

Ε.Ε. Παρ. Ι(ΙΙΙ)
Αρ. 4302, 29.7.2024

Ν. 9(ΙΙΙ)/2024

Ο περί της Συμφωνίας μεταξύ της Κυβέρνησης της Κυπριακής Δημοκρατίας και της Κυβέρνησης των Ηνωμένων Πολιτειών Αμερικής για συνεργασία σχετικά με τη χρήση ταξιδιωτικών πληροφοριών (Κυρωτικός) Νόμος του 2024 εκδίδεται με δημοσίευση στην Επίσημη Εφημερίδα της Κυπριακής Δημοκρατίας σύμφωνα με το Άρθρο 52 του Συντάγματος.

Αριθμός 9(ΙΙΙ) του 2024

ΝΟΜΟΣ ΠΟΥ ΚΥΡΩΝΕΙ ΤΗ ΣΥΜΦΩΝΙΑ ΜΕΤΑΞΥ ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΗΣ ΚΥΠΡΙΑΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ
ΚΑΙ ΤΗΣ ΚΥΒΕΡΝΗΣΗΣ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΑΜΕΡΙΚΗΣ ΓΙΑ ΣΥΝΕΡΓΑΣΙΑ
ΣΧΕΤΙΚΑ ΜΕ ΤΗ ΧΡΗΣΗ ΤΑΞΙΔΙΩΤΙΚΩΝ ΠΛΗΡΟΦΟΡΙΩΝ (ΚΥΡΩΤΙΚΟΣ) ΝΟΜΟΣ ΤΟΥ 2024

Η Βουλή των Αντιπροσώπων ψηφίζει ως ακολούθως:

Συνοπτικός
τίτλος.

1. Ο παρών Νόμος θα αναφέρεται ως ο περί της Συμφωνίας μεταξύ της Κυβέρνησης της Κυπριακής Δημοκρατίας και της Κυβέρνησης των Ηνωμένων Πολιτειών Αμερικής για συνεργασία σχετικά με τη χρήση ταξιδιωτικών πληροφοριών (Κυρωτικός) Νόμος του 2024.

Ερμηνεία

2. Στον παρόντα Νόμο, εκτός εάν από το κείμενο προκύπτει διαφορετική έννοια-

«Συμφωνία» σημαίνει τη Συμφωνία μεταξύ της Κυβέρνησης της Κυπριακής Δημοκρατίας και της Κυβέρνησης των Ηνωμένων Πολιτειών Αμερικής για συνεργασία σχετικά με τη χρήση ταξιδιωτικών πληροφοριών, η οποία υπεγράφη στην Ουάσιγκτον, την 17^η Ιουνίου 2024, και η υπογραφή της οποίας εξουσιοδοτήθηκε με την υπ' αριθμόν 96.478 Απόφαση του Υπουργικού Συμβουλίου, ημερομηνίας 5 Ιουνίου 2024.

Κύρωση της
Συμφωνίας.
Πίνακας,
Μέρος Ι,
Μέρος ΙΙ.

3. Με τον παρόντα Νόμο κυρώνεται η Συμφωνία, της οποίας το πρωτότυπο κείμενο, στην ελληνική γλώσσα, εκτίθεται στο Μέρος Ι του Πίνακα, και το πρωτότυπο κείμενο, στην αγγλική γλώσσα, στο Μέρος ΙΙ του Πίνακα:

Νοείται ότι, σε περίπτωση διαφοράς μεταξύ του κειμένου στην ελληνική γλώσσα που εκτίθεται στο Μέρος Ι του Πίνακα και του κειμένου στην αγγλική γλώσσα που εκτίθεται στο Μέρος ΙΙ του Πίνακα, υπερισχύει το κείμενο που εκτίθεται στην αγγλική γλώσσα στο Μέρος ΙΙ αυτού.

Αρμόδια
Αρχή.

4. Αρμόδια Αρχή για την εφαρμογή της Συμφωνίας ορίζεται ο Υπουργός Δικαιοσύνης και Δημοσίας Τάξεως.

Έκδοση
Κανονισμών.

5. Το Υπουργικό Συμβούλιο δύναται να εκδίδει Κανονισμούς για την καλύτερη εφαρμογή της Συμφωνίας.

