

(Draft)

**AGREEMENT
BETWEEN THE GOVERNMENT OF
THE SLOVAK REPUBLIC
AND THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
FOR THE EXCHANGE OF SCREENING INFORMATION CONCERNING
KNOWN OR SUSPECTED TERRORISTS**

Preamble

The Government of the United States of America (hereinafter referred to as “the United States”) and the Government of the Slovak Republic (hereinafter referred to as “Slovakia”) (hereinafter referred to as “the Parties”);

Having determined that their joint efforts to prevent and address international terrorism should include cooperation in the timely identification of known or suspected terrorists, including the sharing of screening information concerning known or suspected terrorists,

Consistent with Article 27 of the United Nations Convention against Transnational Organized Crime done at New York November 15, 2000, and entered into force September 29, 2003, desiring to establish direct cooperation between law enforcement agencies;

Desiring to establish appropriate procedures for access to, and exchange of, terrorist screening information in order to strengthen the ability of the Parties to protect against acts of terrorism, and

Recognizing that the scope of this information exchange is limited to the stated purpose of performing authorized governmental tasks necessary for preventing and investigating terrorist activities, detecting offenders of terrorist acts, and precluding disclosure of any information that would jeopardize performance of those tasks,

Have reached the following agreement to guide their cooperation in the sharing and use of terrorist screening information:

**Article I
Definitions**

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

1. “Background information” means additional information, beyond terrorist screening information, about known or suspected terrorists.

2. “Classified information” means:

a) for the United States, classified national security information determined pursuant to Executive Order 12,958, as amended, or any predecessor or successor order to require protection against unauthorized disclosure and marked to indicate its classified status when in documentary form.

b) for Slovakia, classified information according to national law.

3. “Correcting information” means any information that is intended to correct a misidentification of a person as a known or suspected terrorist or any other error in data provided under this Agreement.

4. “Need to know” means that an authorized holder of information has concluded that a prospective recipient requires access to specific information in order to perform or assist in a lawful and authorized governmental function related to the purposes of this Agreement.

5. “Providing Party” means, with regard to information provided under this Agreement, the United States or Slovakia, as the case may be.

6. “Receiving Party” means, with regard to information received under this Agreement, the United States or Slovakia, as the case may be.

7. “Relevant Agency” means any national governmental authority, and for the United States, any Federal, State, local, territorial or tribal governmental authority, authorized by national law to have access to information provided under this Agreement or that may be asked, in the event of an encounter as described in Article IV, to provide additional information or take other actions to assist in accomplishing the stated purposes of this Agreement as set forth in the Preamble.

8. “Suspected terrorists” means individuals reasonably suspected to be, or who have been engaged in conduct constituting, in preparation for, in aid of, or related to terrorism or terrorist activities.

9. “Terrorist screening information” means unclassified identifying information about individuals known or suspected to be, or to have been, involved in activities constituting, in preparation for, in aid of, or related to terrorism or terrorist activities.

Article II

Scope of Information Exchange

1. The Parties agree to provide each other access to terrorist screening information in accordance with the purposes and provisions of this Agreement, subject to each Party’s national law, except to the extent the Providing Party determines that provision of such information would be contrary to its national interest.

2. The United States, through the Terrorist Screening Center (hereinafter referred to as the “TSC”) agrees to provide Slovakia access to terrorist screening information.

3. Slovakia, through the Presidium of the Police Force of the Ministry of Interior of the Slovak Republic (hereinafter referred to as the “PPF”), agrees to provide the United States access to terrorist screening information.

4. Terrorist screening information provided under this Agreement shall, at a minimum, include the individual’s full name, known aliases, and date(s) of birth. Passport or other identity document number(s), and current and former nationality/citizenship also may be provided, if known. Any other available identifying information, including biometric data, may be provided as permitted by law and at the discretion of the Providing Party.

5. The Parties agree that information provided under this Agreement may only be used to fulfill lawful and authorized governmental tasks directly related to the purposes of this Agreement as set forth in the Preamble.

