

**FINAL ACTION PLAN OF THE IMPLEMENTATION GROUP (IG) FOR THE  
TECHNICAL PROTOCOL ON IBM**

**Implementation Matrix**

<b>Number ToRs</b>	<b>Required Action</b>	<b>Responsible party</b>	<b>Supported by</b>	<b>Deadline for completion</b>
<b>2.2.1</b>	The Parties will commence by establishing and operating the 4 'CPs/ZCP' at Jarinje/Rudnica-Jainjë/Rudnice, Dheu i Bardhë/Konqul-Bela Zemlja/Konçulj, Tabaliqe/Brnjak/ Tabavije/Bërnjak and Merdare/Merdarë-Merdare/Merdare. The establishment and operating of the remaining 'CPs/ZCP' at Depce/Muçibabë-Depce/Muçibaba and Mutivode/Mutivode-Mutivodë/Mutivode will be commenced at a later stage. After the completion of the first four 'CP/ZCP' the work on the establishment of the two last remaining 'CP/ZCP's', as stipulated in the Technical Protocol, will commence.			
	Discussions on location for 'permanent' common crossing points	IG	NA	Way forward agreed on 04 December 2012
	The IBM IG has proposed locations for the "permanent" common crossing points. Further discussions will take place on 12/13 December 2012 <sup>1</sup> . An EU funded implementation project will start as soon as operationally feasible.			
<b>2.2.2</b>	Subject to funding not being immediately available for the development of the 'CP/ZCP' the Parties will explore the possibility for the establishment of interim facilities for the presence of services at the above mentioned 4 'CPs'.			
	Agreement on location and timing for establishment 'interim' common crossing points	IG	NA	Agreed on 04 December 2012
	The Parties, on 04 December 2012, agreed for the 'interim' common crossing points Jarinje /Rudnica-Jarinjë/Rudnice and Merdare /Merdarë-Merdare/Merdare to become fully operational on 10 December 2012, 08.00.  The Parties agreed on 04 December 2012 for the 'interim' common crossing points Bela Zemlja /Konçulj-Dheu i Bardhë /Konqul, Tabavije /Bërnjak- Tabaliqe/Brnjak to become fully operational on 31 December 2012, 08.00.			
<b>2.2.3</b>	The Parties will establish mechanisms for the purpose of exchanging information, intelligence and other data, without prejudice to any obligation that the Parties have entered into with the EU and/or other international organisations, from the areas which are or may be of relevance to the prevention, detection and investigation of criminal activities, as well as for the protection of lives and health of people, animals and			

<sup>1</sup> In line with point 7 of the IBM agreed conclusions, and in particular sentence two, this decision is without prejudice to potential de-escalations.

	plants, environment and food safety, in their respective areas of responsibilities. These mechanisms will include the exchange of statistics on the movement of persons and goods. The EU will make best efforts to facilitate that the Parties to the IG will exchange information through the use of EU established regional initiatives/projects/systems (i.e. Systematic Electronic Exchange of Data (SEED etc.)			
	Agreement on information exchange procedures	IG	NA	Agreed on 04 December 2012
	<p style="text-align: center;"><b>Procedures on information exchange related to the functioning of the ZCPs</b></p> <p>In line with the IBM agreed Dialogue conclusions of 2<sup>nd</sup> December 2011, in particular Section E, article 35 of the Technical Protocol for implementation of the IBM, the Parties have agreed on the following procedures for the exchange, processing and use of information:</p> <p><b>Definitions</b></p> <ol style="list-style-type: none"> <li>1) “personal data” means any data relating to an identified or identifiable natural person: an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;</li> <li>2) “processing of personal data” (hereafter referred to as “processing”) means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;</li> <li>3) “information” means personal and non-personal data.</li> </ol> <p><b>A) Basic principles</b></p> <ol style="list-style-type: none"> <li>(1) The Parties will exchange relevant information, including operational and personal data, for the purpose of preventing, detecting and investigating criminal activities as well as to protect the lives and health of people, animals and plants. Data exchange also aims to protect the environment and food safety in their respective areas of responsibilities. Data exchange includes sharing of statistics regarding movement of persons, vehicles and goods and statistics on illegalities detected.</li> <li>(2) The exchange of information and other data will be done without any prejudice to any obligations that the Parties have entered into with the EU and/or other International Organizations/entities.</li> </ol> <p><b>B) Exchange of information</b></p>			

