AGREEMENT BETWEEN

THE EUROPEAN CENTRAL BANK

AND

THE BANK OF LITHUANIA

THIS AGREEMENT is concluded

BETWEEN

The European Central Bank (ECB), having its seat at Kaiserstrasse 29, D-60311 Frankfurt am Main, Germany

And

The Bank of Lithuania (BoL), having its seat at Gedimino pr 6, 2001 Vilnius, Lithuania

hereinafter jointly called the "Parties".

Whereas:

The Parties share a joint determination to combat the threats arising from counterfeiting of the euro and, therefore, wish to enhance their cooperation in the fields of prevention and detection of counterfeiting of euro banknotes even before Lithuania joins the European Union and adopts the euro as the single currency;

The ECB has an active role in the prevention and detection of the euro against counterfeiting. Article 3 of Council Regulation (EC) No 1338/2001 of 28 June 2001 laying down measures necessary for the protection of the euro against counterfeiting[1] provides that the ECB shall gather and store technical and statistical data relating to counterfeit euro banknotes and coins discovered in the Member States and in non member countries;

Guideline ECB/1999/3 of 26 August 1998 on certain provision regarding euro banknotes, as amended on 26 August 1999[2], established the Counterfeit Analysis Centre (CAC), in order to centralise the technical analysis of and data relating to the counterfeiting of the euro;

The Counterfeit Currency Database (CCD), also established by Guideline ECB/1999/3, has been renamed the Counterfeit Monitoring System (CMS) by Decision ECB/2001/11 of 8 November 2001 on certain conditions regarding access to the Counterfeit Monitoring System[3];

Article 3(4) of Decision ECB/2001/11 provides that the ECB may grant access to the relevant data of the CMS to the designated authorities or centres of third countries;

The BoL is competent, in accordance with the national legislation applicable to it, to investigate and analyse all counterfeit banknotes in Lithuania irrespective of whether they are of domestic or foreign currency, and to store all such counterfeits;

The provisions of the International Convention of 20 April 1929 for the Suppression of Counterfeiting Currency and its Protocol[4] supplemented by the provisions of Council Framework Decision of 29 May 2000 on increasing protection by criminal penalties and other sanctions against counterfeiting in connection with the introduction of the euro[5], lay down the basic measures and the minimum level of the protection of the euro;

The legislation of the European Community and of the ECB in the area of prevention and detection of counterfeiting of the euro lays down certain measures and provisions as well as imposes certain obligations on the national central banks of the Member States. The BoL wishes to adhere, to the extent feasible, to the principles and provisions of such legislation on a voluntary and unilateral basis. In particular, it is necessary for the BoL to adhere to the principles and provisions of Regulation (EC) No 1338/2001;

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1 OJ L. 181, 4.7.2001, p. 6.
2 OJ L. 258, 5.10.1999, p. 32.
3 OJ L. 337, 20.12.2001, p. 49.
4 League of Nations Treaty Series 1931, No 2623, p. 372.
5 OJ L. 140, 14.6.2000, p. 1.

The national central banks of the Member States have established the National Counterfeit Centres (NCCs) within each national central bank, and created the role of security administrator within each NCC, for the purposes of administering access to the CMS and facilitating communication regarding all CMS-related matters. The Parties consider it necessary for the BoL to follow the principles and provisions laid down in Decision ECB/2001/11, in particular to establish within its internal structures a function, which is similar to the NCC;

This Agreement is without prejudice to the roles of Interpol and Europol in the context of international protection of the euro against counterfeiting and the cooperation and procedures in place between Lithuania and Interpol as well as between Lithuania and Europol should not be affected. This Agreement should be seen as adding a further effective tool to be used in the prevention of counterfeiting of euro banknotes;

The ECB and the BoL have concluded an Agreement for the Exchange and Non-Disclosure of Confidential Information relating to technical and statistical aspects of counterfeiting of the euro dated 8 May 2002;

The necessary level of confidentiality required in dealing and handling with all matters related to this Agreement has to be ensured;

The Parties have agreed as follows:

Article 1

Purpose

1. The purpose of this Agreement is to enhance the cooperation between the Parties in the areas of prevention and detection of counterfeiting of euro banknotes.
2. This Agreement shall be complementary to the Agreements between Lithuania and Interpol as well as between Lithuania and Europol, and shall be without prejudice to the rights and obligations established in the latter Agreements.

Article 2

Exchange of information

Exchange of information between the Parties shall take place for the purpose of and in accordance with the provisions of this Agreement, and shall not include personal data.

Article 3

Obligations of the ECB

1. In addition to the information regarding the technical specifications of euro banknotes which have been provided separately by the ECB to the BoL on the basis of the Agreement for the Exchange and Non-Disclosure of Confidential Information relating to technical and statistical aspects of counterfeiting of the euro, and in order for the BoL to properly identify counterfeit euro banknotes, the ECB shall provide the BoL with a technical description of all the counterfeits, which are classified as common classes in the CMS of the ECB. This description shall broadly comprise the same categories of information as set out in the form 'Reported Euro Counterfeits', which the ECB shall provide separately to the BoL. The ECB shall endeavour to establish a secure web-site on which to publish this information. Until the establishment of this web-site the information shall be sent to the BoL on a monthly basis.

2. To the extent possible and without jeopardising the functioning and the needs of the CAC, the National Analysis Centres (NACs) of the Member States and Europol, the ECB shall also provide the BoL with samples of counterfeit euro banknotes which are classified as common classes.

