

## **LAW ENFORCEMENT**

### **Information Exchange**

**Agreement Between the  
UNITED STATES OF AMERICA  
and BULGARIA**

Signed at Washington March 23, 2015

Entered into force September 17, 2020



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE UNITED STATES OF AMERICA**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF BULGARIA**  
**ON**  
**THE EXCHANGE OF TRAVELER INFORMATION**

The Government of the United States of America and the Government of the Republic of Bulgaria, (hereinafter collectively "the Parties"),

Convinced of the urgent need to enhance international cooperation in jointly devising and adopting practical measures for the prevention of terrorism and transnational crime;

Recognizing the benefits of extending the existing close cooperative relationship between the Republic of Bulgaria and the United States of America, particularly in mitigating the risk terrorism and serious crime present to our borders and transportation networks, consistent with the Agreement between the Government of the Republic of Bulgaria and the Government of the United States of America on Enhancing Cooperation in Preventing and Combating Serious Crime, signed at Sofia on October 10, 2012 and entered into force, with the exception of Articles 7 through 9, March 26, 2013 (hereinafter "the PCSC Agreement") and the Agreement between the Government of the Republic of Bulgaria and the Government of the United States of America for the Exchange of Terrorism Screening Information, signed at Washington March 19, 2014 and entered into force March 19, 2014 (hereinafter "the HSPD-6 Agreement");

Further recognizing the importance and mutual benefits of evaluating traveler information as a means of combating terrorism and transnational crime;

Desiring to enhance the security of the Republic of Bulgaria, the United States of America, and other affected nations;

Having regard for the effective implementation of similar agreements and programs to maintain the security of our societies and citizens worldwide;

Desiring to cooperate in the use of traveler information to facilitate secure international air travel;

Seeking to benefit from the improved ability to identify the movements of known or suspected terrorists and other transnational criminals, detect potential threats to the security of their nations, and develop a better understanding of terrorist and transnational crime networks and activities;

Acting consistently with the Agreement Between the United States of America and the European Union on the Use and Transfer of Passenger Name Records to the United States Department of Homeland Security, signed at Brussels on December 14, 2011 ("U.S.-EU- PNR Agreement"), with particular regard to Article 18 of that Agreement; and

Seeking, within this context of intensified cooperation, to explore opportunities for further bilateral initiatives, to include cooperation in advisory, screening and facilitation programs related to air travel, as well as related training and exchange programs between the Parties, which are intended to benefit both countries;

HEREBY agree as follows:

## **ARTICLE 1**

### **PURPOSE AND SCOPE**

This Agreement establishes a framework between the United States and Bulgaria for the Parties to utilize their respective border and terrorist screening methodologies and applications and data to identify specific individuals engaged in any international travel who are likely to pose a risk to the other Party, therefore affording the Parties a greater opportunity to prevent, detect, investigate, and prosecute terrorism and other serious crime by such individuals, their associates, and/or supporters, and facilitating the movement of legitimate travel between Bulgaria and the United States of America.

## **ARTICLE 2**

### **DEFINITIONS**

"Traveler information" means personal and other information relating to risk assessments of international travelers, traveling on flights to or from Bulgaria or the United States, including both passengers and crew. Such information shall include data derived from:

1. Advance Passenger Information (API): specific passenger and crew biographic data and other flight details collected prior to departure and provided by the carrier; and

2. Passenger Name Records (PNR): the records created by air carriers or their authorized agents for each journey booked by or on behalf of any passenger and contained in carriers' reservation systems, departure control systems, or equivalent systems providing similar functionality.

### **ARTICLE 3**

#### **COMPETENT AUTHORITIES**

The competent authorities responsible for the implementation of this Agreement shall be as follows:

(1) For the Republic of Bulgaria:

- a. The Ministry of Interior (MoI); and
- b. The State Agency for National Security (SANS), particularly with regard to the functions of a National Passenger Information Unit and the National Counterterrorism Center.

(2) For the United States of America:

The United States Department of Homeland Security (DHS), through U.S. Customs and Border Protection (CBP).

### **ARTICLE 4**

#### **PRINCIPLES OF COOPERATION**

(1) The Government of the Republic of Bulgaria, through its competent authorities under Article 3, subject to the availability of funds and as appropriate and as authorized by law, shall:

- a. Take all necessary steps to require that commercial air carriers provide traveler information in real time to the Government of the Republic of Bulgaria, directly or through the carriers' service providers;
- b. Review all traveler information which it receives from commercial air carriers to achieve the purpose described in Article 1 of this Agreement, in addition to other appropriate domestic purposes;
- c. In accordance with, and to the extent authorized by applicable laws and policies, provide real time notification to the Government of the United States of America, through its competent authorities under Article 3 of this Agreement, of high-risk travelers, based

on mutually identified parameters, and any identified matches to mutually developed lists of high risk travelers; and

d. Handle terrorism screening information in accordance with the HSPD-6 Agreement.

(2) The Government of the United States of America, through its competent authorities under Article 3 of this Agreement, subject to the availability of funds and as appropriate and as authorized by law and consistent with policy, shall:

a. Share best practices with the Government of the Republic of Bulgaria, through its competent authorities under Article 3 of this Agreement, in connection with the development of the technical means to review the traveler information as described in Article 4(1) of this Agreement;

b. Review all traveler information received pursuant to this Agreement;

c. Notify the Government of the Republic of Bulgaria, through its competent authorities under Article 3 of this Agreement and through appropriate channels, of identified matches to mutually developed lists or risk scenarios of high-risk travelers, and/or other mutually identified parameters provided by the authorities under Article 3 of this Agreement;

d. In accordance with and to the extent authorized by applicable laws and consistent with applicable policies, provide as appropriate to the Government of the Republic of Bulgaria, through its competent authorities under Article 3 of this Agreement and/or to its designees, the results of DHS reviews of such traveler information, which relate to the following purposes:

i. Contributing to the identification of previously unknown terrorists or serious criminals, or the disruption of acts of terrorism or serious crime;

ii. Detection or tracking of terrorist and transnational criminal networks or activities;

iii. Identification of other persons who may pose a threat to the security of the Republic of Bulgaria and/or the United States of America and their respective citizens; and

iv. Other purposes consistent with this Agreement, as mutually agreed by the Parties.