	<p>(1) The Parties shall exchange the following information relevant for the smooth operation at the “ZCP”:</p> <ul style="list-style-type: none"><li>• Inform one another of the relevant laws, rules, regulations and other information relevant for the prevention of illegal activities, which are applied in their separate areas of responsibilities;</li><li>• Assist one another in all areas related to any kind of illicit, criminal or in any other way illegal activities at the border/boundary between their separate areas of responsibilities;</li><li>• Information relevant for preventing, detecting and investigating criminal activities, especially human trafficking, illegal migration, smuggling, drug trafficking, illegal trade of weapons, explosives and ammunition.</li><li>• Inform one another of all activities, course of events or events which refer to the implementation of laws regarding illegal activities over the border/boundary;</li><li>• Inform one another of problems and emergencies which affect the “ZCP”, indication of emergency at the “ZCP”, indication of the situation which affect the control of people, vehicles and goods at the “ZCP”;</li><li>• Inform one another regarding goods and mutually synchronized supporting documentation for shipments, including certificates of the origin of the goods, as well as those which undergo the veterinary and/or phytosanitary examination;</li><li>• Inform one another of the outbreak of particularly dangerous contagious diseases of animals, harmful organisms on plants, plant products and appropriate facilities as well as the measures which are taken for their control and eradication;</li><li>• Inform one another of the food which has been determined as unsafe;</li><li>• Facilitated by the EULEX, in line with, and for the duration of its mandate, any assistance provided by the Parties will be carried out to the extent to which it is permitted by their separate currently applicable laws and within the limitations of their competencies, abilities and resources;</li></ul> <p><b>C) Procedures for exchanging information</b></p> <p>(1) Information from section B will only be exchanged in writing by fax and electronic addresses, facilitated by EULEX in line with, and for the duration of its mandate. Personal data exchanged by the Parties shall be protected through</p>
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technical and organisational measures. The provisions regulating the supply of personal data are set out in Section E;

- (2) Information can be exchanged during regular meetings, facilitated by EULEX in line with, and for the duration of its mandate;
- (3) An oral request will be admitted only in case of an emergency and provided that the request and the respective answer are recorded in brief in a special journal and confirmed in writing within 24 hours after the oral request has been made;
- (4) The requesting Party will explain the purpose of the request and how the information will be used;
- (5) All requests and answers will be duly registered and archived by each Party;
- (6) Any written communication will be performed in Serbian, Albanian/Albanian, Serbian and/or English.

**D) Processing and use of exchanged information and other data**

- (1) All information processed, used and exchanged will be used by the Parties only and solely for the purposes as established in Section A (Basic Principles);
- (2) The Parties will not make any information exchanged available to any other Party, except for the circumstances described in Section A;
- (3) All information exchanged will be processed and used by each Party in full compliance with their respective domestic and EU data protection legislation;

**E) Supply of personal data by the Parties**

- 1) Where personal data are transmitted by the Parties, the personal data may only be used for the purposes for which the request has been made. Where personal data are transmitted without a specific request, at the moment of transmission of the data or before, the purpose for which the data were transmitted shall be indicated, and any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms. Where the need for such restrictions becomes apparent after the supply, the Parties shall inform one another of such restrictions at a later stage.
- 2) The Parties shall comply with the following conditions for all transmissions of personal data:
  - 1) after receipt, the Parties shall determine without undue delay, whenever possible within three months of receipt if and to what extent the data