ΠΙΝΑΚΑΣ
(Άρθρο 3)

ΜΕΡΟΣ Ι
(Κείμενο στην ελληνική γλώσσα)

ΜΕΡΟΣ ΙΙ
(Κείμενο στην αγγλική γλώσσα)

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4.2.1 μ μ μ ;
μ μ μ

4.2.2

4.2.3

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4.2.4

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μ μ μ

4.2.5

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μ ; μ μ


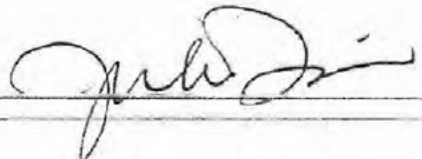
- παροχή αρωγής για την ταυτοποίηση αγνώστων κινδύνων ασφαλείας ή απειλών,
- ανίχνευση ή εντοπισμό διεθνικών εγκληματικών δικτύων και δραστηριοτήτων και άλλων απειλών κατά της ασφάλειας των συνόρων,
- ταυτοποίηση και απαγόρευση διεθνικών εγκληματιών και άλλων απειλών κατά τη διέλευση των συνόρων,
- ταυτοποίηση προσώπων τα οποία ενδεχομένως να αποτελούν απειλή για την ασφάλεια των Ηνωμένων Πολιτειών της Αμερικής και της Κυπριακής Δημοκρατίας, ή
- οποιουδήποτε άλλους σκοπούς επιβολής του νόμου, οι οποίοι συνάδουν με την παρούσα Συμφωνία,

4.2.6

, μ
μ μ μ μ , μ
μ μ & , μ μ μ ,

εφαρμόζονται σε κάθε Ταξιδιωτική Πληροφορία που παρακρατήθηκε από το Μέρος παραλήπτη.

Συντάχθηκε στη Ουάσιγκτον, στις 17 Ιουνίου 2024, σε δύο πρωτότυπα, εις την αγγλική και την ελληνική γλώσσα, και τα δύο κείμενα είναι εξίσου αυθεντικά.

ΓΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΗ ΤΗΣ ΚΥΠΡΙΑΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ	ΓΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΗ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ
	

ΜΕΡΟΣ ΙΙ
(Κείμενο στην αγγλική γλώσσα)

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CYPRUS
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
REGARDING COLLABORATION ON THE USE OF TRAVELER
INFORMATION

The Government of the Republic of Cyprus (the "Cypriot Party") and the Government of the United States of America (the "U.S. Party") (hereinafter collectively the "Parties"),

RECOGNIZING the benefits of a cooperative relationship between the United States of America and the Republic of Cyprus, particularly to mitigate risks associated with criminal and terrorist exploitation of international travel;

RECOGNIZING the necessity and benefit of analyzing and evaluating Traveler Information as a means of combating terrorism and serious transnational crime and other threats to border security;

DESIRING to enhance the national security of the United States of America and the Republic of Cyprus;

DESIRING to provide mutual support in the identification of travelers who may be involved in terrorism and other serious criminal activities, or other criminal trends;

ACKNOWLEDGING the important contributions to security and public safety made by the transfer, processing and use, and protection of passenger name records in the air context that occur consistent 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, with Annex, done at Brussels on December 14, 2011 (the "U.S.- EU PNR Agreement") and with the EU PNR Directive;

RECOGNIZING the commitment of the United States of America and the European Union to ensuring a high level of protection of personal information exchanged in the context of law enforcement cooperation and recalling the framework established by the Agreement between the United States of America and the European Union on the Protection of Personal Information Relating to the Prevention, Investigation, Detection, and Prosecution of Criminal Offenses, done at Amsterdam on June 2, 2016 (the "U.S.- EU Umbrella Agreement"), which provides that by implementing that agreement, the processing of personal information by the United States, or the European Union and its Member States, with respect to matters falling within the scope of that

agreement, shall be deemed to comply with the Parties* respective data protection legislation restricting or conditioning international transfers of personal information;

RECOGNIZING that through this Agreement both Parties expect to benefit from the improved ability to identify and track known or suspected transnational criminals; detect potential threats to the security of their nations; and uncover more information about transnational criminal networks and activities; and

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

HAVE AGREED AS FOLLOWS:

Article 1 Definitions

- 1.1 **“Traveler Information”** means information relating to specific travelers, including passengers and crew, who match against Risk Assessments, as described below. Such information includes:
 - 1.1.1 Advance Passenger information (API): specific passenger and crew biographic data and other transportation detail collected prior to departure and provided to a particular government authority by the air carrier pursuant to a legal mandate with respect to flights into or out of the Party’s territory; and
 - 1.1.2 Passenger Name Records (PNR): the records created by air carriers or their authorized agents for each journey booked by, or on behalf of, each passenger, whether it is contained in reservation systems, departure control systems used to check passengers onto flights, or equivalent systems providing similar functionality with respect to flights into or out of a Party's territory.
- 1.2 **“Risk Assessment”** means an assessment using specific criteria mutually determined by the Parties.
- 1.3 **“EU PNR Directive”** means the Directive (EU) 2016/681 of the European Parliament and of the Council of 27 April 2016 on the use of passenger name record (PNR) data for the prevention, detection, investigation and prosecution of terrorist offences and serious crime.

Article 2 Purpose and Scope

- 2.1 This Agreement establishes a framework for cooperation between the Parties in the assessment, review, and exchange of Traveler information and the development of Risk Assessments to identify specific individuals

engaged in international travel who are likely to pose a risk to the security of either Party's country, Such cooperation affords the Parties a greater opportunity to prevent, detect, investigate, and prosecute crime that is transnational in nature, in a manner consistent with the U.S.- Eli PNR Agreement and the U.S.-EU Umbrella Agreement, to the extent they are applicable, and to facilitate legitimate travel,

Article 3 Implementing Agencies

- 3,1 The following agencies shall be responsible for implementing this Agreement:
- 3.1.1 For the U.S. Party: The United States Department of Homeland Security, through U.S. Customs and Border Protection ("DHS/CBP"); and
- 3.1.2 For the Cypriot Party: The Ministry of Justice and Public Order, through the Cyprus Passenger Information Unit.
- 3,2 A Party shall notify the other Party in writing of any organizational changes within its government that would require a change in the designation of its agency responsible for the implementation of this Agreement,

Article 4 Principles of Cooperation

- 4.1 The U.S. Party, subject to the availability of funds and as appropriate and as authorized by law, shall:
- 4.1.1 Review Traveler Information received under this Agreement;
- 4.1.2 Afford at least the same level of confidentiality to data received under this Agreement as it applies to similar information in its custody;
- 4.1.3 Provide for the near real-time transfer, through appropriate channels, to the extent authorized by applicable laws and policies, Traveler Information to the Cypriot Party, which shall hold the information in confidence and only use it for any of the following purposes:
- Assisting in the identification of previously unknown security risks or threats;
 - Detecting or tracking transnational criminal networks or activities and other threats to border security;
 - Identifying and interdicting transnational criminals and other threats during border crossings;

- Identifying persons who may pose a threat to the security of the United States of America and the Republic of Cyprus; or
 - Such other law enforcement purposes consistent with this Agreement;
- 4.1.4 Notify the Cypriot Party, through appropriate channels, of any Traveler Information provided to the U.S. Party by the Cypriot Party that matches any mutually identified lists of high-risk travelers; and
- 4.1.5 Transfer, process and use, and protect any information received under this Agreement in compliance with applicable laws, policies, and international obligations, including the U.S.- EU PNR Agreement and the U.S.- EU Umbrella Agreement, to the extent they are applicable.
- 4.2 The Cypriot Party, subject to the availability of funds and as appropriate and as authorized by the Cyprus national legislation, shall;
- 4.2.1 Take all necessary measures to require that all commercial air carriers provide PNR in real time to the Cyprus Passenger Information Unit;
- 4.2.2 Make available dedicated personnel to develop Risk Assessments and review all Traveler Information;
- 4.2.3 Review Traveler Information received from the U.S. Party pursuant to this Agreement;
- 4.2.4 Afford at least the same level of confidentiality to data received under this Agreement as it applies to similar data that are in its custody;
- 4.2.5 Provide for the near real time transfer of Traveler Information, through appropriate channels and, to the extent authorized, by applicable laws and parties, to the U.S. Party, which shall hold the information in confidence and only use it for the following purposes:
- Assisting in the identification of previously unknown security risks or threats;
 - Detecting or tracking transnational criminal networks or activities and other threats to border security;
 - Identifying and interdicting transnational criminals and other threats during border crossings;
 - Identifying persons who may pose a threat to the security of the United States of America and the Republic of Cyprus; or
 - Such other law enforcement purposes consistent with this Agreement; and

4.2.6 Transfer, process and use, and protect any information received under this Agreement in compliance with applicable laws, policies, and international obligations, including the U.S.- EU Umbrella Agreement, to the extent it is applicable.

