, as soon as there are any changes related to the aforementioned.

Article 4

JOINT COMMISSION

- (1) The Parties establish a Joint Commission for cooperation in the field of prevention, limitation and mitigation of emergency situations effects, hereinafter referred to as "Joint Commission".
- (2) The main tasks of the Joint Commission are to regulate, plan and coordinate the joint activities developed under this Agreement, to supervise and evaluate the accomplishment of its provisions, as well as to address proposals to the Parties on optimization and further development of the specific cooperation.
- (3) Conditions of establishment, structure, tasks, competencies and functioning rules of the Joint Commission are agreed by the Competent Authorities who shall submit such proposals to the Parties.
- (4) Within 60 (sixty) days following the entry into force of this Agreement, the Parties shall inform each other about the composition of their own delegations within the Joint Commission and shall organize the reunion of its constitution.
- (5) The meetings of the Joint Commission shall be held at least once a year, or whenever necessary, alternatively in Ukraine and Romania.
- (6) In the event of emergency situations caused by man-made activities, the Joint Commission shall analyze the causes, responsibilities and measures to prevent the repetition of such incidents.

Article 5

REQUESTING ASSISTANCE AND INFORMATION EXCHANGE

- (1) In the event of imminence/occurrence of an emergency situation, the Parties may provide mutual assistance, only on the basis of a written request from the Competent Authority of the Requesting Party. The request shall be send

to the Competent Authority of the Requested Party through the agreed communication channels.

- (2) Within the written request, the Requesting Party shall indicate:
 - a) place, time and date of the emergency situation occurrence, type, emergency scale and consequences at the time of the request;
 - b) measures already undertaken by the Requesting Party for the limitation and mitigation of the emergency situation consequences, as well as the planned measures;
 - c) nature and volume of the requested assistance and the priorities and urgency in providing it;
 - d) delivery points for the requested assistance, contact details of the authorized person for receiving assistance and recommended state border crossing points;
 - e) any other necessary details.
- (3) The Requested Party decides without delay on providing assistance and informs in the shortest time possible the Requesting Party about its ability to provide assistance according to the request.
- (4) In view of applying this Agreement, the information exchange, other than the type of information listed in paragraphs (1) – (2) of this Article, is developed through the Competent Authorities and bodies especially assigned, as well as within the activities of the Joint Commission.
- (5) The nature, scope, frequency and other features relevant for the information exchange, referred to in paragraph (3) of this Article shall be established by the Joint Commission by consensus.

Article 6

WAYS OF PROVIDING ASSISTANCE

According to this Agreement, assistance can be provided by putting at the disposal of the Requesting Party assistance teams, equipment, assistance and information, as well any sort of response actions, expertise, search and rescue operations, which aim at saving human lives, protecting public health, limiting material damages and cultural values, as well as the secondary effects, recognized by Parties, in the event of imminence/occurrence of an emergency situation.

Article 7

OTHER FORMS OF COOPERATION

- (1) Collaboration between the Parties within the framework of this Agreement, may comprise, besides the main objective of providing assistance in the event of an emergency situation, the following forms of cooperation:
 - a) promoting by the specialized institutions of both states of joint projects on predicting, prevention, evaluation, limitation and mitigation of emergency situation effects;

- b) organizing conferences, study travels, scientific programs, relevant courses, exchange of experience, common exercises and practical applications through the cooperation of the Competent Authorities and relevant institutions of the states of the Parties;
 - c) exchange of information on the sources of risk which can generate emergency situations, especially those generating trans-boundary consequences affecting the territory of the state of the other Party. The mutual information is provided within the limits established according to Article (5) of this Agreement;
 - d) exchange of documentation on the results of scientific research and conclusions of investigations regarding the causes of emergency situations, the evaluation of their effects and necessary protection measures.
- (2) If necessary, for the purposes of this Agreement, the Joint Commission may also establish other forms of cooperation.

Article 8

TEMPORARY EVACUATION OF THE POPULATION THREATENED/AFFECTED BY AN EMERGENCY SITUATION

- (1) In case of an emergency situation imminence/occurrence, at the request of the Competent Authority of the Requesting Party, the population threatened/affected by an emergency situation may be temporarily evacuated in the territory of the state of the Requested Party.
- (2) The persons subject to temporarily evacuation on the territory of the state of the Requested Party may cross the state border, through a crossing point, on the basis of their identity documents or, if not available, based on a name table drawn by the Competent Authorities of the Requesting Party and approved by the competent representative of the border authority. The same procedure is applied for the persons returning on the territory of the state of the Requesting Party. Return of persons on the territory of the state of the Requesting Party shall be done through the same or the nearest available state border crossing point used for the evacuation.
- (3) The persons temporarily evacuated in the territory of the state of the Requested Party, according to the provisions of paragraph (1) of this Article, shall be provided with subsistence and medical assistance, under the conditions agreed by the Parties for each of the cases.
- (4) The Requesting Party undertakes to return, within the shortest period of time, the persons temporarily evacuated in the territory of the state of the Requested Party.

