

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND
THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA
ON COOPERATION IN THE FIGHT AGAINST CRIME**

The Government of the Republic of Lithuania and the Government of the Republic of Moldova (hereinafter referred to as the 'Contracting Parties'),

expressing their concern over the forms and increasing scale of crime, and organised crime in particular,

being aware that any form of crime endangers law, public order, safety and the stability of both states, impedes economic development and creation of environment for investments,

guided by the principles of reciprocity, equality and mutual benefit,

implementing legislation and international obligations in force in the territories of their states in the fields of crime investigation and prevention, criminal prosecution and implementation of justice as well as other fields of fight against crime and protection of human rights and freedoms,

willing to meet the personal data protection standards defined in Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA (OJ 2016 L 119, p. 89) and national legislation adopted in pursuance thereof as well as in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ 2016 L 119, p. 1),

recognising the importance of international cooperation in the fight against crime, *aiming* at ensuring the protection of persons under the jurisdiction of their states against criminal threat to their life, rights and legitimate expectations, social and public interests as well as developing and strengthening friendly relations and mutually beneficial bilateral cooperation between the two countries,

have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement:

a) 'competent authority' shall mean a public institution authorised, within its competence, to perform certain functions, directly or indirectly related to the detection, investigation and prevention of crimes, including ensuring protection of society from threats as well as preventing them, and to process related personal data;

b) 'personal data' shall mean any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

c) 'personal data processing' shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Article 2

Fields of cooperation

1. The Contracting Parties shall, in accordance with this Agreement and for the purpose of fulfilling their international obligations, cooperate through the competent authorities of the Contracting Parties referred to in Article 4 of this Agreement in the detection, investigation and prevention of criminal acts. The Contracting Parties shall cooperate, in particular, in the fight against the following crimes: crimes against life, health and freedom;

- 2.2. terrorism and terrorism related crimes;
- 2.3. organised crime;
- 2.4. illicit trafficking in narcotic drugs, psychotropic substances and precursors;
- 2.5. illicit production, trafficking and disposal of firearms, munitions, explosives, chemical, biological, radioactive and other hazardous materials;
- 2.6. illegal migration and trafficking in human beings;
- 2.7. smuggling;
- 2.8. forgery of identity documents and distribution thereof;
- 2.9. crimes against financial system, economy and business order as well as crimes related to legalisation of income resulting from criminal activities;
- 2.10. corruption-related criminal acts;
- 2.11. crimes against property;
- 2.12. crimes related to violation of intellectual and industrial property rights;
- 2.13. environmental crimes;
- 2.14. cybercrimes.

3. For the purpose of implementing this Agreement and strengthening cooperation, the competent authorities of the Contracting Parties may conclude, within their competence, the implementing protocols of this Agreement. The cooperation of the competent authorities of the Contracting Parties in accordance with this Agreement shall not cover the cooperation in accordance with the treaties on mutual legal assistance concluded between the Republic of Lithuania and the Republic of Moldova.

4. This Agreement shall exclude the provision of legal assistance in criminal proceedings and the issues of extradition. Any information received pursuant to this Agreement may be used as evidence in criminal proceedings only if a request for legal assistance is submitted in accordance with the procedure laid down in international treaties.

Article 3

Forms of cooperation

1. Pursuant to legislation and international obligations in force in the territory of the state of the Contracting Party, the forms of cooperation between the competent authorities of the Contracting Parties in the implementation of this Agreement shall be the following:

a) exchange of data, including personal data and special categories of personal data, and other information when investigating criminal acts referred to in Article 2(2) of this Agreement;

b) search and identification of the unknown persons and children, of persons evading criminal investigation or execution of the court decisions regarding punishment for crimes committed, and search of persons evading payment of alimonies, wanted persons and/or missing persons, identification of the unidentified corpses;

c) assistance in conducting criminal intelligence activities;

d) exchange of experience regarding the implementation of legislation in force in the territories of their states, prevention and fight against crime and the use of forensic methods, special tools and techniques;

e) exchange of working experience, including organizing and holding trainings, working practices, consultations, seminars and courses for improving qualification, organization of experts' meetings;

f) exchange of analytical information regarding the causes, state of play and trends of crime, publications and research results, legislation in force in the territories of their states;

g) identification of persons illegally residing on the territory of State of the other Contracting Party or without identity document or having false document or documents belonging to someone else.

