COOPERATION AGREEMENT

between

THE EUROPEAN CENTRAL BANK

and

THE BULGARIAN NATIONAL BANK

PREAMBLE

The Bulgarian National Bank, having its seat at 1 Alexander Battenberg Square, 1000 Sofia, Bulgaria,

and

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

Referred to collectively as the "Parties" or individually as a "Party",

Recalling that the European Central Bank has the exclusive right to authorise the issue of banknotes within those Member States of the European Union that have adopted the euro as their single currency and that this exclusive right includes the responsibility for the protection of the euro against counterfeiting,

Acknowledging that the European Central Bank has an active role in the prevention and detection of the counterfeiting of the euro; that Guideline ECB/1999/3 on certain provisions regarding euro banknotes, as amended on 26 August 1999[1], established the Counterfeit Analysis Centre ("CAC") within the European Central Bank, in order to centralise the technical analysis of counterfeit euro banknotes and data relating to the counterfeiting of the euro; and that Council Regulation (EC) No 1338/2001 of 28 June 2001 laying down measures necessary for the protection of the euro against counterfeiting[2], in particular Article 3 thereof, provides that the European Central Bank shall gather and store technical and statistical data relating to counterfeit euro banknotes discovered in non-member countries,

Acknowledging that the Bulgarian National Bank is competent, in accordance with the national legislation applicable to it, to investigate and analyse all counterfeit banknotes seized or recovered by the

1 OJ L 258, 5.10.1999, p. 32.
2 OJ L 181, 4.7.2001, p. 6.

banks of Bulgaria irrespective of whether they are of domestic or foreign currency, and to store all such counterfeits, and

Sharing a joint determination to combat the threats arising from the counterfeiting of the euro in general, and wanting to co-ordinate their efforts within the framework of the missions assigned to them, and to cooperate, within their respective competencies, in particular in the field of detection of counterfeit euro banknotes,

HAVE AGREED AS FOLLOWS:

Article 1

Purpose

1. The purpose of this Agreement is to establish a framework for cooperation between the Parties, within their respective competencies and subject to their respective rules and regulations, thus facilitating the prevention and detection of the counterfeiting of euro banknotes in Bulgaria.

2. This Agreement is without prejudice to the rights and obligations established in the Agreements and other arrangements between the Bulgarian National Bank and Interpol, as well as to those established in the Agreements and other arrangements between the European Central Bank and Interpol, respectively the European Central Bank and Europol.

Article 2

Exchange of information

Subject to the Parties' internal rules and regulations and to such arrangements as may be necessary for the safeguarding of confidential information, exchange of information and documents concerning matters of common interest as indicated in Article 1(1), shall take place between the Parties for the purpose of and in accordance with the provisions of this Agreement, and shall not include personal data.

Article 3

Obligations of the European Central Bank

1. The European Central Bank shall provide the Bulgarian National Bank with information regarding the technical specifications and technical features of legal tender euro banknotes.

2. The European Central Bank shall provide the Bulgarian National Bank with sufficient technical data relating to counterfeit euro banknotes that have been classified as common classes so as to enable the Bulgarian National Bank to identify them.

3. To the extent possible the European Central Bank shall stand ready to consult with the Bulgarian National Bank in order to facilitate the proper implementation of this Agreement.

Article 4

Obligations of the Bulgarian National Bank

1. Whenever the Bulgarian National Bank receives information concerning a new type of euro banknote counterfeit, which does not yet correspond to any of the common classes of which the European Central Bank has informed it, the Bulgarian National Bank shall promptly send samples of any such new type of euro banknote counterfeit received by it or otherwise in its possession to the European Central Bank. The number of samples required shall be agreed on a case by case basis by the Parties.

2. The samples shall be accompanied by a completed form "Reported Euro Counterfeits", which includes, if available, the following information:

   (a) the total number of the counterfeits that have been seized or recovered;

   (b) the date and location of the seizures or recoveries; and,

   (c) an assessment of whether or not the source of the counterfeits has been identified by the competent authority.

   The template form "Reported Euro Counterfeits" is laid down in the Annex.

3. If for any reason it is not possible for the Bulgarian National Bank to send the European Central Bank any of the samples referred to in paragraph 3, it shall instead send scanned images of such samples as laid down in the Annex, together with a completed form "Reported Euro Counterfeits".

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

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

6. The Bulgarian National Bank 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 European Central Bank.

Article 5

Major incidents

The European Central Bank and the Bulgarian National Bank shall inform each other immediately of major counterfeit incidents concerning euro banknotes.

Article 6

Means of communication between Parties

All information exchanged between the European Central Bank and the Bulgarian National Bank shall be exclusively communicated by means of secure communication. The Parties shall agree the means of secure communication separately. All files sent electronically shall 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 European Central Bank's website.

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

On behalf of the European Central Bank

Jean-Claude Trichet

ECB President

11/01/2005

Date

At Sofia

On behalf of the Bulgarian National Bank

Ivan Iskrov

BNB Governor

Date

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