

**AGREEMENT
between Mongolia and the Czech Republic
on Police Cooperation**

Mongolia and the Czech Republic (hereinafter referred to as "Contracting Parties"),

With the intention to develop mutual relationship and deepen cooperation of authorities competent to combating crime,

Aiming to effectively tackle spreading of transnational organized crime and terrorism,

Taking into consideration the United Nations Convention against Transnational Organized Crime of 15th November 2000 and its Protocols, by which both Contracting Parties are bound,

Convinced that international cooperation in combating crime is of crucial importance, and wishing to simplify and streamline the cooperation,

Being conscious of the necessity to protect the fundamental rights and freedoms of persons, that may only be limited in a way that is necessary and appropriate in a democratic society;

Abiding by their international obligations and national legislation,

Have agreed as follows:

PART I

Subject of the Agreement

Article 1

(1) The purpose of this Agreement is to deepen and strengthen cooperation in preventing and detecting criminal offences, establishing their perpetrators, in preventing violations of public order and security, in particular through the exchange of strategic and operational information and direct contacts between competent authorities at all appropriate levels.

(2) The Contracting Parties shall cooperate also in other areas covered by this Agreement.

(3) Cooperation under this Agreement shall not include legal assistance in criminal matters, which falls within the competence of judicial bodies.

Article 2

Cooperation under this Agreement shall cover all forms of criminal activities with a special emphasis on organized forms of crime. The Contracting Parties shall cooperate in particular to combat:

- a) crime against life and health, freedom and human dignity,
- b) terrorism and its financing,
- c) trafficking in human beings, procuring and soliciting prostitution and trafficking in human organs and tissues;
- d) sexual abuse of children and child pornography;
- e) displays of extremism, racial hatred and xenophobia,
- f) illicit trafficking in narcotic drugs and psychotropic substances according to the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances of 20th December 1988, including illicit trafficking in their precursors,
- g) illegal production, solicitation, possession, import, export, transit of and trade in weapons, munition, ammunition, explosives, explosive devices, chemical, biological, radioactive and nuclear materials, in goods and technologies of strategic importance and in military material, as well as other highly dangerous substances, including hazardous waste,
- h) money laundering,
- i) cybercrime;
- j) other crime against property including fraud and theft and other illegal use of motor vehicles;
- k) counterfeiting and altering of money, stamps and securities, means of non-cash payments and official documents, in particular travel documents, their distribution and use,
- l) crimes against intellectual property,
- m) other serious economic crime;
- n) crime related to objects of cultural and historical value,
- o) environmental crime, in particular illegal trade in protected plant and animal species;

PART II

General Forms of Cooperation

Article 3

(1) The Contracting Parties shall notify each other through diplomatic channels of authorities which are within their respective competence competent to cooperate under this Agreement on the date of entry into force of this Agreement at the latest. At the same time, they shall notify of contact addresses, telephone and fax numbers or

other contact details of such authorities. The Contracting Parties shall inform each other of changes concerning the authorities competent to cooperate under this Agreement without undue delay.

(2) The competent authorities of the Contracting Parties shall immediately inform each other of any changes in the data notified pursuant to paragraph 1, second sentence.

Article 4

(1) Cooperation under this Agreement shall be provided upon request. The request for information, means, samples, measures to be adopted, or for another form of cooperation under this Agreement shall be submitted in writing. A request made by fax, e-mail or other means of electronic communication shall be considered a request submitted in writing. If personal data is transferred, a secure data transfer method must be chosen. In urgent cases, request can be made orally; a confirmation in writing must follow immediately.

(2) The competent authority of the requested Contracting Party shall grant the request pursuant to paragraph 1 without undue delay. If it is clear to the competent authority of the requested Contracting Party that a longer period of time shall be needed to process the request, the competent authority of the requested Contracting Party shall without undue delay inform the competent authority of the requesting Contracting Party and shall notify of the indicative deadline for processing the request.

(3) The competent authority of the requested Contracting Party may ask for complementary information if necessary for granting the request.