Article 9 TRANSIT

- (1) The Parties facilitate the transit through the territory of their States, if any of them is a transit country, of the assistance teams, equipment and relief goods to the third state, on the basis of the cooperation arrangements on prevention of emergency situations and consequences management, concluded with these states and will carry out the custom formalities with priority.
- (2) The Competent Authorities inform each other in due time about the necessity to transit, agree upon the order and ways of executing it and, if necessary, provide escort for the assistance teams during their transit.

Article 10 COORDINATION AND GUIDANCE OF ASSISTANCE OPERATIONS

- (1) The operations developed on the territory of the state of the Requesting Party in order to prevent, limit and mitigate the emergency situation consequences, are coordinated and conducted by the competent bodies and persons of the Requesting Party state.
- (2) During their involvement in operations such as the ones specified in paragraph (1) of this Article, the assistance teams sent by the Requested Party shall receive instructions only through their commanders and shall follow their orders.
- (3) The persons assigned by the Competent Authority of the Requesting Party have to inform the assistance teams leaders of the Requested Party about the situation created by the emergency situation and its evolution, the intervention plan, the tasks assigned, ways of cooperation with the other assistance teams, logistic facilities available, as well as to provide, upon request, interpreters and other necessary services or means.
- (4) The Parties undertake to use the assistance teams, placed at their disposal, strictly in concordance with their assignment, training and endowment.
- (5) The Requested Party provides the assistance teams with all the necessary resources for their autonomous functioning for minimum 72 (seventy two) hours since their arrival in the intervention area.
- (6) The Requesting Party ensures, free of charge, by the end of the mission, the security of assistance teams, emergency medical care, feeding and lodging as well as basic need assets for their members.
- (7) The Requesting Party ensures the operative accomplishment of customary and other formalities for the transportation of relief goods and their distribution to the affected population, by means of the local authorities. Representatives of the Requested Party may participate in the distribution of the relief goods.
- (8) The assistance teams cease their activity in one of the following situations:

- a) the operations were accomplished;
- b) the Competent Authorities of the Parties agree that there is no longer necessary to continue the operations;
- c) the requests and obligations stipulated in this Agreement were not fulfilled.

Article 11

CROSSING THE STATE BORDER

- (1) In order to provide effective assistance, the Parties undertake to limit to a minimum the formalities necessary for crossing of the state border.
- (2) In accordance with the provisions of this Agreement, crossing the state border by members of assistance teams placed at the disposal of the Requesting Party shall be made through state border crossing points, on the basis of a personal or collective mission order held by the team leader and valid identity documents. The mission order is issued on the basis of a request received by the Competent Authority of the Requested Party on the form, whose content is established within the Joint Commission.
- (3) The Parties shall provide each other with samples of the valid identity documents.
- (4) In case of an emergency situation occurring in the adjacent border area, the assistance teams may cross the state border, without formalities, in order to provide the necessary support, without the documents mentioned at paragraph (2) of this Article, in agreement with the border authorities of the state whose territory is affected.
- (5) In view of fulfilling the duties referred to in this Agreement, under Article (10), the members of the assistance teams may stay on the territory of the other state as long as providing assistance is necessary.
- (6) Neither of the Parties shall apply restrictions with respect to wearing uniform by the members of the assistance teams and displaying distinct signs on the means of transport made available by the Requested Party.
- (7) The Parties undertake to accept the driving license or a similar document issued by the respective national authorities as valid, without imposing the obligation of passing a driving exam and any fees thereof.
- (8) The members of the assistance teams shall be obliged to comply with the national legislation of the Requesting Party state, to refrain from any activity that is not appropriate in accordance with this Agreement and especially from any political act on the territory of the state of the Requesting Party. The Requested Party shall take all necessary measures in this respect.
- (9) The provisions of this Article, except paragraphs (1) and (4), are also applied for transit, as defined in Article (9) of this Agreement.