4.3 The Parties agree that:

4.3.1 This Article shall not preclude the use or disclosure of information exchanged pursuant to this Agreement to the extent that there is otherwise an obligation to do so under the applicable laws of the receiving Party. The receiving Party intends to give advance notice of any such proposed use or disclosure to the other Party.

Article 5 Principles of Collaboration and Implementation

5.1 Once this Agreement enters into force, the Parties shall discuss and mutually develop additional specific measures for implementing this Agreement. These may include:

- specific information technology hardware and software requirements;
- the completion and signing of an Interconnection Security Agreement;
- staffing and training needs and requirements;
- procedures for developing the Risk Assessments for exchanging Traveler Information and the procedures for the exchange, as well as other information and best practices; and
- any appropriate privacy and other protections for the respective handling of Traveler Information data or other information related to this Agreement.

Article 6 Responsibilities

6.1 The U.S. Party, subject to the availability of funds, to the extent authorized by law, and as it deems appropriate, intends to:

- 6.1.1 Provide the Cypriot Party with technical assistance in developing the means to develop Risk Assessments and review Traveler information for the purposes described in Section 4.1.3 of this Agreement;
- 6.1.2 Provide U.S. Party personnel to work with the Cypriot Party personnel assigned to assist in implementing the terms of this Agreement;
- 6.1.3 Fund the salaries, transfer, and travel costs of U.S. Party personnel during training and subsequent assignment to carry out this Agreement; and

- 6.1.4 Provide computer software tools for the storing and analysis of data gathered under this Agreement,
- 6.2 The Cypriot Party, subject to the availability of funds, to the extent authorized by law, and as it deems appropriate, intends to:
 - 6.2.1 Provide data transmission circuits from appropriate Cypriot authorities;
 - 6.2.2 Provide Cypriot Party personnel to work with U.S. Party personnel assigned to assist in implementing the terms of this Agreement; and
 - 6.2.3 Fund the salaries, transfer, and travel costs of Cypriot Party personnel during training and subsequent assignment to carry out this Agreement.

Article 7 Exemptions

- 7.1 The Parties recognize that assistance that may be provided by U.S. Party activities under this Agreement is subject to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Cyprus, signed at Nicosia, June 29, 1961 (the "Technical Cooperation Agreement"). This includes, but is not limited to:

Exempting, per Article IV(a) of the Technical Cooperation Agreement, any supplies, materials, equipment, commodities, or funds introduced into or acquired in Cyprus by the Government of the United States of America or any of its contractors, in connection with such assistance from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Cyprus, and from any tariffs, customs duties, import and export taxes, taxes on purchases or disposition of property, and any other taxes or similar charges in Cyprus.

Article 8 Joint Consultation and Dispute Resolution

- 8.1 The Parties shall consult on the effectiveness of this Agreement and intend to conduct a joint evaluation on an annual basis from the date this Agreement enters into force.
- 8.2 The Parties shall resolve any disputes regarding the interpretation or application of this Agreement or any other operational procedures by consultation between the Parties and shall not refer any such disputes to any international tribunal or third party for settlement.

Article 9
Interpretation

This Agreement does not create, confer, grant, or authorize any rights, privileges, or obligations to any person or entity, public or private, not a Party to this Agreement.

Article 10
Entry into Force, Amendment, and Termination

- 10.1 This Agreement shall enter into force on the date of the later note in an exchange of notes between the Parties confirming that each Party has completed its necessary internal procedures for entry into force of this Agreement.
- 10.2 This Agreement may be amended through written agreement of the Parties, which shall enter into force upon signature, unless otherwise explicitly agreed.
- 10.3 Either Party may terminate this Agreement at any time by providing three months' advance written notice to the other Party through diplomatic channels. Termination shall take effect three months following the date of such notification. Notwithstanding termination of this Agreement, the Parties shall delete any Traveler Information received from the other Party prior to termination, unless otherwise provided by the receiving Party's national law, regulation, or policy framework. The confidentiality and handling provisions of Article 4 shall continue to apply to any Traveler Information retained by the receiving Party.

Done at Washington DC on June 17th, 2024, in two originals, in the English and Greek languages, both texts being equally authentic.

<p>FOR THE GOVERNMENT OF THE REPUBLIC OF CYPRUS</p> <p><i>C. S.</i> _____</p>	<p>FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA</p> <p><i>Julius J.</i> _____</p>
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