(4) If the requested authority is not competent to process the request, it shall refer the request to the competent authority without undue delay and shall notify of this fact the requesting authority.

Article 5

The competent authorities of the Contracting Parties may in individual cases provide each other with information without request, if they believe such information is needed for the other Contracting Party to prevent and detect criminal offences, establish their perpetrators, or to prevent violations of public order and security.

Article 6

(1) Either Contracting Party may refuse, in whole or in part, a request for cooperation, should it believe that granting such request might threaten its sovereignty, security or another vital interest, or if it contravened its international obligations or national legislation.

(2) Should a request be refused or granted only partially, the Contracting Parties shall immediately inform each other thereof in writing.

(3) In order to grant the request, the Contracting Parties may stipulate conditions.

Article 7

(1) The competent authorities of the Contracting Parties shall provide each other with support by exchanging information including personal data, both operational information and information from police and other official databases and registries. Such information may concern in particular:

- a) criminal acts, persons suspected of or involved in a criminal activity, links between perpetrators, how groups involved in criminal activities are organized and their structure, typical behaviour of individual perpetrators and groups, violations of criminal law and adopted measures,
- b) planned acts of terrorism and terrorist groups, whose members are planning, committing or have already committed crimes in the territories of the Contracting Parties,
- c) objects used as instruments of crime or proceedings from crime; the competent authorities of the Contracting Parties shall also provide each other with samples of these objects,
- d) forensic experience and information, results of forensic and criminological research, investigation practice, methods and means of work,
- e) methods and new forms of committing crime that transcends the borders of the Contracting Parties.

(2) The competent authorities of the Contracting Parties shall provide each other with information needed for the purposes of proceedings related to entering the territories of the Contracting Parties and staying therein, in particular information about identity of a person, date and place of crossing the state border, authorisation to stay in the territory of the Contracting Party, place of stay and authenticity and validity of travel and official documents.

(3) The competent authorities of the Contracting Parties shall exchange legislation, analytical and conceptual materials, expertise and technical information and specialized literature.

Article 8

In case of need, the competent authorities of the Contracting Parties shall coordinate their activities and provide each other with support, in particular:

- a) in searching for persons suspected of a criminal activity, as well as persons absconding from criminal responsibility or the service of a sentence,
- b) in searching for missing persons, including procedures related to the identification of persons or mortal remains,
- c) in searching for objects, tracing and recovery of the proceeds of crime and means intended to finance terrorism,
- d) in conducting police interviews and interrogations,
- e) in making and exchange of cover means in accordance with the national legislation of the Contracting Parties, including in taking appropriate measures in the information systems of the Contracting Parties; the competent authority of the Contracting Party providing the cover means may stipulate conditions for their use, keeping and return, as well as the procedure in the case of their loss or destruction,
- f) in the area of expert and forensic activities, in particular in identifying, obtaining, evaluating and comparing of traces,
- g) in the area of obtaining and evaluating digital traces, encrypted data, exchanging relevant electronic communications data to which the competent authorities of the Contracting Parties have access, and preventing cybercrime, including the exchange of information on crime committed in cyberspace,
- h) in examining suspicious objects, disabling of explosive devices or when ammunition, explosives or explosive objects are found, and in their disposal,
- i) in preparation and realization of special investigative techniques such as controlled deliveries, surveillance and undercover operations,
- j) by adopting other relevant measures at the request of the other Contracting Party including vehicle checks in order to prevent criminal offences,
- k) for the purposes of proceedings related to entering the territories of the Contracting Parties and staying therein;
- l) by organizing work meetings in order to prepare individual measures;
- m) by lending equipment and service animals,
- n) in planning and realization joint crime-prevention programmes.

Article 9

(1) Either Contracting Party may send liaison officers to the territory of the other Contracting Party upon an agreement with the other Contracting Party.

(2) The liaison officers shall be active in the territory of the other Contracting Party in support and advisory capacity. They shall provide information and carry out their tasks in the framework of instructions they receive from the sending Contracting Party. They shall not exercise any powers in the territory of the other Contracting Party.

