

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA

AND

THE GOVERNMENT OF THE REPUBLIC OF KOSOVO

ON

MUTUAL ASSISTANCE IN CUSTOMS MATTERS

The Government of the Republic of Slovenia and the Government of the Republic of Kosovo, hereinafter referred to as the "Contracting Parties";

Considering that contraventions against customs legislation are prejudicial to the economic, fiscal and commercial interests of their respective countries;

Considering the importance of ensuring accurate assessment of customs duties and other taxes on the importation and exportation of goods, as well as accurate determination of the value and origin of such goods;

Considering the importance of Customs for the protection of the safety and health of citizens and of the environment;

Recognizing the need for international cooperation in matters relating to the implementation and enforcement of customs legislation;

Convinced that prevention of contraventions against customs legislation can be made more effective by cooperation between their customs authorities;

Recognising that Customs has an important role in ensuring surveillance and safety concerning the international chain of supply;

Having regard to the Convention on Psychotropic Substances, 1971, and the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances, 1988, including those listed in the Annex to the aforesaid Convention and its subsequent amendments;

Having regard to the Recommendation of the Customs Cooperation Council on Mutual Administrative Assistance of 5 December, 1953;

Have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement:

1. "Customs legislation" shall mean laws and regulations enforced by the customs authorities of the Contracting Parties by virtue of regulations the implementation of which is within full or partial competence of the customs authorities concerning, in particular, the importation, exportation, and transit of goods, as they relate to customs duties, charges, and other control measures with regard to the movement of goods across national boundaries;
2. "Customs duties" shall mean all duties, taxes, fees and/or other charges, which are levied and collected in the territories of the Contracting Parties in application of the customs legislation, but not including fees and charges relating to the costs of services rendered;

3. "Applicant authority" shall mean the customs authority that makes a request for assistance pursuant to this Agreement or that receives such assistance;
4. "Requested authority" shall mean the customs authority that receives a request for assistance pursuant to this Agreement or that renders such assistance;
5. "Contravention" shall mean any violation of customs legislation, as well as any attempted violation of such legislation;
6. "Customs Authority" shall mean in the Republic of Slovenia, the Ministry of Finance – Customs Administration of the Republic of Slovenia (Ministrstvo za finance – Carinska uprava Republike Slovenije) and in the Republic of Kosovo – Kosovo Customs;
7. "Personal data" shall mean any information relating to an identified or identifiable individual;
8. "Information" shall mean any data, whether or not processed or analyzed, and documents, reports and other communications in any format, including electronic, or certified or authenticated copies thereof;
9. "Person" shall mean both natural and legal person.

Article 2

Scope of the Agreement

1. The Contracting Parties shall, under the conditions and modalities laid down in this Agreement, assist each other in ensuring the correct application of customs legislation, in order to:
 - prevent and detect contraventions of customs legislation, and
 - prosecute and punish those who infringe customs legislation
2. All assistance under this Agreement shall be rendered in accordance with the domestic law of the requested Contracting Party and within the competence and available resources of the Customs Administration.
3. This Agreement is without prejudice to the obligations of the Republic of Slovenia under the legislation of the European Union concerning its present and future obligations as a Member State of the European Union and any legislation enacted to implement those obligations, as well as its present and future obligations resulting from international agreements between the Member States of the European Union.

Article 3

Assistance on request

1. At the request of the applicant authority, the requested authority shall furnish it with all relevant information to enable it to ensure that customs legislation is correctly applied, including *inter alia*, information regarding the transportation and shipment of goods, the disposition and destination of such goods, as well as their value and origin and information regarding acts committed or planned that contravene or could contravene such legislation.
2. At the request of the applicant authority, the requested authority shall inform it whether the goods exported from the territory of one of the Contracting Parties have been properly imported into the territory of the other Contracting Party, specifying, where appropriate, the customs procedure applied to the goods.
3. At the request of the applicant authority, the requested authority shall take the necessary measures to ensure that surveillance is kept on:
 - a) natural or legal persons of whom there are reasonable grounds for believing that they are contravening or have contravened customs legislation in the territory of the applicant Contracting Party;
 - b) places in which goods are stored in such a way as to give grounds for suspecting that there is an intention illicitly to import them into the territory of the applicant Contracting Party;
 - c) the movement of goods notified by the applicant authority as possibly giving rise to substantial contraventions of customs legislation in the territory of the applicant Contracting Party;
 - d) means of transport for which there are reasonable grounds for believing that they have been, are or could be used in the contravening of customs legislation in the territory of the applicant Contracting Party.

Article 4

Spontaneous assistance

In cases that could involve substantial damage to the economy, public health, public security or that could jeopardize the security of the international chains of supply or other vital interests of one of the Contracting Parties, the customs authorities shall immediately on its own initiative inform each other thereof.