3. To the extent possible the ECB shall stand ready to offer consultation to the BoL in order to facilitate the proper implementation of this Agreement.

Article 4

Obligations of the BoL

1. The BoL shall establish as soon as practically possible an internal function, similar to the NCC of a national central bank as defined in Decision ECB/2001/11, to administer access to the information as provided in Article 3, to facilitate communication and to ensure compliance with security standards relating to this Agreement.

2. To the extent possible and without jeopardising the functioning and needs of its national analysis centre, the BoL shall send without delay to the ECB samples of every type of suspected counterfeit euro banknotes, which does not yet correspond to any of the common classes of which the ECB has informed the BoL. The number of samples required shall be agreed on a case by case basis by the Parties.

   The samples sent by the BoL shall be accompanied by a completed form 'Reported Euro Counterfeits' as well as an assessment of whether or not the source of those counterfeit euro banknotes has been identified by the competent national authority. The template form 'Reported Euro Counterfeits' is laid down in the Annex. It can be amended by a separate exchange of letters between the Parties. In addition to an electronic version of the template of the form 'Reported Euro Counterfeits', the ECB shall also provide the BoL with a manual explaining how to complete it.

3. If it is not possible to send samples according to paragraph 2 because it would prevent suspected counterfeit banknotes from being used or retained as evidence in criminal proceedings, or in the event that the BoL has only one (1) sample of a counterfeit euro banknote, it shall send scanned images of such samples electronically to the ECB. The size, resolution and format of the images shall correspond with the criteria which are laid down in the Annex. In addition to the scanned images, the BoL shall also submit, as a minimum, a completed form 'Reported Euro Counterfeits' to the ECB.

4. In addition to submitting either a sample, or scanned images of every new type of suspected counterfeit euro banknotes to the ECB the BoL shall, on a monthly basis, send to the ECB statistical reports on all euro counterfeits discovered in a particular month in Lithuania. The ECB shall provide the BoL with a template for this statistical information.

5. On the date when this Agreement enters into force the BoL shall provide the ECB with a statistical overview of all counterfeit euro banknotes that have been found in Lithuania prior to this date. The template mentioned in paragraph 4 of this Article shall be used for this report.

6. The BoL shall take all necessary and feasible measures, according to its national legal system, to ensure that there is no breach of the copyright of the euro banknote designs held by the ECB.

Article 5

Major incidents

The ECB and the BoL shall inform each other immediately of major counterfeit incidents concerning euro banknotes.

Article 6

Means of communication between Parties

All information exchanged between the ECB and the BoL shall be exclusively communicated by means of secure communication. The Parties shall agree the means of secure communication separately. All files sent electronically must be encrypted.

Article 7

Contact persons

The Parties shall agree the contact persons for the purposes of this Agreement separately.

Article 8

Security and confidentiality

1. The Parties shall ensure that all information received on the basis of this Agreement, as well as the processing of such information, is always subject to security and confidentiality standards, which are at least equivalent to the standards applied by the originating Party to such information. All such information shall receive a level of protection, which is at least equivalent to the level of protection offered by the measures applied to that information by the originating Party.

2. The Parties shall exchange information on their respective security and confidentiality standards as applied to counterfeit banknotes.

3. Either Party may, for justified reasons, specify restrictions on the usage of information supplied on the basis of this Agreement. The receiving Party shall comply with any such restrictions.

4. The Parties' obligation to ensure that all information received on the basis of this Agreement is always subject to the security and confidentiality standards defined in paragraph 1 shall continue even after this Agreement has terminated.

Article 9

Liability

The Party causing damage to the other Party or to an individual as a result of unauthorised or incorrect information processing under this Agreement shall be liable for such damage. The determination of and compensation for damage under this Article shall be established in accordance with the procedure laid down in Article 10.

Article 10

Failure to comply and settlement of disputes

1. Each Party may cease to provide information in accordance with this Agreement to the other Party in the event of the latter's breach of this Agreement.

2. In case of any dispute between the Parties arising out of or in connection with this Agreement, the Parties shall endeavour to resolve such dispute amicably in private.

Article 11

Final provisions

1. Either Party may terminate this Agreement with 12 months' prior notice.

2. This Agreement shall enter into force on the date of signature by both Parties.

3. This Agreement shall be published on the web-site of the ECB.

Done in two copies in the English language.

IN WITNESS WHEREOF, the undersigned, being fully authorised thereto, have on behalf of the Parties signed the present Agreement.

At Frankfurt am Main	At Vilnius
On behalf of the ECB	On behalf of the BoL
Willem F. Duisenberg	Reinoldijus Šarkinas
ECB President	Chairman of the Board
Date 27/9/2003	Date 10 September 2003

ANNEX

TRANSMISSION OF IMAGES OF COUNTERFEIT EURO BANKNOTES

For each case of counterfeit euro banknotes sent electronically, there should be:

1. The entire front and reverse of the banknote, shown flat and undistorted, scanned as a 24-bitmap image at a resolution 100 dots per inch (dpi) for the screen image or 400 dots per inch (dpi) for the printed image.
2. Any regions of special interest (e.g. microtext) should also be scanned as a 24-bitmap image at a resolution of 100 dots per inch (dpi) for the screen image or 400 dots per inch (dpi) for the printed image.

TEMPLATE FORM REPORTED EURO COUNTERFEITS