(3) The liaison officers of one Contracting Party sent to a third country may upon a mutual agreement of the Contracting Parties, and provided that the third country issues a written consent, also represent the interests of the other Contracting Party.

Article 10

(1) The competent authorities of the Contracting Parties may send consultants to the competent authorities of the other Contracting Party, establish mixed analytical and other working teams in order to support the other Contracting Party or to coordinate activities.

(2) Employees specified in paragraph 1 shall operate in the territory of the other Contracting Party in support and advisory function. When exercising their support and advisory function, they shall follow instructions of the competent authorities of the Contracting Party, to whose territory they are sent. They shall not exercise any powers in the territory of the other Contracting Party.

Article 11

The Contracting Parties shall cooperate in the area of training and education and this cooperation shall include in particular:

- a) participation of employees of one Contracting Party in training courses of the other Contracting Party,
- b) holding of joint seminars, exercises and language courses,
- c) training of specialists,
- d) exchange of experts, as well as training concepts and programmes,
- e) participation of observers at exercises.

PART III

Special Forms of Cooperation

Article 12

(1) In case of need and upon mutual agreement of the competent authorities of the Contracting Parties, employees of one Contracting Party may be deployed in the territory of the other Contracting Party and subordinated to its competent authorities to provide them support with carrying out their tasks.

(2) Employees operating in the territory of the other Contracting Party may exercise powers in accordance with the national legislation of this Contracting Party. The powers shall be exercised only under the command and, as a rule, in the presence of an employee of the other Contracting Party. Their acts shall be attributed to the Contracting Party whose employee is in charge.

Article 13

(1) In case of need and upon mutual agreement of the competent authorities of the Contracting Parties, employees of one Contracting Party may be sent to the territory of the other Contracting Party in order to protect persons or buildings.

(2) Employees operating in the territory of the other Contracting Party may exercise only powers relating to carrying out tasks pursuant to paragraph 1, as well as take measures for their own protection, in accordance with the national legislation of this Contracting Party. They shall be obliged to adopt necessary measures to ensure public order and security in relation to carrying out tasks pursuant to paragraph 1. They shall report all incidents taking place in the territory of the other Contracting Party to the competent authority of the other Contracting Party specified in paragraph 1 without undue delay.

Article 14

(1) The competent authorities of the Contracting Parties shall cooperate to realize measures carried out under programmes relating to the protection of witness and other persons who are likely to be exposed to a bodily harm or another grave danger in connection with criminal proceedings (hereinafter referred to as "protected person").

(2) The cooperation includes in particular exchange of information including personal data, logistic support as well as relocation of protected persons.

(3) The protected person to be relocated must be placed under the witness protection programme in the requesting Contracting Party. Measures for the protection of the protected person shall be governed by the national legislation of the requested Contracting Party. The requesting Contracting Party shall provide the requested Contracting Party with all the information needed to perform such measures.

(4) The requesting Contracting Party shall cover, if needed, the living costs of the protected person as well as the costs for special measures requested by the requesting Contracting Party. The requested Contracting Party shall cover personnel costs and material costs relating to the protection of the protected person. Details shall be agreed by the competent authorities of the Contracting Parties before a protected person is relocated.

(5) For serious reasons and after prior notification to the requesting Contracting Party, the requested Contracting Party may terminate the measures pursuant to

paragraph 3. In this case, the requesting Contracting Party shall be obliged to take the protected person back.