	<p>which have been supplied are necessary for the purpose for which they were supplied;</p> <ol style="list-style-type: none"><li>2) the data shall not be communicated by the Parties to third States or bodies, except with the prior consent of the other Party;</li><li>3) onward transmission of the data by the initial recipient shall be restricted to the competent authorities of each Party, as set in Section G, Article (2), and shall take place under the same conditions as those applying to the original transmission;</li><li>4) the supply must be necessary in individual cases for the purpose specified in section A;</li><li>5) any conditions on the use of the data specified by the Parties must be respected;</li><li>6) when data are supplied on request, the request for the data must specify indications as to the purpose of and the reason for the request. In the absence of such indications, the data shall not be transmitted;</li><li>7) the data may be used only for the purpose for which they were communicated;</li><li>8) the data shall be corrected and deleted by each Party if it emerges that they are incorrect, inaccurate, no longer up to date or should not have been transmitted;</li><li>9) the data shall be deleted when they are no longer necessary for the purpose for which they were transmitted.</li></ol> <p>10) The Parties shall ensure that the personal data received from the other Party are protected through technical and organisational measures. Such measures shall only be necessary where the effort they involve is proportionate to the objective they are designed to achieve in terms of protection, and will be designed to:</p> <ol style="list-style-type: none"><li>1) deny unauthorised persons access to data processing equipment used for processing personal data,</li><li>2) prevent the unauthorised reading, copying, modification or erasure of data media,</li><li>3) prevent the unauthorised input of personal data and the unauthorised inspection, modification or deletion of stored personal data,</li><li>4) prevent the use of automated data processing systems by unauthorised persons using data communication equipment,</li><li>5) ensure that persons authorised to use an automated data processing system only have access to the personal data covered by their access authorisation,</li><li>6) ensure that it is possible to verify and establish to which bodies personal data may be transmitted using data communication equipment,</li><li>7) ensure that it is subsequently possible to verify and establish which personal data have been input into automated data or processing systems and when and by whom the personal data were input,</li><li>8) prevent unauthorised reading, copying, modification or deletion of personal data during transfers of personal data or during transportation</li></ol>
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	<p>of data media,</p> <p>9) ensure that installed systems may, in case of interruption, be immediately restored,</p> <p>10) ensure that the functions of the system perform without fault, that the appearance of faults in the functions is immediately reported and that stored personal data cannot be corrupted by means of a malfunctioning of the system.</p> <p>11) Personal data revealing racial origin, political opinions or religious or other beliefs, or concerning health and sexual life shall only be supplied in absolutely necessary cases and in addition to other information.</p> <p>12) No personal data shall be supplied where an adequate level of data protection is no longer guaranteed.</p> <p>13) Where one of the Parties notes that the transmitted personal data are inaccurate, no longer up to date, or should not have been transmitted, they shall inform the other Party thereof forthwith. They shall request confirmation that the data will be corrected or deleted.</p> <p>14) The Parties shall keep a record of all communications of personal data under this Article and of the grounds for such communications.</p> <p>15) Storage of personal data transmitted by the Parties may not exceed a total of three years. Each time limit shall begin to run afresh on the date on which an event leading to the storage of that data occurs. If through the application of this paragraph the total storage period of personal data transmitted by the Parties exceeds three years, the need for continued storage shall be reviewed annually and the review documented.</p> <p><b>F) Classified information exchange and protection</b></p> <p>(1) The Parties, facilitated by the EU, aim at establishing procedures for the exchange of classified information;</p> <p><b>G) Meetings at Local, Regional and Central level</b></p> <p>(1) The Parties will organise regular meetings at all relevant levels (local, regional and central).</p> <p>(2) Meetings at local, the “ZCP” level will take place at least once a week, between the competent authorities, in line with requirements, such as Customs, Police, Phytosanitary and Veterinary, auxiliary and other services of each Party at the “CP”. These competent authorities will agree on their own ToRs;</p>
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- (3) Meetings at the regional level will take place at least once a month, between the respective officials in charge of the “ZCP” of the region. The respective officials will agree on their own ToRs;
- (4) Meetings at the central level will be held at least twice a year, between the respective heads of agencies of the parties. The respective heads of agencies will agree on their own ToRs;
- (5) The meeting place will alternate between the Parties. The inviting party will draft an official record, which will be agreed with other party;
- (6) EULEX, in line with, and for the duration of its mandate, will facilitate all meetings at local, regional and central level.

**H) Settlement of disputes**

- (1) Disputes arising from the implementation of these procedures will be settled by the Parties, facilitated by the EU. In case a dispute settlement cannot be reached, the dispute will be addressed by the IG.

**I) Final principles**

- (1) This document is an integral part of the Technical Protocol.

**Annex A) Template Information Exchange Request**

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**Information Report**

Org anis		Date and	
Information Source Ref.		Regis ter	

**Deadline required by:**  
1

<b>Report</b>			
Per		D	B

Description of the		
<b>Actions taken by reporting unit</b>		
<b>Actions expected expected by addressee</b>		
<p style="text-align: center;"><b><u>Annex B) Means of Exchanging such requests</u></b></p> <p>In line with the 'procedures on information exchange related to the functioning of the ZCPs', in particular Section C and Section G the Parties agree to the following means for communication exchange:</p> <p><b><u>I. Email</u></b></p>		

The Parties agree to create for each of the ZCPs an email account on an ‘Outlook.com’ Microsoft server, consisting of a combination of two location names in Albanian and Serbian. The language of the Party that is in charge of the respective ZCP will be used first.

These email addresses will be used to send email to each other via EULEX, in line with, and for the duration of its mandate. EULEX, in line with, and for the duration of its mandate, will act as a link only and will not alter the original correspondence sent by a Party.

**Email addresses**

- **Display name:** *Rudnica – Jainjë;*    **email address:**    *Rudnica-Jainje@outlook.com*
- **Display name:** *Bërnjak – Tabalije;*    **email address:**    *Bernjak-Tabalije@outlook.com*
- **Display name:** *Merdarë – Merdare;*    **email address:**    *Merdare-Merdare@outlook.com*
- **Display name:** *Konçulj – Dheu i Bardhë;*    **email address:**    *Konculj-Dheu i Bardhe@outlook.com*

**II. Fax Communication**

The Parties agree to send faxes to EULEX, in line with, and for the duration of its mandate. EULEX, in line with, and for the duration of its mandate, will act as a link only and will not alter the original correspondence sent by a Party.