Article 5

Technical assistance

1. Assistance, provided for in this Agreement shall include *inter alia* information regarding:
 - a) enforcement measures that may be of use in the prevention of contraventions;
 - b) new methods used in committing contraventions;
 - c) observations and findings resulting from the successful application of new enforcement aids and techniques, and
 - d) new techniques and improved methods of processing passengers and cargo.
2. The customs authorities of the Contracting Parties shall, if not contrary to their domestic law, also seek to cooperate in:
 - a) initiating, developing, or improving specific training programs for their personnel;
 - b) establishing and maintaining channels of communication between them in order to facilitate secure and rapid exchange of information;
 - c) facilitating effective coordination between them, including the exchange of personnel and experts;
 - d) the consideration and testing of new equipment or procedures;

Article 6

Notifications

At the request of the applicant authority, the requested authority shall, in accordance with its legislation, take all the necessary steps in order to notify the addressee of all the instruments or decisions which emanate from the competent authorities of the country in which the applicant authority is based with regard to the implementation of this Agreement.

Requests for notification, mentioning the subject of the instrument or a decision to be notified, shall be accompanied by a translation in the official language of the requested authority or in English or in a language acceptable to this authority.

Article 7

Form and substance of requests for assistance

1. Requests pursuant to this Agreement shall be made in writing. Documents necessary for the execution of such requests shall accompany the request. When required because of the urgency of the situation, an oral request may be accepted, but it must be confirmed in writing as soon as possible.
2. Requests pursuant to paragraph 1 of this Article shall include the following information:
 - a) the applicant authority making the request;
 - b) the measure requested;
 - c) the object of and the reason for the request;
 - d) the laws, rules and other legal elements involved;
 - e) indications as exact and comprehensive as possible on the case in question and on the natural or legal persons to whom the request relates;
 - f) a summary of the relevant facts, except in cases provided for in Article 6 of this Agreement.
3. Requests shall be submitted in the official language of the requested authority or in English or in a language acceptable to that authority.
4. Assistance shall be carried out by direct communication between the respective customs authorities. In cases in which the customs authority of the requested Contracting Party is not the appropriate agency to comply with a request, it shall promptly transmit the request to the appropriate agency, which shall act upon the request according to its powers under the law, or advise the requesting authority of the appropriate procedure to be followed regarding such a request.
5. If a request does not meet the formal requirements, its correction or completion may be requested. In spite of an incomplete request, the requested authority may take all the necessary steps to safeguard the economic interests or the safety of the Contracting Parties' citizens.

Article 8

Execution of requests

1. The requested authority shall proceed as though it were acting on its own initiative or at the request of another authority in its own country. In considering the request, it shall avail itself of all the legal powers at its disposal within the framework of its national legislation.

2. The customs authority of one Contracting Party shall, upon the request of the customs authority of the other Contracting Party, conduct any necessary investigation, including the questioning of experts and witnesses or persons suspected of having committed a contravention, and undertake verifications, inspections and fact-finding inquiries in connection with the matters referred to in this Agreement.
3. At the request of the applicant authority, the requested authority may, under certain conditions, allow officials of the applicant authority to be present during the examination of relevant documents or during investigation in the territory of its own country, whereby the visiting official shall be assigned the role of observer.

Article 9

Form in which information is to be communicated

1. The requested authority shall communicate the results of enquiries to the applicant authority in the form of documents, reports and similar and, when necessary, orally.
2. Documents referred to in paragraph 1 may be replaced by computerized information produced in any form for the same purpose, any information necessary for the interpretation or utilization of such computerized information shall be furnished along with it.

Article 10

Exceptions to the obligation to provide assistance

1. In cases in which a requested Contracting Party considers that compliance with a request would infringe upon its sovereignty, security, public policy or other substantive national interest, or would violate an industrial, commercial or professional secret, assistance may be refused or compliance may be made subject to the satisfaction of certain conditions or requirements.
2. When a requested Contracting Party finds that the measures necessary to meet the request are obviously disproportionate to the seriousness of the presumed infringement, it may refuse the request.
3. If assistance is refused, the decision and the reasons therefore must be notified to the applicant authority without delay.