Article 15

Should a person, whose safety is, because of their function or position, protected by the competent authorities of one Contracting Party (hereinafter referred to as "person subject to special protection"), stay in the territory of the other Contracting Party, or transit through its territory, the competent authorities of the Contracting Parties inform of this fact in writing, e.g. by fax, e-mail or other means of electronic communication, as a rule 24 hours before the state border of the other Contracting Party is to be crossed at the latest. The information shall as a rule contain identity of the person subject to special protection, means of transport to a destination, type, length and places of stay of the person subject to special protection in the territory of the other Contracting Party, time of arrival and departure, place of entry on the territory of the other Contracting Party and of departure from its territory, list of accompanying employees, telephone contact, list of weapons carried by the accompanying employees, their numbers and identification information concerning ammunition, request for permission to use a radio assigned a specific frequency and a request for protection to be provided to the person subject to special protection by competent authorities of the other Contracting Party in the places of stay of the person subject to special protection in the territory of the other Contracting Party.

Article 16

(1) The Contracting Parties shall cooperate in identifying mass disaster victims. This cooperation shall include in particular exchange of information used to victim identification, possibility to personally obtain eventually verify information used to victim identification in the territory of the other Contracting Party, as well as sending a special disaster victim identification team (hereinafter referred to as "DVI team").

(2) In case of need, either Contracting Party may ask the other Contracting Party to send DVI team in the territory of the requesting Contracting Party. Sending of individual DVI team employees to carry out partial tasks in the territory of the other Contracting Party is subject to a consent of its competent authority.

(3) If the DVI team or its individual employees operate in the territory of the other Contracting Party, employees of DVI team are authorized to require collaboration of employees of the Contracting Party in whose territory they operate.

(4) The Contracting Party that asked deployment of the DVI team of the other Contracting Party, shall ensure its employee to be, as a rule, present in the DVI team activity.

(5) The DVI team employees operating in the territory of the other Contracting Party must have markings in accordance to the national legislation of their Contracting Party.

(6) Experts who are not employees of competent authorities of the Contracting Parties but are usual DVI team members shall also be considered employees of the Contracting Party for the purposes of the cooperation pursuant to this Article. Article 20, paragraph 2 with the exception of the last sentence, and paragraphs 3 and 5 shall not apply to these employees.

PART IV

Legal relations

Article 17

If personal data is transferred under the Agreement, to the processing of such data the following provisions shall apply:

- a) The receiving Contracting Party may use the personal data only for the purposes for which the data has been transferred and under the conditions stipulated by the transferring Contracting Party. In addition, the use of personal data is permitted in the framework of this Agreement and subject to conditions stipulated by transferring authority in order to prevent and detect criminal offences as well as to prevent violations of public order and security. The personal data may be used for other purposes only with a prior written consent of the transferring Contracting Party.
- b) Upon request of the transferring Contracting Party, the receiving Contracting Party shall inform on the use of the transferred personal data and the results thus achieved.
- c) The transferring Contracting Party is obliged to ensure that the transferred personal data is correct as well as to check that the transfer is necessary and appropriate to the intended purpose. Should it be subsequently ascertained that the transferred personal data was incorrect or should not have been transferred, the receiving Contracting Party must be notified immediately. The receiving Contracting Party shall correct the incorrect personal data or erase the personal data, which should not have been transferred.
- d) The data subject must be upon request provided with information about the personal data transferred or processed based on this Agreement and about the intended purpose of use of the data. Above mentioned shall apply in the scope in which, in accordance with the national legislation, the public interest in not providing such information does not prevail over the interest of the data subject to obtain the information.
- e) An opinion of the competent authority of the other Contracting Party shall be always requested before a decision on the request submitted by a data subject pursuant to lit. d) is made. The Contracting Party deciding about the request of data subject shall not inform the data subject without a prior consent of the other Contracting Party. Either Contracting Party may, in accordance with its national legislation, ask the other Contracting Party not to provide information to the data subject. In other

respects, the right of the data subject to obtain information concerning his/her personal data shall be governed by the national legislation of the Contracting Party deciding about the request of the data subject.