6. No classified information shall be required to be exchanged under this Agreement. The Parties may, through their Relevant Agencies, exchange such information pursuant to existing authorities, agreements, or arrangements for doing so.

7. Nothing in this Agreement restricts either Party or its Relevant Agencies from requesting or exchanging information or data through existing agreements or arrangements.

Article III

Information Exchange Procedures

1. On the date this Agreement is signed, each Party shall identify in writing a point of contact for purposes of implementing this Agreement. For the United States this point of contact will be an official of the TSC. For Slovakia this point of contact will be an official of PPF. At the same time, the Parties also shall identify in writing the points of contact responsible for handling encounter, technical, and redress matters arising under this Agreement. This information shall be updated as necessary by each Party.

2. Each Party shall provide its terrorist screening information to the other Party not later than 120 days after this Agreement enters into force. Each Providing Party shall update that information on a regular basis, for the TSC, at least once a week and for the PPF, once a month.

3. If a Party becomes aware that information it received or provided under this Agreement may be materially inaccurate, such Party, subject to its national laws and/or regulations, shall advise the other Party as soon as practicable and provide correcting information. The United States shall make regular electronic updates (including corrections) to its terrorist screening information pursuant to paragraph 2 of this Article, but need not provide notice when such updates are made.

Article IV

Implementing Arrangements

The categories of individuals included in the terrorist screening information to be provided by each Party under this Agreement and the procedures to be followed in the event that the Receiving Party or a Relevant Agency thereof encounters an individual who is a potential match to terrorist screening information from the Providing Party are set forth in Annexes A and B of this Agreement, which shall be an integral part of this Agreement.

Article V

Use and Protection of Information

Accuracy of Information

1. The Receiving Party shall use the most current terrorist screening information it receives from the Providing Party under this Agreement to conduct terrorist-related screening. The Receiving Party shall expeditiously update its records (i.e., correct, modify or delete) when it becomes aware of a change to an individual's watch list status. The Receiving Party agrees not to use or rely upon information received under this Agreement, when it has been superseded by new information, or if this Agreement is terminated, except as provided in paragraph 13 of this Article. The Providing Party is responsible for the accuracy of the information it provides under this Agreement.

Protection from Disclosure

2. Disclosure of the information received under this Agreement is subject to each Party's respective national law. In recognition that disclosure of information received under this Agreement could jeopardize the performance of authorized governmental tasks related to the purposes of this Agreement as set forth in the Preamble, each Party shall protect information received under the terms of this Agreement, including a complaint under Paragraph 14, from public disclosure or disclosure to the individual to the maximum extent permitted by its national law.

3. In recognition that disclosure of information received under this Agreement could jeopardize the performance of authorized governmental tasks related to the purposes of this Agreement as set forth in the Preamble, each Party shall protect information received under the terms of this Agreement, including a complaint under Paragraph 14, from public disclosure or disclosure to the individual to the maximum extent permitted by its national law.

4. The Receiving Party shall limit access to information it receives from the Providing Party under this Agreement solely to its personnel and Relevant Agencies on a need-to-know basis and only for the purposes of preventing and addressing international terrorism as set forth in the Preamble.

5. Unless the Providing Party provides written consent, any other disclosure of information received under this Agreement shall be strictly prohibited, including but not limited to:

- a) use in any legal or administrative proceeding or process, any judicial or quasi-judicial process, or in any process that could result in public disclosure;
- b) disclosure to a third-party foreign government;
- c) disclosure to an international organization;
- d) disclosure to private parties, including the subject of terrorist screening information; and
- e) disclosure of any information regarding whether or not an individual is the subject of terrorist screening information provided under this Agreement.

6. Any reproduction, dissemination, or communication of any information provided by the Parties under this Agreement, other than name, date of birth, passport number, passport country of origin, or citizenship, must be accompanied by a statement describing the use and disclosure restrictions set forth in paragraphs 3 and 4 of this Article.