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

Article 4

Competent authorities

1. This Agreement shall be implemented by the following competent authorities:

a) for the Republic of Lithuania:

- the Ministry of the Interior;
- the Special Investigation Service;
- the Financial Crime Investigation Service under the Ministry of the Interior;
- the Police Department under the Ministry of the Interior;
- the State Border Guard Service under the Ministry of the Interior;
- the Customs Department under the Ministry of Finance;

b) for the Republic of Moldova:

- the Ministry of Internal Affairs;
- General Inspectorate of Police under the Ministry of Internal Affairs;
- General Inspectorate of Border Police under the Ministry of Internal Affairs;
- the General Prosecutor's Office;
- the Intelligence and Security Service;
- the National Anti-corruption Center;
- the Customs Service within the Ministry of Finances.

2. The Contracting Parties shall exchange as soon as possible through diplomatic channels the contact information of their competent authorities and notify each other of any changes thereof or of the list of competent authorities or their functions.

Article 5

Examination of requests

1. Pursuant to this Agreement, the competent authorities of the Contracting Parties shall cooperate with each other in the submission of written requests. The competent authorities of the Contracting Parties may additionally use technical means of text transmission, as necessary.

2. In cases of urgency, the request (except the requests concerning personal data) may be transmitted orally, provided that it is confirmed in writing as soon as possible, but no later than within three (3) working days. If the request is transmitted by fax, e-mail or other means of electronic communication, the original copy of the request must be sent by post. The requests shall be signed by the head of the competent authority of the Contracting Party or his/her deputy and shall include the date on which it was signed. In addition, if necessary, the Contracting Parties may inform each other through diplomatic channels of other officials of their competent authorities that have been conferred appropriate powers.

3. The request shall include:

- a) name of the competent authority of the requesting Contracting Party;
- b) name of the competent authority of the requested Contracting Party;
- c) as detailed information as possible on the proceedings for which the request is submitted, the person or persons involved in or related to the proceedings, the facts, items and documents on which information is requested as well as the scope of information required;
- d) legal reasons for the request and a detailed description of a requested procedure;
- e) desirable deadline for executing the request, if necessary;
- f) any other necessary information relating to the request; the documents relating to the request shall be also appended thereto.

4. The competent authority of the requested Contracting Party shall execute the requests within the shortest possible time. The competent authority of the requested Contracting Party may ask additional information if necessary for the execution of the request.

5. If the execution of the request is impossible within the specified deadlines, the competent authority of the requested Contracting Party shall notify the competent authority of the requesting Contracting Party thereof stating the reasons for the delay of the request execution.

6. If the execution of the request does not fall under the jurisdiction of the competent authority of the requested Contracting Party, the said authority shall immediately, upon a written consent of the competent authority of the requesting Contracting Party, submit the request to another competent authority of the requested Contracting Party.

7. The execution of the request may be refused in whole or in part, if its execution may violate human rights, pose threat to the sovereignty or security of the state or contradict the legislation or international obligations in force in the territory of the state of the requested Contracting Party. The execution of the request may also be refused if the act with respect to which the request was made does not constitute a criminal offense under the national law of the requested Contracting Party. The competent authorities of the requested Contracting Party shall inform in writing the competent authorities of the requesting Contracting Party of the refusal stating the reasons thereof.

8. The competent authorities of the Contracting Parties may on their own initiative transmit information to the competent authorities of the other Contracting Party in order to contribute to the disclosure, investigation or prevention of offenses.

Article 6

Transmission and use of personal data

1. The transmission of personal data shall only take place if such transmission is necessary for the implementation of this Agreement by the competent authorities of the Contracting Parties. Personal data shall be used only for the purposes that were mentioned in the request, and in conformity with the conditions established by the Contracting Party transmitting them. The transmitted personal data may only be used by those competent authorities of the Contracting Parties, to which personal data has been transmitted.

Transmission of the personal data to the other institutions of the Contracting Parties, may only take part with the prior written consent and express authorisation of the Contracting Party that has transmitted personal data and the receiving third parties commit to respect the same data protection principles and safeguards as prescribed in this Agreement. The competent authority of the Contracting Party that has transmitted personal data shall, upon its request, be informed of the use of the transmitted data and the results achieved.

2. Without prejudice to Article 2 of this Agreement, the competent authorities of one Contracting Party may transmit personal data to the competent authorities of the other Contracting Party only for the purposes of prevention, investigation, detection of crimes listed in the Article 2 (2) of this Agreement, as well as the safeguarding against and the prevention of threats to public security.