Article 12
CROSSING EQUIPMENT AND RELIEF GOODS OVER
THE STATE BORDER

According to the purposes of this Agreement, the Parties have agreed as follows:

- (1) Equipment as well as the personal effects belonging to the assistance teams, as defined in Article 2, letter e) of this Agreement is exempted from import taxes or other fees, under the condition of its compulsory return on the territory of the state of the Requested Party.

As regards value added tax (VAT), exemptions apply only to the extent that they do not contravene European VAT law.

- (2) Are excepted from import taxes the goods representing the relief goods provided, as defined in Article 2, letter f) of this Agreement, under the following conditions:

- a) They must not be subsequently marketed;
- b) They must not be used for remunerative service to a third party.
- c) They must do not contain the alcoholic products, tobacco and other products which contain tobacco.

The relief from customs duties on goods imported for the benefit of the victims of an emergency situation shall be applied in accordance with the provisions of Regulation (EC) No. Council Regulation (EC) No 1186/2009, establishing a Community system of reliefs from customs duty.

As regards value added tax, exemptions apply only to the extent that they do not contravene European VAT law.

- (3) It is no need to request international transport authorization and it is granted an exemption from any obligations affecting the use of vehicles, except the compulsory insurances of transport means used by the assistance teams or the transport of equipment and relief goods.
- (4) The facilities listed in paragraph (1) of this Article become applicable if the commander of the assistance team presents to the customs authorities of the Requesting Party the mission order and the list with the equipment of the assistance team and/or, whenever necessary, a different list containing the assets brought as relief goods. The mentioned lists are part of the mission orders whose samples are established and mutually notified by the Joint Commission.
- (5) The submission of customs declarations for equipment and items of assistance is not required. The list containing the goods included in the endowment of the assistance team and the list containing the assets brought as relief goods, are drafted in four copies, having the following addresses:
- a) copy no. 1 – to the border customs office undertaking the customs formalities for entering the country;
 - b) copy no. 2 – to the representative of the Requesting Party coordinating the mission of the assistance team;

- c) copy no. 3 – to team leader of the assistance team;
 - d) copy no. 4 – to the issuing authority.
- (6) Copies 2 and 3 shall contain the relief goods consumed or placed at the disposal of the Requesting Party, while copy no. 3 shall be countersigned and stamped by the representative of the Requesting Party authority designated according to the point d) Article 5 in order to confirm and justify the consumption. At the end of the operation, the leader of the assistance team shall present the copy no. 3 to the border customs office undertaking the customs formalities for leaving the country.
- (7) The assistance teams and vehicles transporting relief goods shall, generally, leave the territory of the state of the Requesting Party through the same state border crossing point they used for entering the country. If the exit operation is made through another border crossing point, the assistance teams have the responsibility to transmit, within fifteen (15) days, a copy of the equipment lists to the border crossing point used for entering the country.
- (8) If, in extreme cases, crossing the state border is made through other places, the aforementioned lists have to be forwarded without delay to the competent customs authorities of the Requesting Party.
- (9) The assets offered as relief goods must be within the expiration date.
- (10) Unused equipment to be returned to the territory of the Requested Party shall be exported from the territory of the Requesting Party, provided that the authorized representative of the assistance team submitted, in accordance with paragraph 6 of this article, the copy number 3 of the list of items that are part of the equipment of the assistance team and the list, containing the goods imported as relief goods to the border customs authority, which carries out customs formalities for departure from the country.
- The equipment which has been used, damaged or destroyed by one of the Parties in the territory of the State of the other Party during the assistance operation, as well as the subjects of the list of assistance goods shall be included by the authorized representative of the Competent Authority of the Requesting Party, into a report on the use of equipment and assistance goods, in the form established by the Joint Commission, to be submitted to the border customs office, which carried out customs formalities at the entrance to the country, as the case may be, but not later than 30 (thirty) days after the date of completion of the assistance operation.
- (11) The Competent Authorities, stipulated in Article 3, paragraph (1) of this Agreement shall also be informed by the head of the assistance team about the goods and equipment offered as relief goods and which remained on the territory of the state of the Requesting Party.
- (12) If among the relief goods there are pharmaceutical products, comprising narcotics and/or psychotropic substances, these shall be mentioned in a separate list. These relief goods shall be clearly presented at the border crossing point and escorted to the delivery point by a team specialized in customary surveillance. The Competent Authorities of the Parties shall proceed according

to WHO (World Health Organization) and UNO (United Nations Organization) recommendations and shall directly inform each other, on these products, notifying case by case the International Narcotics Control Board of UNO.