(3) Both Parties shall:

- a. Collect, maintain, use, and disseminate information received pursuant to this Agreement in compliance with applicable laws, international agreements, and their respective policies, including those relating to protection of privacy, civil rights, and civil liberties;
- b. Handle any information exchanged under this Agreement in accordance with the PCSC Agreement;
- c. Use, handle, protect, store and delete any PNR data exchanged under this Agreement in accordance with the U.S.-EU. PNR Agreement, or any related subsequent agreement;
- d. Afford at least the same degree of confidentiality to the information received pursuant to this Agreement, as each Party applies to similar information in its custody;
- e. Cooperate to define mutually acceptable risk thresholds for determining when traveler information or other data about an identified individual shall be exchanged;
- f. Limit the collection, use, disclosure, and retention of personally identifiable information or data exchanged between the Parties to that which is necessary for the purposes as set forth in this Agreement. Personally identifiable information shall be protected by administrative, technical and physical safeguards appropriate to the sensitivity of the information. Personally identifiable information shall only be disclosed to authorized individuals with a need to know and only for uses that are consistent with the stated purposes under this Agreement and for which the information was originally collected; and
- g. Notify each other in a timely manner of any data errors that are discovered with respect to information exchanged under this Agreement.

## **ARTICLE 5**

### **PRINCIPLES OF COLLABORATION AND IMPLEMENTATION**

To support the implementation of this Agreement, the Parties, through their competent authorities under Article 3 of this Agreement, shall discuss and mutually develop additional specific steps (*Standard Operating Procedures*) detailing, *inter alia*, methods of cooperation; information technology requirements; staffing and training needs and requirements; procedures for mutual assessment of the results of the review referred to in Article 4 of this Agreement, and appropriate privacy and other protections for their respective handling of traveler information and/or other information exchanged pursuant to this Agreement. A separate Interconnection Security Agreement shall be signed by the Parties before any information may be electronically exchanged under this Agreement via system-to-system connectivity.

## ARTICLE 6 **RESPONSIBILITIES**

(1) Subject to the availability of funds and as appropriate and as authorized by law, the Republic of Bulgaria shall provide or fund, as appropriate:

- a. Computer hardware and software located in the Republic of Bulgaria for purposes of carrying out this Agreement;
- b. Data transmission circuits from appropriate Republic of Bulgaria authorities;
- c. MoI and SANS personnel to work with DHS personnel assigned to this program pursuant to this Agreement;
- d. The salaries and travel costs of MoI and SANS personnel during training and subsequent assignment to carry out activities under this Agreement to be covered by the respective Bulgarian authority.

(2) Subject to the availability of funds and as authorized by law, the Government of the United States of America shall provide or fund, as appropriate:

- a. DHS personnel to work with MoI and SANS personnel assigned to this program to assist in implementing the terms of this Agreement;
- b. The salaries, transfer, and travel costs of DHS personnel during training and subsequent assignment to carry out activities under this Agreement;
- c. Computer software tools to be specially licensed by DHS/CBP for the storing and analysis of data gathered to implement this Agreement, to be located in the Republic of Bulgaria;
- d. Data transmission costs between the Republic of Bulgaria and the United States pursuant to this Agreement, including hardware and transmission fees.

(3) For the purpose of this Agreement, any import duties, value-added taxes (VAT), fees or other similar public receivables that are assessed by the Republic of Bulgaria against property imported by the United States in connection with this Agreement, shall be paid by the respective Bulgarian beneficiaries. Any such receivables shall not be assessed against the United States or paid from United States foreign assistance funds.



**ARTICLE 7**  
**CONSULTATION AND DISPUTE RESOLUTION**

(1) The Parties, through their competent authorities under Article 3 of this Agreement, shall consult on the effectiveness of the program and conduct a joint evaluation at the end of six months from the effective date of this Agreement and thereafter at such interval as agreed to by the Parties.

(2) The Parties shall resolve any issues regarding the interpretation or application of this Agreement by consultation between the Parties, and shall not refer any such issue to any international tribunal or third party for settlement.

**ARTICLE 8**  
**EFFECTIVE DATE AND DISCONTINUANCE**

(1) This Agreement shall be provisionally applied upon signature and shall enter into force upon the date of the last note in an exchange of notes between the Parties indicating the completion of their internal procedures necessary for entry into force of this Agreement.

(2) This Agreement may be amended upon written agreement of the Parties.

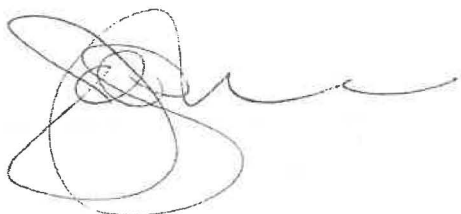
(3) Either Party may terminate this Agreement by providing ninety (90) days advance written notification to the other Party.

**ARTICLE 9**  
**INTERPRETATION**

Nothing in this Agreement is intended to derogate from or amend the laws of the Republic of Bulgaria or the United States of America or any international obligation to which either Party is bound.

Signed at Washington....., on March 23.....2015, in two originals, each in the English language.

**FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:**



**FOR THE GOVERNMENT OF THE  
REPUBLIC OF BULGARIA:**