**Fax numbers** (also backup for email communication)

- **Receiving number:**    +381 38 512 947
- **Transmitting number:**    +381 38 510 472

**III Telephony communication**

The Parties agree, for direct verbal communication or the setting up of meetings at local, regional or central level, to use the following telephone numbers to enable the facilitation of EULEX in line with, and for the duration of its mandate:

**Phone numbers** (EU IBM Facilitating Office, Duty Desk)

- **Office number:**    +381 38 511 638
- **Mobile number:**    +377 44 724 904

**IV Facilitation of communication**

Each Party will individually provide EULEX, in line with, and for the duration of its mandate, with relevant email addresses, fax numbers and phone numbers to ensure a smooth facilitation of information exchange as above.

Any written communication will be performed in Serbian, Albanian and/or English.

Each Party, as well as EULEX, in line with, and for the duration of its mandate, will duly register and archive all requests and answers.

**V Backup**

**Email addresses**

All Outlook.com accounts are backed up on Microsoft Backup Servers. Additionally they will be archived / backed up by SITCEN. Below is additional set of email accounts crated on Gmail.com servers

- **Display name:** Rudnica – Jainjë; **email** [Rudnica.Jainje@gmail.com](mailto:Rudnica.Jainje@gmail.com) **address:**
- **Display name:** Bërnjak – Tabalije; **email** [Bernjak.Tabalije@gmail.com](mailto:Bernjak.Tabalije@gmail.com) **address:**
- **Display name:** Merdarë – Merdare; **email** [Merdare.Merdare@gmail.com](mailto:Merdare.Merdare@gmail.com) **address:**
- **Display name:** Konçulj – Dheu i Bardhë; **email** [DheuiBardhe@gmail.com](mailto:DheuiBardhe@gmail.com) **address:** [Konculj-](mailto:Konculj-)

**Fax numbers**

If “Receiving” fax fails the “Transmitting” one can still receive documents (and vice versa)

**Phone numbers** (EU IBM Facilitating Office, Duty Desk)  
Office and mobile phone numbers backup-up each other.

**Pristina has submitted the following contact details:**

1. Jarinje/Rudnica	Police.	Customs
Phone	038 5080 1640 +381 656834328	028/590-681
Fax.	038 5080 1637	
E-mail	<a href="mailto:Porta1@kosovopolice.com">Porta1@kosovopolice.com</a>	<a href="mailto:pkkjarinje@dogana-ks.org">pkkjarinje@dogana-ks.org</a>
2. Bernjak/Tabanije		
Phone.	038 5080 1637 +381 656834331	028/590-681
Fax.	038 5080 1640	
E-mail.	<a href="mailto:Porta31@kosovopolice.com">Porta31@kosovopolice.com</a>	<a href="mailto:pkkbernjak@dogana-ks.org">pkkbernjak@dogana-ks.org</a>
3. Merdare		
Phone.	038 570 241. +377 44 344 837	038 571 610
Fax.	038 570 241	
E-mail.	<a href="mailto:Porta3@kosovopolice.com">Porta3@kosovopolice.com</a>	<a href="mailto:pkkmerdare@dogana-ks.org">pkkmerdare@dogana-ks.org</a>

4. Dheu i Bardhe/Konqul				
Phone.	0280 320 644.		0280 390 083	
	+377 44 244 041			
Fax.	0280 320 644			
E-mail.	Dheuibardhe@ <a href="mailto:Dheuibardhe@kosovopolice.com">kosovopolice.com</a>		<a href="mailto:pkkdheuibardhe@dogana-ks.org">pkkdheuibardhe@dogana-ks.org</a>	
<b><u>Belgrade has submitted the following contact details:</u></b>				
Telephones	+381113617855			
	+381113617870			
E-mail	<a href="mailto:stabapkm@mup.gov.rs">stabapkm@mup.gov.rs</a>			
Fax	+381113617871			
Agreement on way forward regarding SEED	IG	NA	Agreed on 04 December 2012	
The Parties agreed to exchange Customs related information electronically through SEED in line with established SEED practice. This exchange will commence as soon as possible but not later than 31 December 2012, 7.59. This agreement is without prejudice to the discussion on regional organizations that is taking place at the PM level. Each Party will commit itself unilaterally vis a vis the EU to implement this in line with above. As agreed between the Parties already, any other trade related information exchange will be effected through the procedures on information exchange. The Pristina Party emphasised that, as a compromise, they do not consider the IBM Technical Protocol to be fully implemented unless they have full access to IBM related regional organisations such as MARI and SELEC. The IBM IG agreed to advise the higher political level to address this matter.				
<b>3.1.1.</b>	Establish Technical Working Groups (TWG's)			
Agreed on set up of Technical Working Groups and their meeting schedule	IG	NA	Agreed 05/06 November 2012	
TWGs meet regularly. IG is reviewing their findings constantly				
<b>3.3.1</b>	The IG will, in agreement with the Parties, determine the shift pattern of the Customs and Police, and the presence of Veterinary, Phytosanitary, Auxiliary and other services at the 'CP/ZCPs' in line with Article 19 of the Technical Protocol. The shift patterns will be harmonised between the Parties in order to ensure an uninterrupted flow of persons, vehicles and goods across each of the 'CP/ZCPs'. Processing / movement of livestock will be undertaken at the 'CP/ZCP's Merdare/Merdarë-Merdare/Merdare and Jarinje/Rudnica-Jainjë/Rudnice			
Agree shift patterns/harmonisation of procedures	IG	NA	Agreed on 03/04 December 2012	
As regards <u>Police procedures</u> , the Parties agreed that they are sufficiently similar as				