- (13) The provisions of paragraphs (1) and (10) of this Article are also applied accordingly in case of pharmaceutical products with narcotic or psychotropic composition. The assistance teams are allowed to carry these products only in quantities foreseen by emergency medical needs and to administrate them only by the specialized medical personnel, according to specific medical regulations, in force on the territory of the state of the Requesting Party. Introducing or taking out of these products are not considered by the Parties as trading acts according to the obligations assumed by them through international agreements regarding narcotics and psychotropic substances.
- (14) It is forbidden to introduce weapons, ammunition and explosives on the territory of the state of the Requesting Party.
- (15) The authorities having relevant competences according to the internal legislation of the state of the Requesting Party are allowed to control the use and storage of goods, equipment and substances mentioned in this Article.
- (16) The provisions comprised in paragraphs (1) – (4) and (11) – (12) of this Article are also applicable in case of transit transports.
- (17) The Requesting Party undertakes to provide the equipment's chemical, radiological and biological decontamination at the end of the operation. If these operations cannot be executed, the equipment shall remain on the state territory of the Requesting Party, which shall undertake its decontamination and returning within maximum 45 (forty five) days since the end of the operation.
- (18) The provisions of this Article are also applied accordingly in case of operative activities and tactical exercises and practical applications imposing maneuvers of forces and means.
- (19) Crossing the state border of the Requesting Party by teams comprising search dogs, and their staying on the territory of the state of the Requesting Party are settled according to quarantine rules in force on the territory of the state of the Requesting Party, for each of the cases. These rules are subject to the exchange of information referred to in Article 5 of this Agreement.

Article 13 USING AIRCRAFTS

- (1) Aircrafts may be used for search and rescue operations, transportation of the assistance teams, of equipment and relief goods, as well as for stationing on the territory of the state of the Requesting Party in order to conduct operations to prevent, limit and mitigate emergency situation' effects.
- (2) In case of using aircrafts for providing assistance, information transmitted according to the procedure specified in Article 5 of this Agreement shall

comprise the following data: aircraft type, registering country, state signs, number of the aircraft personnel, type of transportation and load nature, flight timetable, nominal list of passengers and crew, flight route, landing location, any other relevant details.

- (3) The Parties shall take measures to make sure that the aircrafts used for the purposes mentioned in paragraph (1) of this Article are allowed to transit the aerial spaces of their states, following the allocated flight corridors, to land and take off in/from locations indicated by the Competent Authority of the Requesting Party even without using international airports. If the aircrafts are landing/taking off in/from other locations than the international airports, the Competent Authorities stipulated in Article 3 paragraph (1) of this Agreement shall notify without delay the nearest bodies of the border control and customs authorities, as well as the aeronautic authority with competence in flights approval in the national air space, by sending the data stipulated in the paragraph (2) of this Article.
- (4) Unless the Parties agree otherwise, for the purposes of this Agreement, aircraft flights shall be performed according to International Civil Aviation Organization (ICAO) regulations and the legislation applicable on the territory of the states of the Parties.

Article 14 COMPENSATIONS

- (1) The Requested Party shall waive any claims for damages as may arise to the said Party or to any experts sent thereby to render assistance in respect of:
 - a) damage of property caused by the assistance teams or experts upon the execution of the duties thereof;
 - b) physical injury, health impairment or death of a member of an assistance team and/or expert, which were caused at the discharge of the duties thereof.
- (2) If any member of the assistance team and/or expert of the Requested Party inflicts any damage on third party within the territory of the state of the Requesting party during the activities under this Agreement, the said damages shall be restored by the Requesting Party according to the national legislation of its state.
- (3) Any damages caused by any member of the assistance teams and/or expert acting willfully or by gross negligence shall be covered by the Requested Party, provided that such fact has been proved in court by the Requesting Party.

Article 15

COSTS

- (1) Providing assistance under this Agreement is free of charge, unless the Parties agree otherwise.
- (2) The Party requesting the initiation of the temporary evacuation procedure of the population in danger/affected by the emergency situation, on the territory of the state of the other Party, according to the provisions of Article 8 of this Agreement, shall reimburse the costs of the Requested Party for providing subsistence, medical care (but not for the immediate one), transportation and other activities related to the citizens of the state of the Requesting Party.
- (3) The Requested Party is exempted from payment of aerial navigation costs, costs of landing, taking off, as well as of taxes for airport services for the aircrafts provided by the Requested Party or any other services provided by the Requesting Party, according to the agreements between the Parties. The costs shall be covered by the Requesting Party.
- (4) Reimbursement of costs, relevant documents, payment terms and other details related to these aspects shall be agreed upon by the Joint Commission.
- (5) The costs of cooperation stipulated in Article 7 of this Agreement shall be covered by each Party, on the reciprocal basis, within the budgets proposed by the Joint Commission and approved by the Parties.