7. Requests for consent to a disclosure shall be made under the following procedures: if the Receiving Party is interested in obtaining authorization to use any terrorist screening information provided under this Agreement in any legal or administrative proceeding or process, any judicial or quasi-judicial process, or in any process that could result in public disclosure, the Receiving Party shall first contact the Providing Party through its point of contact, which will endeavor to obtain permission from the Relevant Agency that originated the information.

8. Any ambiguity or question relating to the disclosure of information exchanged under this Agreement shall be the subject of consultations between the Parties as described in Article VI.

Security of Information

9. Each Party shall use appropriate electronic security safeguards to control access to information obtained under this Agreement.

10. Each Party shall use appropriate physical security safeguards to control access to information obtained under this Agreement and, at all times, shall store such information in a secure storage system in accordance with its national law.

Oversight and Monitoring

11. Each Party shall monitor its respective compliance with the provisions of this Agreement pertaining to the protection of information and shall communicate with the other Party, as appropriate, regarding protection and security issues.

12. Each Party shall ensure that all personnel with access to information obtained under this Agreement are trained in the safeguards required to protect the information. Each Party shall keep a record of the individuals who are permitted access to the other Party's information and shall report to the other Party any attempts to gain inappropriate access to or inappropriately use or disclose information provided by the other.

13. Each Party shall keep an audit record regarding when information obtained under this Agreement was received, how long such information was held, and how it was used, and shall make such information available to the Providing Party, if requested.

14. In the event that either Party terminates this Agreement, each Party shall destroy all information obtained under this Agreement, to the extent practicable, unless otherwise mutually agreed in writing or unless such destruction would be contrary to a Party's record retention or legal requirements. Nothing in this paragraph, however, prohibits the Receiving Party or Relevant Agencies thereof from retaining records of any encounters of individuals identified in terrorist screening information provided by the Providing Party. Each Party shall use the most stringent procedures that are in place for the disposal of sensitive personal data and/or national security information.

Redress

15. Each Party shall have or establish procedures for individuals to register complaints related to screening. If a Party receives a complaint related to information provided by the other Party, the Party receiving the complaint shall provide a copy of the complaint to the other Party and consult, as appropriate, with respect to any actions to be taken. Where appropriate, corrections shall be made to information provided under this Agreement by the Party that provided the information. The fact that a copy of the complaint was sent to the other Party or that it pertains to information provided by the other Party under this Agreement shall not be disclosed to the individual registering the complaint or to any other private party.

16. Complaints shall be accompanied by a copy of an identity document such as a passport or other government-issued photo identification that contains the individual's full name, date of birth and country of citizenship. Complaints sent to the United States shall be translated into English before transmission. Complaints sent to Slovakia shall be translated into Slovak before transmission. Complaints shall be transmitted to the Party's redress points of contact.

Article VI Consultation

1. The Parties shall consult regularly through their points of contact to promote the most effective implementation of this Agreement and to settle disputes, as necessary.

2. Disputes that may arise relating to the interpretation, application, or implementation of this Agreement that cannot be settled through consultations between the points of contact shall be settled through diplomatic channels.

Article VII Relationship to Other Arrangements

1. The terms of this Agreement shall not prejudice or restrict any other agreement or arrangement between the Parties, including agreements or arrangements related to law enforcement, exchange of information, or counterterrorism efforts.

2. Nothing in this Agreement shall provide a private right of action against the United States.

Article VIII Final provisions

1. This Agreement shall enter into force on the thirtieth (30th) day after the date of the last written notification between the Parties that they have completed all internal procedures required under their national law for entry into force.

2. Either Party may terminate this Agreement by giving 30 days written advance notice to the other Party. All responsibilities and understandings with respect to the use and disclosure of all information received under this Agreement prior to the termination of this Agreement shall survive such termination.

3. This Agreement may be amended by written agreement of the Parties at any time. Amendments shall enter into force in the same way as this Agreement.

Done, in duplicate, at,2008,
in the Slovak and English languages, both texts being equally authentic.

**For the Government
Of the Slovak Republic**

**For the Government
of the United States of the America**