- f) The data subject has the right to request the correction of the transferred personal data concerning him/her and to the completion of incomplete personal data also by means of an supplementary statement. Above mentioned shall apply in the scope in which, in accordance with the national legislation, the public interest in rejecting such correction or not explaining the reason for such rejection do not prevail over the interest of the data subject. Provisions of the lit. e) shall apply similarly.
- g) If the transferred data is used to interfere with the rights and protected interests of the data subject based exclusively on automated processing of personal data, the data subject has the right to obtain human intervention by the authority responsible for stipulation the purpose and means of personal data processing.
- h) The transfer of personal data revealing racial or ethnic origin, political opinions, religion or philosophical beliefs or trade union membership and processing of genetic data, biometric data in order to uniquely identify a person, data concerning health and data concerning sexual life or sexual orientation, is only permitted, if absolutely necessary.
- i) When transferring personal data, the transferring Contracting Party may stipulate the other Contracting Party a deadline for the erasure thereof in accordance with its national legislation. Regardless of this deadline, the transferred personal data must be erased as soon as they cease to be needed for the purpose, for which they were transferred. The transferring and receiving authorities are obliged to keep a record of personal data transfer, reception and erasure.
- j) The authority for which the personal data was transferred shall inform, in accordance with the national legislation of its Contracting Party, in an appropriate manner, about its contact data, the purposes of personal data processing and about the rights of data subjects pursuant to lit. d) – g), as well as about the possible administrative or judicial protection of their right to privacy and personal data protection in accordance with the national legislation.
- k) The Contracting Parties are obliged to protect effectively the transferred personal data from accidental or unauthorized access to it, accidental or unauthorized further transfer, accidental or unauthorized modifications and from accidental or unauthorized disclosure. To this end they shall adopt appropriate technical and organizational measures in particular to protect the personal data categories specified in lit. h).

Article 18

(1) Unless a special agreement regulating the transfer and mutual protection of classified information is concluded, the classified information under this Agreement shall be transferred in accordance with the national legislation of both Contracting Parties with that:

- a) Information which under the national legislation of the transferring Contracting Party is subject to the security classification, and is marked accordingly, shall be provided by the receiving Contracting Party with protection equal to that given to the information subject to the corresponding level of security classification pursuant to its national legislation in accordance with the table of equivalence of security classification levels specified in the Annex to this Agreement.
- b) The transferring Contracting Party shall immediately notify the receiving Contracting Party in writing of any reclassification or declassification of the transferred classified information. The receiving Contracting Party shall carry out the reclassification or declassification in accordance with the notification without undue delay.
- c) The receiving Contracting Party may use the transferred classified information only for the purposes for which the classified information was transferred and under the conditions stipulated by the transferring Contracting Party. The transferred classified information may be used for other purposes only with a prior written consent of the transferring Contracting Party.
- d) The transferred classified information may be made accessible only to persons on a need-to-know basis who are authorized thereto pursuant to the national legislation of the receiving Contracting Party, i.e. in particular they meet the conditions for access to classified information of the relevant level of the security classification.
- e) The transferred classified information may be made accessible to other authorities than the authorities competent to cooperation pursuant to this Agreement and other authorities competent to combating crime only with a prior written consent of the transferring Contracting Party.
- f) Any violation of the national legislation of the receiving Contracting Party concerning the protection of the transferred classified information shall be immediately notified to the transferring Contracting Party, such notification shall include information about circumstances of the national legislation violation, its consequences and measures adopted to mitigate the consequences and to prevent such violation of the national legislation in the future.

(2) Classified information may be transferred directly between the contact points designated by the Contracting Parties.

(3) The Contracting Parties shall notify each other through diplomatic channels of the contact points pursuant to paragraph 2 on the date of entry into force of this Agreement at the latest.

Article 19

(1) The transferred information and materials may be provided to third countries and international organizations only with a written consent of transferring Contracting Party.

(2) The Czech side may share the information that had been transferred by the Mongolian side within the framework of cooperation under this Agreement while using the information systems established according to the laws of the European Union in order to cooperate in ensuring public order and security as well as combating crime, in particular, while using the Schengen Information System, with other member states of the European Union and other countries authorized to access these systems, or with European agencies, unless this is ruled out in a particular case by the Mongolian side.