Article 16

COOPERATION WITH INTERNATIONAL AND NATIONAL ORGANIZATIONS

By mutual consensus, the Parties may request the participation of relevant international and national organizations in activities carried out in relation with the application of this Agreement.

Article 17

TYPES OF PERSONAL DATA

In the application of the provisions of this Agreement, the following personal data shall be exchanged: name, first name, date of birth, address, data about occupation, profession, work place, number of the identity document mentioned in Article 8 of this Agreement, and, if necessary, health condition.

Article 18

PERSONAL DATA PROTECTION

- (1) The processing of personal data under this Agreement shall be made according to the provisions of the Convention for the Protection of

Individuals with regard to Automatic Processing of Personal Data, adopted in Strasbourg, on the 28th of January 1981, and to the Additional Protocol to this Convention on the protection of individuals with regard to the automatic processing of personal data, regarding supervisory authorities and transborder data flows, adopted in Strasbourg, on the 8th of November 2001.

- (2) The processing of personal data shall comply, in particular, with the following principles :
- a) The data shall be processed according to the national legislation of the States of the Parties, in an equitable and transparent manner in respect of the data subject;
 - b) The data shall be processed only for the purpose of this Agreement and only by the national authorities competent for the implementation of the provisions of this Agreement;
 - c) The categories of data that can be processed under this Agreement are those foreseen in Article 17;
 - d) The sending Party is responsible for the data correctness and shall ensure that the data transmitted are up-to-date;
 - e) The data shall be stored solely for the period necessary to achieve the purpose of this Agreement and deleted as soon as the purpose of the processing was reached;
 - f) The data shall be processed in a manner that ensures their adequate security and also their protection against unauthorized or illegal processing and against loss, destruction or accidental alteration by taking appropriate technical or organizational measures.
- (3) The Parties shall ensure that any person who has access to personal data under this Agreement shall process these data only if he/she works for or acts under the direction of a competent authority.
- (4) In the situation of an incident involving loss, destruction or accidental alteration or unauthorized access, disclosure, or modification of personal data, in which there is significant risk of damage, the receiving Party shall promptly assess the likelihood and scale of damage to individuals and to the integrity of data and the sending Party shall promptly take the appropriate action to mitigate any such damage. Action to mitigate damage shall include: notification to the receiving Party and data subject.

Article 19 TRANSFER OF PERSONAL DATA

- (1) Either Party may transmit to the other Party a request for transferring personal data, stating the purpose of the processing. The receiving Party shall process the data only for the purpose mentioned in the request.

- (2) The receiving Party can transmit the personal data only to the Competent Authorities for the implementation of the provisions of this Agreement. Further processing of data for other purposes or by other national authorities may be done only with the written previous approval of the sending Party.
- (3) The Party initially sending the data may give the approval only after assessing the completion of the following requirements:
 - a) the processing is related to the implementation of the provisions of this Agreement;
 - b) the data are adequate, relevant and not excessive in relation to the new purpose,
 - c) the data are accurate and up-to-date;
 - d) the right to information of the data subject is respected,
 - e) the right to oppose the processing was not exercised,
 - f) the data are not subject to an automated decision-making process that includes the creation of profiles,
 - g) there are no indications of unjustified impairment of the fundamental rights of the person.
- (4) Whether it is found that the data transmitted are incorrect or not up-to-date, the sending Party shall immediately inform the receiving Party, indicating the modality for modification, rectification or destruction, where applicable. The receiving Party has the obligation to immediately correct or destroy them, where applicable.
- (5) The sending Party may establish restrictions and limitations on their processing according to the national applicable legislation of its State. The receiving Party has the obligation to respect these restrictions and limitations.
- (6) The Parties shall keep a record of the processing activities carried out under their responsibility.

Article 20

TRANSFER OF PERSONAL DATA TO A THIRD PARTY

For the application of this Agreement, the personal data can be transferred to a third Party only in one of the following situations:

- a) If the data subject has given an explicit approval, after having been informed about the possible risks that such a transfer involves,
- b) If the transfer is necessary for important reasons of public interest,
- c) If the transfer is necessary for establishing, exercising or defending a right in court,
- d) If the transfer is necessary to protect the vital interests of the data subject or of other persons, where the data subject is physically or legally incapable of giving consent.