	<p>they are now and no further harmonization is required.</p> <p>As regards <u>Customs procedures</u>, the Parties agreed that they are sufficiently similar as they are now and no further harmonization is required.</p> <p>Belgrade informed that as of 17 December 2012, trade forwarders from the Pristina Party will have 24/7 access to its territory and will be able to clear their freight in the in-land Customs terminals in Nis and Vranje at any point between 08.00 and 20.00. This corresponds to the system in place on the side of the Pristina Party, where trade forwarders from the Belgrade Party have also a 24/7 access and can clear their goods in the in-land Customs terminals at Mitrovica, Pudujevo and Koncul at any time between 08.00 and 20.00.</p> <p>As regards <u>Veterinary and Pytosanitary services procedures</u>, the Parties agreed that, once these services are deployed, they should be sufficiently similar and no further harmonization should be required. The Parties agreed for the EU to initiate discussions on unresolved issues regarding trade in this area, respecting the following principles (i) information exchange procedures apply (ii) Customs stamp agreement applies (iii) EU requirements in this area apply.</p> <p>The EU will convene a meeting on outstanding issues in connection to veterinary and phytosanitary related trade on 17 December.</p> <p>The Parties informed each other on their envisaged <u>presence per 12 hours shift</u>:</p> <ul style="list-style-type: none"> <li>○ Jarinje: Pristina: 15 Police and 5 Customs, Belgrade: 12 Police and 6 Customs</li> <li>○ Bernjak: Pristina: 8 Police and 4 Customs, Belgrade: 6 Police and 6 Customs</li> <li>○ Merdare: Pristina: 13 Police and 5 Customs, Belgrade: 7 Police and 6 Customs</li> <li>○ Koncul: Pristina: 13 Police and 4 Customs, Belgrade: 12 Police and 6 Customs</li> <li>○ The Parties agree to, based on needs assessments, to either increase or decrease its presence in line with requirements and will inform each other accordingly. The overall aim is to ensure a balanced presence in all circumstances.</li> <li>○ Pristina informed on the EULEX presence, which will be 49% and the Pristina presence which will be 51-% at Bernjak and Jarinje and lighter at Koncul and Merdare.</li> </ul>
<b>3.3.2</b>	The 'CP/ZCPs' will be operated 24/7. The Parties will inform each other on their respective <u>procedures for processing persons, vehicles and goods</u> . The IG will

	endeavor to introduce complimentary procedures and processes for the control and clearance of persons, vehicles and goods in line with the principles of IBM in order to facilitate legitimate traffic and trade.			
	Agreement as under 3.3.1	IG	NA	See 3.3.1
	Agreement reached under 3.3.1			
<b>3.3.3</b>	The IG will be responsible for ensuring that eased traffic controls are established in cases of extraordinary and unforeseen circumstances, caused by unusual and increased levels of traffic flows. In such cases, the competent authorities of each Party will undertake relevant and applicable control measures to ease traffic congestions. Such eased control measures will only be established on a temporary basis. The IG will work out and agree further details subject to circumstances as required.			
	Agreement on Eased controls	IG	NA	Agreed on 20 November 2012
	<b>Eased Controls</b>			
	<p>(1) In line with the IBM Technical Protocol, Section D, point 29, and in compliance with the EU Regulation No. 562/2006, article 8, each Party can relax checks at crossing points because of exceptional and unforeseen circumstances.</p> <p>(2) Such exceptional and/or unforeseeable circumstances are events that lead to traffic of such intensity that the waiting time at the crossing point becomes excessive and long, although all potential resources (staff, facilities and organization) have been used.</p> <p>(3) Relaxation of controls is temporary, introduced gradually, justified and must correspond to the circumstances/needs.</p> <p>(4) The decision to relax controls is taken by the officer in command.</p> <p>(5) In case such eased controls are applied, the relevant authorities are obliged to apply minimal control measures which must include identification and reliable validity check of the documents of persons. When determining priority goals, entry control has to take priority over exit control.</p> <p>(6) Although in principle within the discretion of each party, for the sake of a smooth functioning of the CP/ZCP, the Parties, facilitated by the EU, aim for applying synchronized and corresponding eased controls.</p> <p>(7) In case a Party judges circumstances at the CP/ZCP requiring the application</p>			