3. Personal data should be:

3.1. processed lawfully and fairly;

3.2. collected for specified, explicit and legitimate purposes and not processed in a manner that is incompatible with those purposes;

3.3. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;

3.4. accurate and, where necessary, kept up to date. Reasonable actions must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay. When it becomes evident that erroneous personal data have been transmitted or personal data have been unlawfully transmitted, the competent authority of one of the Contracting Parties, upon receiving such data, shall be immediately notified thereof and shall, without delay, rectify, destroy them or restrict their processing;

3.5. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;

3.6. processed and transmitted in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: the pseudonymisation and encryption of personal data; the ability to ensure the

ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

4. Processing of data revealing racial or ethnic origin, political views, religion, beliefs or trade union affiliation, as well as the processing of genetic data, biometrics for the specific purpose of identifying a natural person or health or sexuality or philosophical orientation data is only acceptable appropriate safeguards for the rights and freedoms of the data subject are maintained and such data processing meets at least one of the following criteria:

4.1. is permitted by the national legislation and international obligations in force on the territories of the states of Contracting Parties;

4.2. is necessary to protect the vital interests of the data subject or another natural person;

4.3. is related to personal data which have been manifestly made public by the data subject.

5. The competent authorities of the Contracting Parties shall ensure that data subjects shall have the right to obtain from the competent authority as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the information about the categories of personal data concerned; the recipients or categories of recipient to whom the personal data have been or will be disclosed; the identity and the contact details of the competent authorities; the contact details of the data protection officer; the purposes of the personal data processing; the right to lodge a complaint with a supervisory authority and the contact details thereof where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period; the existence of the right to request from the competent authority rectification or erasure of personal data or restriction of processing of personal data concerning the data subject; where the personal data are not collected from the data subject, any available information as to their source.

6. Upon request of a natural person concerned, whose data have been transmitted pursuant to the provisions of this Agreement to the competent authority of the Contracting Party, such natural person no later than within one month after receiving the request by the competent authority, shall be provided with the confirmation as to whether or not the personal data concerning him/her are being processed, and, where that is the case, access to the personal data and information on what data (categories thereof) have been transmitted, purpose and legal basis for their use or intended use, the recipients (categories thereof) to whom the personal data have been transmitted, the envisaged period for which the personal data will be stored, or, where that is not possible, the criteria used to determine that period, the right to request to rectify or erase the personal data of the data subject or restrict the processing thereof, the right to lodge a complaint with a supervisory authority and the contact information thereof. The Competent authority of each Contracting Party may apply an administrative fee or refuse to act on the request if the data subject's requests are manifestly unfounded or disproportionate, in particular due to their repetitive nature.

7. A natural person, whose data have been transmitted pursuant to the provisions of this Agreement, shall have the possibility to require to have incomplete personal data concerning him/her completed or to have inaccurate personal data concerning him/her rectified, destroyed as well as to require to restrict processing of personal data in case the transmission thereof infringes the provisions of this Agreement. The competent authorities of the Contracting Parties must inform the competent authority, from which the inaccurate personal data have been received, about the rectification of inaccurate or supplementation of incomplete personal data as well as the restriction of processing of personal data due to the request of a natural person. The right of a natural person concerned to receive such information shall be governed by the legislation in force in the territory of the state of the Contracting Party, in the territory of which such request is submitted.

8. The request of a natural person concerned regarding the enforcement of his/her rights may be rejected if such rejection is necessary for ensuring the public security and national security of the Contracting Party, the prevention, investigation, detection or prosecution of criminal acts or the execution of criminal penalties and also for protecting the rights and freedoms of a data subject and other persons. The request of a natural person may also be rejected if its execution would prejudice the effectiveness of the actions or objectives

pursued by the competent authorities of the Contracting Parties. Grounds for and procedure of such limitations of rights shall be provided for in the legislation in force in the territories of the states of the Contracting Parties and motives of such rejections shall be documented as well as the reply to the data subject shall be given.

9. The transmission of personal data shall require the specification of time limits for the storage of such data as provided in the legislation in force in the territory of the state of the appropriate Contracting Party, which transmits the personal data, upon expiry of which the transmitted personal data must be immediately destroyed. Regardless of these time limits, the personal data transmitted must be immediately destroyed as soon as they become no longer necessary for the purpose for which they have been transmitted, or in case of termination of this Agreement. The competent authority of the Contracting Party that has transmitted personal data shall be notified in writing about the destruction of the data. The Contracting Parties notify each other immediately if there is the reason to suppose that the transmitted data is inaccurate, should be destroyed or the loss of data has been identified.