Article 11

Protection of personal data

1. Any information received under this Agreement shall be treated as confidential and shall, at least, be subject to the same confidentiality and protection as the same kind of information is subject to under the legal and administrative provisions of the Contracting Party where it is received.
2. Personal data exchange under this Agreement shall not begin unless such data will be afforded, in the territory of the Contracting Party where it is received, a level of protection that satisfies the requirements of the national law of the supplying Customs Authority.
3. Personal data may only be supplied when the supplying Customs Authority is satisfied that such personal data will be protected in the territory of the Contracting Party where it is received, in accordance with paragraphs 4 to 10 of this Article.
4. On request, the Customs Authority receiving personal data shall inform the Customs Authority which supplied that data of the use made of it and the results achieved.
5. Personal data supplied under this Agreement shall be kept only for the time necessary to achieve the purpose for which it was supplied.
6. The Customs Authority supplying personal data shall, to the extent possible, ensure that this data has been collected fairly and lawfully and that it is accurate and up to date and not excessive in relation to the purposes for which it is supplied.
7. If personal data supplied is found to be incorrect or should not have been exchanged, this shall be notified immediately. The Customs Authority that has received such data shall amend or delete it.
8. The Customs Authorities shall record the supply or receipt of personal data exchanged under this Agreement.
9. The Customs Authorities shall take the necessary security measures to protect personal data exchanged under this Agreement from unauthorized access, amendment or dissemination.
10. Either Contracting Party shall be liable, in accordance with its legal and administrative provisions, for damage caused to a person through its use of personal data exchanged under this Agreement. This shall also be the case where the damage was caused by a Contracting Party supplying inaccurate data or supplying data that is contrary to this Agreement.

Article 12

Use of information

1. Information, documents, and other communications received in the course of mutual assistance shall be used solely for the purposes specified in this Agreement, including use in judicial and administrative proceedings.
2. The applicant authority shall not use evidence or information obtained under this Agreement for purposes other than those stated in the request, without prior written consent from the requested authority.
3. Where personal data is exchanged under this Agreement, the customs authorities of the Contracting Parties shall ensure that it is used only for the purposes indicated in the request and according to any conditions that the requested Contracting Party may impose.
4. The provisions of paragraphs 1 and 2 of this article are not applicable to information concerning contraventions relating to narcotic drugs and psychotropic substances. Such information may be communicated to the authorities of the applicant Contracting Party that are directly involved in combating illicit drug traffic.

Article 13

Use as evidence

1. Findings, certificates, information, documents, certified true copies and other papers obtained in accordance with their national law by officers of the requested authority and transmitted to the applicant authority may be used as evidence in accordance with national law by the competent bodies of the country where the applicant authority is based.
2. Originals of files, documents and other materials shall be requested only in cases in which copies would be insufficient. Upon specific request, copies of such files, documents and other materials shall be appropriately authenticated.
3. Originals of files, documents and other materials that have been furnished to the applicant authority shall be returned at the earliest opportunity. Upon request, originals necessary for adjudicative or similar purposes shall be returned without delay.
4. At the request of the customs authority of one Contracting Party, the customs authority of the other Contracting Party shall, at its discretion, authorize its employees, with their consent, to appear as witnesses in judicial or administrative proceedings in the territory of the applicant Contracting Party, and to produce such files, documents and other materials, or authenticated copies thereof, as may be considered necessary for the proceedings. Such a request shall specify the time, place and type of proceedings and in what capacity the employee shall testify.

Article 14

Costs

1. The customs authorities of the Contracting Parties shall waive all claims for the reimbursement of costs incurred in the execution of this Agreement, with the exception of the expenses for fees paid to experts.
2. If expenses of a substantial and extraordinary nature are, or will be, required for a request, the customs authorities of the Contracting Parties involved shall consult to determine the conditions under which the request shall be executed, as well as the manner in which the costs shall be borne.

Article 15

Implementation

1. The implementation of this Agreement shall be entrusted to the customs authorities of the Contracting Parties. They shall decide on all practical measures and arrangements necessary for its application, taking into consideration rules in the field of data protection.
2. After consultation, the customs authorities of the Contracting Parties may issue any administrative directives necessary for the implementation of this Agreement.
3. The customs authorities of the Contracting Parties may arrange for their investigative services to be in direct communication with each other.

Article 16

Entry into force and termination

1. This Agreement shall enter into force on the first day of the second month following the date of the last written notification that all national legal requirements necessary for its entry into force have been fulfilled.
2. The customs authorities of the Contracting Parties agree to meet in order to review this Agreement or to discuss any other customs matters that may arise out of the relationship between them, at the request of one of the customs authorities or at the end of five years from the date of its entry into force, unless they notify each other in writing that no such review is necessary.

3. This Agreement shall be concluded for an indefinite period of time, unless terminated by one of the Contracting Parties with six months notice by means of a written notification. The Agreement shall cease to apply six months following the receipt of such notification.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

Done at Ljubljana on the 23rd day of June 2011 in two originals in the English language.

For the Government
of the Republic of Slovenia

For the Government
of the Republic of Kosovo

Branco Lusi

Mogji