	of eased controls, it, facilitated by the EU, contacts the other Party so that discussions to that effect can take place immediately.		
<b>3.3.4</b>	Taking into account the agreed design template for the 'CP/ZCP' referred to at 3.1.2 the Parties through the IG and assisted by the EU will ensure that all the 'ZCPs' include sections of road, facilities, ancillary facilities, such as rest rooms, fencing and lightning, and any other space or facility necessary for implementing relevant controls/procedures by the relevant competent authorities.		
	Agreement on the design of the 'interim' common crossing points	IG	Agreed during various site visits in November
	The final plans are in the possession of all Parties with the exception of the plan/drawing for Dheu i Bardhë/Konqul-Bela Zemplja/Končulj, which still requires final endorsement on 12/13 December in the IG. These final plans/drawings of all 'interim' common crossing points are an integral part of this Action Plan. The original plans/drawings are in the possession of the EU		
<b>Other matters</b>	Miscellaneous items raised		
<b>1</b>	Technical Arrangement for the Operations of 'Interim common IBM Crossing Points'		
	Agreement on Technical Arrangement	IG	NA Agreed on 04 December 2012
	<p>Technical Arrangement for the Operation of Interim Common IBM Crossing Points(CP)/Common IBM<sup>2</sup> Zone(ZPC) to the 23 February 2012 Technical Protocol for Implementation of the IBM' Agreed Conclusions of the Dialogue of 2 December 2011</p> <p><b>Article 1</b> The purpose of this Technical Arrangement for the Operation of Interim Common IBM Crossing Points (hereinafter referred to as 'CP')/Interim Common IBM Zone(hereinafter referred to as 'ZCP') is to further clarify the duties and responsibilities of the Parties related to the deployment of personnel to the CPs/ZCPs and to further clarify the functions and guarantees related to the deployment of personnel of the Parties and EULEX, in line with, and for the duration of its mandate, to the CPs/ZCPs. At a later stage, the Parties will establish permanent IBM Crossing Points/permanent Common IBM Zones. In line with the IBM Agreed conclusions, with the Lisbon Treaty, and relevant EU legislation and given that both Parties are part of the EU's Western Balkan agenda, they will be required gradually to harmonise their legislation with the EU acquis and in particular will be required to apply the concept of IBM as defined in the Council Conclusions of 4-5 December 2006.</p>		

<sup>2</sup>One Party recognises the line as a border; the other party recognises the line as an administrative boundary.

**Article 2**

Acting in good faith, the Parties agree to establish and start operating CPs/ZCPs Jarinje/Rudnica-Jarinjë/Rudnice, Tabavije/Bërnjak- Tabalije/Brnjak, Bela Zemlja/Konçulj-Dheu i Bardhë/Konqul, Merdare/Merdarë-Merdare/Merdare, Mutivode/Mutivode-Mutivodë/Mutivode and Depce/Muçibabë-Depce/Muçibaba. The Parties agree to establish the CPs/ZCPs at Jarinje /Rudnica-Jarinjë/Rudnice, Bela Zemlja /Konçulj-Dheu i Bardhë /Konqul, Tabavije /Bërnjak- Tabalije/Brnjak, and Merdare /Merdarë-Merdare/Merdare and to commence operations on 10 December 2012, 08.00 at the latest or if otherwise agreed by the Parties. The establishment and operation of CPs/ZCPs at Mutivode /Mutivode-Mutivodë /Mutivode and Depce /Muçibabë-Depce /Muçibaba will be commenced at a later stage.

The Parties agree that three CP/ZCPs will be located in the territory of one and three in the territory of the other Party. The Parties agree to establish and operate CPs/ZCPs Jarinje /Rudnica-Jarinjë/Rudnice and Bela Zemlja /Konçulj-Dheu i Bardhë /Konqul in the territory of Municipalities of Raska and Bujanovac.

The CPs/ZCPs Tabavije /Bërnjak- Tabalije/Brnjak and Merdare /Merdarë-Merdare/Merdare in the territory of Kosovo. The Parties agree to the later establishment and operation of CP/ZCP at Mutivode /Mutivode-Mutivodë /Mutivode in the territory of Kosovo and CP/ZCP Depce /Muçibabë-Depce /Muçibaba in the territory of the Municipality of Presovo.

**Article 3**

The CPs/ZCPs will host a balanced presence of all competent authorities, in line with requirements, such as Customs, Police, Phytosanitary and Veterinary, auxiliary and other services of each Party. The competent authorities of each Party will carry out controls separately of each other within their part of the ZCP in accordance with their respective applicable legal responsibilities and liabilities under its respective jurisdictions, with full respect for human rights guaranteed by European and international standards.

**Article 4**

Both Parties recognize that EULEX, in line with, and for the duration of its mandate, will, be present at all CPs /ZCPs covered by this technical arrangement.