10. The transmission, receipt and destruction of personal data, as well as the refusal to transmit personal data must be registered.

11. The Contracting Parties shall ensure that the national personal data protection supervisory authority, acting in accordance with the appropriate legislation in force in the territory of the Contracting Parties, controls the compliance with the requirements, which for the protection of personal data provided for in this Agreement. In case of violation of the right to the protection of personal data, the affected persons shall have the right to lodge a complaint to national data protection supervisory authority and the right to access to justice in accordance with the legislation applicable in the territory of the respective Contracting Party.

12. If the competent authority of one of the Contracting Parties becomes aware of a personal data breach, it will inform the competent authority of the other Contracting Party as soon as possible and in coordination with the mentioned competent authority use reasonable and appropriate means to remedy the personal data breach and minimise the potential adverse effects.

Article 7

Protection of classified information

1. Competent authorities shall guarantee to each other the protection of the classified information supplied under this Agreement. The provisions of this Article shall not prejudice the application of other international treaties on the protection of classified information in force entered into by the Contracting Parties.

The competent authority of the Contracting Party receiving classified information must mark the received classified information with a respective classification marking prescribed by the legislation applicable in the territory of its state. The specified requirements shall be applicable to any form of expression of classified information regardless of the manner of recording thereof as well as medium on which such information is recorded.

2. The Contracting Parties shall provide the classified information received under this Agreement with the same level of protection that they must apply, pursuant to the legislation in force in the territory of its state, to its own classified information bearing the respective classification marking.

3. The Contracting Party receiving classified information must make sure that the classification markings of the received classified information are not changed, such information is not declassified or transmitted to a third party without prior consent of the competent authority of the Contracting Party that transmitted the information.

4. In case classified information transmitted by the competent authority of one Contracting Party may be disclosed or is disclosed, the competent authority of the other Contracting Party shall immediately notify this fact to the competent authority of the Contracting Party transmitting the information and shall inform it about the circumstances and consequences of the incident as well as the steps taken to avoid similar incidents in the future.

5. Classified information received from the competent authority of the other Contracting Party may be used only for the purposes for which it was transmitted.

Article 8

Relation to other treaties

This Agreement shall not affect the rights and obligations of the Contracting Parties arising from other international treaties, to which the Republic of Lithuania and the Republic of Moldova are parties.

Article 9

Expenses and obligations

1. The Contracting Parties shall cover the expenses arising from the implementation of this Agreement to an extent necessary for the fulfilment of their obligations, unless the Contracting Parties agree otherwise on a case by case basis.

2. When necessary, the Contracting Parties, on the basis of mutual agreement, may provide each other with gratuitous assistance in equipment and materials that are required for the implementation of specific measures of fight against crimes specified in Article 2 of this Agreement.

Article 10

Language of cooperation

Communication between the Contracting Parties for the purpose of implementation of this Agreement shall be in the English language. Should other languages be used, the Contracting Parties shall provide translation into English.

Article 11
Joint Commission

In order to evaluate and improve the cooperation established by the provisions of this Agreement, the Contracting Parties may form a Joint Commission composed of the representatives of the competent authorities of the Contracting Parties. The Contracting Parties shall inform each other directly through their ministries of the interior about the composition of the Joint Commission. If necessary, the Joint Commission may be assisted by experts to be specially appointed for this purpose by the Joint Commission. The meetings of the Joint Commission shall be held as necessary.

Article 12
Settlement of disputes

1. Disputes arising from the implementation and interpretation of this Agreement shall be settled through negotiations and/or mutual consultations between the competent authorities of the Contracting Parties.

2. If in the course of the consultations mentioned in paragraph 1 of this Article no agreement is reached, the matter shall be resolved through diplomatic channels.

Article 13
Amendments and supplements

This Agreement may be amended and supplemented in writing by mutual agreement of the Contracting Parties. The amendments and supplements shall be drawn up as a separate document and shall enter into force in accordance with Article 14(1) of this Agreement. Documents formed thereby shall constitute an integral part of this Agreement.

Article 14

Entry into force, duration and termination of the Agreement

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

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

Done at Chisinau on 3 August 2022, in two copies, each one in Lithuanian, Romanian and English languages, all texts being equally authentic. In case of divergence in interpretation of this Agreement, the text in English language shall prevail.

For the Government of the Republic of
Lithuania



For the Government of the Republic of
Moldova