Article 20

(1) Employees operating in the territory of the other Contracting Party to carry out tasks pursuant to this Agreement shall be bound by national legislation of this Contracting Party. They shall have no powers with the exception of special forms of cooperation under Part III of this Agreement.

(2) The employees specified in paragraph 1 may, in the territory of the other Contracting Party, wear their uniforms and carry service weapons, ammunition, coercive equipment as well as other parts of armament permitted by national legislation of their Contracting Party, unless the competent authority of the Contracting Party in whose territory the employees operate in a particular case informs that their wearing or carrying is forbidden or permitted only under certain conditions. If it is necessary for carrying out tasks under this Agreement, the employees may have with them and use other equipment and service animals in accordance with the national legislation of the Contracting Party in whose territory they are located.

(3) The employees specified in paragraph 1 may use their service weapons and coercive equipment in the territory of the other Contracting Party only for necessary defence or in a situation of extreme urgency. In case of deployment pursuant to the Article 12, the service weapons and coercive equipment may be in a particular case used beyond the above, provided that their use is expressly permitted by the employee in charge.

(4) Employees operating in the territory of the other Contracting Party to carry out tasks pursuant to this Agreement shall be exempt from the public transportation fare in the same scope as the employees of the other Contracting Party.

(5) Employees operating in the territory of the other Contracting Party to carry out tasks pursuant to this Agreement shall be in relation to crimes that are committed by or against them in the same position as employees of this Contracting Party.

(6) In terms of their service contract, the employees operating in the territory of the other Contracting Party are exclusively subject to the national legislation of their Contracting Party, in particular to disciplinary rules and rules governing their liability.

(7) Either Contracting Party is obliged to protect employees of the other Contracting Party sent to its territory and to provide them with the same support as its own employees.

Article 21

(1) Employees operating in the territory of the other Contracting Party to carry out tasks under this Agreement, shall be allowed, in case of need, to bring to the territory of the other Contracting Party and use there their own service vehicles and aircrafts. They shall be subject to the same rules as employees of the other Contracting Party.

(2) Service vehicles shall be, in the territory of the other Contracting Party, exempt from the road and motorway tolls in the same scope as the service vehicles used by employees of this Contracting Party.

(3) Aircrafts must have a permission in their country of origin for a relevant type of deployment.

Article 22

(1) The Contracting Parties shall waive all claims for compensation in case of damage caused by a loss or damage to their property, if the damage was caused by an employee of the other Contracting Party in carrying out tasks pursuant to this Agreement.

(2) The Contracting Parties shall waive all claims for compensation in case of injury or death of an employee, if the damage was caused in carrying out tasks under this Agreement. This shall not affect claims for compensation which may be made by the employee or survivors of an employee.

(3) Provisions of paragraph 1 and the first sentence of paragraph 2 shall not apply, if the damage was caused deliberately or as a result of gross negligence.

(4) If an employee of one Contracting Party causes damage to a third person when carrying out tasks under this Agreement in the territory of the other Contracting Party, the Contracting Party in whose territory the damage was caused shall be liable for the damage in accordance with the national legislation that would apply to damage caused by its own employee. The total amount of compensation paid out by this Contracting Party shall be refunded by the Contracting Party whose employee caused the damage. The second sentence of this paragraph shall not apply in cases of deployment pursuant to Article 12, if the damage was caused as a result of instruction given by an employee in charge.

(5) If property of one Contracting Party is damaged in the territory of the other Contracting Party as a result of a third person actions in cooperation under this Agreement, the damages shall be claimed by the Contracting Party, in whose territory

the damage was caused, according to its national legislation. The obtained compensation shall be passed on the Contracting Party whose property was damaged.

(6) The competent authorities of the Contracting Parties may agree on deviations from the provisions of this Article before realization of particular forms of cooperation.

Article 23

Unless stipulated otherwise in this Agreement, or unless competent authorities of the Contracting Parties agree otherwise in advance, each Contracting Party shall bear its own costs incurred by its competent authorities in the implementation of this Agreement; the Contracting Parties shall be mindful of mutual balance and reciprocity of costs.

