MEMORANDUM OF UNDERSTANDING THE FEDERAL BUREAU OF INVESTIGATION AND

THE SOUTH EASTERN EUROPE POLICE CHIEF ASSOCIATION ON ENHANCING COOPERATION AND PARTNERSHIP

The Federal Bureau of Investigation and the South Eastern Europe Police Chief Association (hereinafter each referred to individually as a "Participant" and collectively referred as "the Participants") have reached the following in this Memorandum of Understanding (hereinafter referred to as "the MOU"):

Article 1 Purpose

The purpose of this MOU is to enhance the partnership and strengthen international law enforcement cooperation at all levels of mutual interest between the Participants.

Article 2 Points of Contact

The Participants intend to direct contact between the respective official representatives and to identify a point of contact to coordinate the application of this MOU. It is envisaged that these contacts may be in the form of person-to-person contact, telephonic and fax communications, and any other means deemed appropriate by both Participants. This may include the routine and informal exchange of official representatives in order to ensure efficient cooperation in the matters of mutual interest. A Participant may change the designated point of contact upon written notification thereof to the other Participant.

Article 3 Exchange of Information

The Participants, in accordance with respective requests, intend to exchange information and assistance in taking the necessary steps to foster the cooperation and partnership within the areas of mutual interest. The exchange of information may take place between the designated points of contact, and, as the points of contact consider appropriate, may include direct exchanges of information with the law enforcement agencies identified. The Participants intend to provide each other with information, in a manner consistent with each nation's laws, regulations, and policies.

The Participant providing information may request that it be used subject to conditions. If the receiving Participant cannot comply with such request it is to notify the providing

Participant, which is to then determine whether the information nevertheless should be provided. The receiving Participant may accept the information subject to conditions, without prejudice to imperative constitutional requirements.

Article 4 Exchange of Expertise

The Participants intent to exchange experience, expertise and analyses by participating in seminars, training courses and other meetings, and by facilitating visits of experts, law enforcement authorities and administrators in the areas relevant to matters of mutual interest.

Article 5 Mutual Consultation

The Participants intend to consult on matters of common interest for the purpose of realizing their objectives and coordinating their respective activities. Where appropriate, consultation is to be arranged at the required level between representatives of the Participants in the most effective way to organize particular activities and to optimize the use of their resources in compliance with their respective mandates.

Article 6 Confidentiality and Data Protection

All that constitutes the subject of the exchange between the Participants, as well as information on the scope of the actual fact of their cooperation, is intended to be sensitive and proprietary. The Participants share the high priority of preventing the unauthorized disclosure of information exchanged in confidence pursuant to this Memorandum. The Participants intend to seek the consent of the Participant originating the information before disclosing it to third parties, subject to domestic legal requirements.

Article 7 Areas of Cooperation

For the purposes of promoting cooperation, the Participants intend to exchange the texts of laws, applicable statutes and other normative legal acts of their respective nations pertaining to the subject matter of this MOU.

This MOU does not impose any legal commitments on either side, and it does not create, nor is it intended to create any enforceable legal rights or private rights of legal action, nor does it affect the Participants' rights and obligations under the international treaties and agreements, nor under each Participants's laws, regulations, and practices.

Article 8 Exemption

If one of the Participants considers the compliance with the request for assistance and cooperation would be prejudicial to the essential interest or against the official mission and aims of the Participant, it may refuse to comply with the request for assistance and cooperation.

Article 9 Amendments and Termination

This MOU may be amended by mutual consent between the Participants at any time. The Participants intend to enter into consultations with respect to the amendment of or additions to this MOU at the request of either of them. In particular, additional provisions relating to the exchange of personal data may be considered.

This MOU may be terminated by each Participant with three months written notice.

Article 10 Entry into Force

This MOU is scheduled to take effect on the date it is executed by the signatories. In the event the signatures are affixed on different days, then the date later in time may constitute the effective date.

The undersigned representatives of the Participants have dully affixed their signatures, on the two originals of this MOU in the English language.

For the FBI

For SEPCA

Sean Joyce

Assistant Director

International Operations Division

Federal Bureau of Investigation

Zlatko Miletic

SEPCA President

Director of the Folice of the Federation of Bosnia and U

Herzegovina