Article 21 RIGHTS OF THE PERSON

- (1) The data subject has the right to receive from the national competent authorities, upon request and within a reasonable period, without any constraints or delays or excessive costs, the confirmation of the fact that the data are or are not processed according to this Agreement. In the case of confirmation of the personal data processing, the following information shall be delivered:
 - a) The purpose of processing of personal data,
 - b) The categories of personal data processed, the name and the contact details of the public authority, the controller,
 - c) Information regarding the recipients or categories of recipients to whom personal data were unveiled,
 - d) The estimated period for storage of personal data or, if not possible, the criteria used to establish such a period,
 - e) The existence of the right to request to the controller the rectification or deletion of personal data or the restriction of personal data processing in respect of the data subject or the right to oppose this processing,
 - f) The right to lodge a complaint to a supervisory authority,
 - g) Where the personal data are not collected from the data subject, any available information as to their source.
- (2) The data subject has the right to request rectification, deletion or restriction of personal data, according to the national legislation of the states of the Parties. In the case of denial of rectification, deletion or restriction of personal data, the measure has to be transmitted in written and the data subject must be informed regarding the possibilities provided by the relevant national legislation to make a complaint or exercising an appeal.
- (3) The Parties, according to the national legislation of their respective State, may restrict the access to information when such a restriction represents a necessary and proportionally measure, while respecting the legitimate interest of the data subject :
 - a) To avoid obstruction of inquiries, investigations or legal or official proceedings;
 - b) To avoid compromising the activities of preventing, combating, or investigating crimes;
 - c) To protect public security,
 - d) To protect national safety,
 - e) To protect the rights of the data subject or of others.

Article 22
SUPERVISION OF PROCESSING PERSONAL DATA

- (1) Each Party shall designate, according to the relevant national legislation of its State, an independent supervisory authority responsible for monitoring the processing of personal data based on this Agreement.
- (2) The Parties shall inform each other about the name and the contact details of the authority mentioned in paragraph (1) within 6 months from the date of the entry into force of this Agreement.

Article 23
ACCOUNTABILITY

- (1) Either Party is liable for damage caused to the data subject following the processing of personal data even in the case that the damage was caused by the lawful processing of inaccurate data provided by the other Party.
- (2) In the case when a Party is obliged to pay damages for harm caused to the data subject as a result of processing of inaccurate personal data provided by the other Party, the latter shall bear the amount paid as compensation.

Article 24
PROTECTION OF CLASSIFIED INFORMATION

- (1) In order to apply the provisions of this Agreement, the Parties undertake to be accounted for and to provide the necessary measures for the protection of the received classified information or the one granted with access, on reciprocity basis, at least at the equivalent level established by national legislation applicable on their state territory.
- (2) The classified information shall be used in the purposes of this Agreement and only by the authorized personnel in this respect.

Article 25
**RELATION WITH OTHER INTERNATIONAL
LEGAL INSTRUMENTS**

None of the content of this Agreement shall affect the rights and obligations granted to or assumed by the Parties or their states from other international treaties they are part of.

Article 26
SETTLEMENT OF DISPUTES

Without reflecting on the provisions of Article 14 of this Agreement, the possible disputes related to the interpretation or application of this Agreement shall be solved within the Joint Commission.

Article 27
CLOSING PROVISIONS

- (1) This Agreement shall remain in force for an unlimited period of time.
- (2) This Agreement shall enter into force after thirty (30) days after the date of receiving the last notification by which the Parties notify each other through diplomatic channels of the completion of internal legal procedures necessary for the entry into force of this Agreement.
- (3) This Agreement may be terminated at any time by any of the Parties by sending a written notification to the other Party. The termination shall take effect 6 (six) months after the date of receiving by other Party of the said notification.
- (4) This Agreement may be amended by mutual written consent of the Parties. Such amendments shall enter into force according to the procedure specified in paragraph (2) of this Article.
- (5) The termination of this Agreement shall not affect the validity and duration of any activity made under this Agreement until the completion of such activity, unless otherwise agreed by the Parties.

Done at Bucharest, on 18th of October 2024, in 2 (two) original copies, each in Ukrainian, Romanian and English languages, all texts being equally authentic. In case of difference in interpretation of the provisions of this Agreement the English text shall prevail.

FOR
THE CABINET OF MINISTERS
OF UKRAINE



FOR
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