**Article 5**

The hosting Party will in agreement with the other Party, make the necessary arrangements for the provision of the locations for establishing appropriate interim CP facilities and infrastructure for a balanced presence of all competent authorities, such as Customs, Police, Phytosanitary and Veterinary, auxiliary and other services (as set out under Article 3 of this Technical Arrangement), in their respective territory, as set out in Article 2, in line with operational requirements of all competent authorities of each Party for the carrying out of controls in accordance with their respective applicable legal responsibilities and liabilities.

**Article 6**

The design of each CP/ZCP will follow the template CP/ZCP design agreed by the

Parties, which will be adapted to the requirements/needs/traffic/terrain for/of each CP/ZCP.

The ZCPs will include but will not be limited to sections of road, facilities, ancillary facilities, such as rest rooms, fencing and lightning, and any other space or facility necessary for implementing relevant controls/procedures by the relevant competent authorities.

Both parties will be responsible and shall be allowed to install, maintain and operate any official equipment and telecommunication equipment (which shall be done in accordance with international standards in order to avoid possible interference), to be used exclusively by their respective officials for the performance of their duties. Both Parties acknowledge and agree that EULEX, in line with, and for the duration of its mandate, is allowed to install, maintain and operate any official equipment and telecommunication equipment for the performance of their duties.

The maintenance including of services such as but not limited to water, electricity, waste collection will be provided by the hosting Party in the territory of which the respective CP/ZCP is located. The hosting Party will cover costs for operating/maintaining of the CP/ZCP in its territory.

The hosting Party is responsible for the safety and security for all officials deployed to the CPs/ZCPs in their respective territories. The hosting Party is also responsible for the security of the officials from the other Party. The planning and implementation of relevant safety and security measures will be undertaken in line with EU standards as submitted by the EU to the Parties.

#### **Article 7**

As regards the carrying out of official duties in the CPs/ZCPs, Point 20 of the Technical Protocol for Implementation of the IBM Agreed Conclusions applies. Both Parties recognize that all EULEX personnel deployed to the CPs/ZCPs will enjoy full diplomatic privileges and immunities and undertake to enact any legislation necessary to facilitate this with immediate effect.

The aforementioned provisions shall extend to officials on their way to and from their duty stations from their own territory through the territory of the other Party. The aforementioned provisions shall also extend to EULEX-personnel on their way to and from their duty stations at the CPs/ZCPs.

In line with established practice and in line with the Technical Protocol, bullet 26, actions carried out by officials of the Parties on their way to and in the ZCPs shall be considered as undertaken in the respective territory of the Party concerned. When CPs/ZCPs are located in the territory of one party, the road behind the hosted Party shall be controlled by the hosted Party for the purpose of IBM controls, as well as for any other purpose. However, in case of non-IBM related matters, the hosted Party may invite the hosting Party to take actions in line with its respective procedures. In cases where EULEX personnel carry out acts in line with its mandate, their actions shall be considered undertaken in the territory of Kosovo.

Any official documents and equipment including but not limited to sniffer dogs belonging to K9 Units shall not be subject to seizure and/or search by officials of the other Party. Official documents and equipment in the possession of EULEX personnel,

in line with, and for the duration of its mandate, including but not limited to sniffer dogs belonging to K9 Units shall not be subject to seizure and/or search by officials of either Party.

**Article 8**

The ZPC/CP will be operated 24/7. Customs, Police, Phytosanitary and Veterinary, auxiliary and other services, as appropriate, will operate at all CP/ZCP a usual shift pattern of twelve (12) hours (Phytosanitary and Veterinary only during day light hours), which will be harmonised between the Parties in order to ensure an uninterrupted flow of persons, vehicles and goods across the CP/ZCP. Both Parties recognize that EULEX, in line with, and for the duration of its mandate, may also operate at the CPs/ZCPs in exercise of its mandate. Processing/movement of livestock, plant and animal products will be undertaken at the CPs/ZCPs Merdare/Merdarë-Merdare/Merdare and Jarinje/Rudnica-Jarinjë/Rudnice. Veterinary and Phytosanitary Services will operate within Inland Clearance Terminals with a usual shift pattern of twelve (12) hours during daylight hours, which will be harmonised between the Parties in order to ensure an uninterrupted flow of persons, vehicles and goods across the CP/ZCP.

The Parties will inform each other on their respective procedures for processing persons, vehicles and goods and on any changes to them. The Parties will take steps to introduce complimentary procedures and processes for the control and clearance of persons, vehicles and goods in line with the principles of IBM in order to facilitate legitimate traffic and trade.

**Article 9**

Officials from each Party, entering or exiting and while carrying out their official duties in their area of the ZCP must wear their official uniforms and badges. Exceptionally, and limited to the ZCP, the Parties will not display symbols of their respective jurisdictions. Both Parties recognize that EULEX personnel, in line with, and for the duration of its mandate, may wear any uniform and symbols as per their internal arrangements and instructions.