PART V

Final Provisions

Article 24

Unless agreed otherwise, the competent authorities of the Contracting Parties shall use English language in implementing this Agreement.

Article 25

The Governments of the Contracting Parties and further on the Mongolian side the Ministry of Justice and Home Affairs, and on the Czech side the Ministry of the Interior and the Ministry of Finance may conclude implementing arrangements based on this Agreement, in case of need.

Article 26

Any disputes which might arise in connection with the interpretation or implementation of this Agreement shall be resolved by consultations between the competent authorities of the Contracting Parties. Should the disputes not be resolved this way, it shall be solved through diplomatic channels.

Article 27

This Agreement is without prejudice to the obligations of the Contracting Parties arising from other international bilateral or multilateral agreements binding upon the Contracting Parties.

Article 28

Either Contracting Party may suspend the implementation of this Agreement temporarily in whole or in part, should the concerns of national security, public order, safety or health of persons require so. The Contracting Parties shall immediately notify each other of the adoption or revocation of such measures through diplomatic channels. The suspension of the implementation of this Agreement and the revocation of that suspension shall become effective on the date specified in the notification, however, not earlier than upon the lapse of fifteen days from the delivery of such notification to the other Contracting Party. Provisions of this Agreement shall continue to apply to handling of personal data transferred prior to the suspension of the implementation of this Agreement, and to the providing information and materials, transferred prior to the suspension of the implementation of this Agreement, to third countries and international organizations.

Article 29

(1) This Agreement shall enter into force on the first day of the second month following the date of receipt, through diplomatic channels, of the latter written notification by which the Contracting Parties inform each other on the fulfilment of the national legal procedures required for the entry into force of this Agreement.

(2) This Agreement is concluded for an indefinite period. Either Contracting Party may terminate this Agreement in written through diplomatic channels. This Agreement shall terminate six months after the date of delivery of such notification of termination to the other Contracting Party. Unless agreed otherwise by the Contracting Parties, the provisions of this Agreement shall continue to apply to handling of personal data transferred pursuant to this Agreement until the personal data is erased. Classified information transferred pursuant to this Agreement shall be protected in accordance with Article 18 of this Agreement after its termination until the transferring Contracting Party releases the receiving Contracting Party from this obligation.

Done in on this day of
in two originals, each in the Mongolian, Czech and English languages, all the texts being equally authentic. In case of divergence in the interpretations, the English version shall prevail.

For Mongolia

For the Czech Republic

Annex
to the Agreement between Mongolia and the Czech Republic
on Police Cooperation

In accordance with Article 18, paragraph 1 lit. a) of the Agreement between Mongolia and the Czech Republic on Police Cooperation, and taking in consideration respective national legislation, the Contracting Parties have stipulated that for the purposes of implementation of this Agreement the following security classification levels are comparable:

For Mongolia	For the Czech Republic	Equivalent in English
<i>No equivalent</i>	VYHRAZENÉ	RESTRICTED
НҮҮЦ	DŮVĚRNÉ	CONFIDENTIAL
МАШ НҮҮЦ	TAJNÉ	SECRET
ОНЦ ЧУХАЛ НҮҮЦ	PŘÍSNĚ TAJNÉ	TOP SECRET

Czech classified information marked as "VYHRAZENÉ (RESTRICTED)" transferred pursuant to this Agreement to Mongolia shall be protected as classified information marked as "НҮҮЦ".

The reply of Mongolia to classified information marked as "VYHRAZENÉ (RESTRICTED)" shall contain in its first line the following statement in English: "REPLY TO A DOCUMENT ORIGINALLY MARKED AS "RESTRICTED" BY THE CZECH REPUBLIC", which indicates that the Czech Republic shall mark the reply as "VYHRAZENÉ". In the absence of this statement, the reply shall be treated in accordance with the table of equivalence of security classification levels specified above.

When transferring classified information, the Contracting Parties shall mark it with the appropriate classification level in both English and their respective own language.

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