Officials from each Party will carry an official identity card and an official authorisation which gives the official the right to enter and work in their part of the ZCP. The respective identity cards must be issued by each party's competent authority. Each Party informs the other on which identity cards are valid for entering/exiting the ZCP. Both Parties acknowledge that EULEX personnel, in line with, and for the duration of its mandate, deployed to the CPs/ZCPs will carry official EULEX ID cards.

Functional information in the ZCP will be displayed in the official languages. In addition, texts will be displayed in the English language.

**Article 10**

In its part of the ZCP the use of force and other law enforcement measures by each Party is regulated by its respective legislation. Both Parties acknowledge that EULEX, in line with, and for the duration of its mandate, personnel at the CPs/ZCPs will exercise its functions, which may include the use of force in accordance with the rules

that govern the use of force by EULEX, in line with, and for the duration of its mandate, personnel in the territory of Kosovo including the relevant International laws and instruments on human rights.

Officials of both Parties will be permitted to possess, carry and use any firearm and other equipment authorized by their respective applicable legislation. Both Parties acknowledge and agree that EULEX personnel, in line with, and for the duration of its mandate, deployed to the CPs/ZCPs will be permitted to possess, carry and use firearm and equipment authorized by EULEX.

**Article 11**

Within the ZCP, once the processing of persons, vehicles and goods by officials from the territory of exit, they will proceed to and be processed by officials from the territory of entry. After departure from the territory of exit within the ZCP, persons, vehicles and goods can no longer be processed by official from the territory of exit unless denied entry by officials from the territory of entry.

Persons and goods that were denied entry into the territory of entry must return to the territory of exit. However, each Party must comply with its legislation concerning asylum and migration.

**Article 12**

As agreed by the Parties, eased traffic controls may be established in case of extraordinary and unforeseen circumstances, caused by unusual and increased levels of traffic flows. Such eased control measures will only be established on a temporary basis.

As agreed by the Parties contingency plans will cater for any unpredictable and/or unforeseeable event. In such cases the Parties, upon request, will provide each other with mutual assistance.

**Article 13**

The Parties agree mechanisms for the purpose of exchanging information and other data from the areas which are or may be of relevance to the prevention, detection and investigation of criminal activities as well as for protection of lives and health of people, animals and plants, environment and food safety in their respective areas of responsibilities, including exchange of statistics of movement of persons and goods as well as illegalities detected. The Parties agreed mechanisms for the exchange, processing and use of information between them. Neither Party will use any information and other data provided by the other party for matters other than those governed by the annex on the exchange, processing and use of information nor will it make such information available to another party except for other relevant EU bodies. All processing of information will be undertaken in full compliance with EU data protection and processing standards.

**Article 14**

For any misconduct or criminal offences as well as for any liabilities and damages in connection with the carrying out of official duties in the ZCP, the Party that has assigned the official that has committed any such action will be responsible and the

	<p>legislation of the relevant Party applies/the relevant law enforcement authorities are responsible. Both Parties acknowledge the privileges and immunities enjoyed by EULEX personnel, in line with, and for the duration of its mandate, as set out in Article 7 of this Technical Arrangement.</p> <p><b><u>Article 15</u></b>                  The commencement date of this Technical Protocol is 10 December 2012, 08.00 or if otherwise decided by the Parties.                  Changes to this Technical Protocol shall be agreed by the Parties after consultation with the EU in writing.                  After consultation with the EU, each Party is free to terminate this Technical Protocol through notification in writing to the Parties to this Protocol and EULEX. The termination of this Technical Protocol will come into effect 12 months after such notification.</p> <p><b><u>Article 16</u></b>                  This Technical Arrangement will not change KFOR’s mandate. COMKFOR will be kept informed of the implementation of the agreement, in particular, those details which may affect the KFOR mission. Requests for KFOR assistance will be made by HoM EULEX, in line with, and for the duration of his/her mandate, to COMKFOR. In line with the Military Technical Agreement (MTA), COMKFOR’s consent should be sought for the presence of the Serbian police or armed personnel within the ABL.</p> <p>In the margins of the discussions on the Technical Arrangement, the Parties were briefed in detail by CPCC on its efforts to conclude an arrangement between EU and Belgrade for exclusively P&amp;I for EULEX staff operating there. The Parties did not voice objections/concerns.</p>			
2	Contingency/Security Plans			
	Agreement on Contingency plans	IG	NA	Way forward agreed on 04 December 2012
	<p>The Parties put forward detailed contingency plans. The Parties established further security/contingency related principles, which they will incorporate into their respective Security/contingency plans by Thursday, 6 December 2012, 18.00 and will submit to the IG chair. Once submitted and cleared, these contingency plans are an integral part of this Action Plan</p>			
3	Mutual Legal Assistance			
	Agreement on Technical Arrangement	IG	NA	Way forward agreed on 04 December 2012
	<p>The Parties agreed to have further discussions on mutual legal assistance, based on the text submitted to the Parties by the EU, on 12/13 December 2012 in Brussels, involving all relevant authorities.</p>			