

AGREEMENT

between the Republic of Armenia and the Czech Republic on Readmission of Persons Staying without Authorization

The Republic of Armenia and the Czech Republic (hereinafter referred to as the “Contracting Parties”),

Conforming to their desire to prevent illegal migration,

In order to provide for readmission of persons whose entry to or residence on the territory of the Contracting Parties is illegal,

Having in mind that this Agreement shall not constitute ground for mass deportation of persons,

Adhering to the principle of individual consideration of matters relating to persons subject to readmission,

In order to safeguard rights and basic freedoms, guaranteed by international treaties and the national law, of the persons subject to readmission,

Based on the principle of reciprocity,

Have agreed as follows:

Chapter I – Terms Used in the Agreement

Article 1

The terms below shall be of the following meaning for the purposes of this Agreement:

/1/ “Requesting Contracting Party” – either Contracting Party which has identified a person staying without authorization on its territory and has addressed a request to the other Contracting Party for the readmission of such person;

/2/ “Requested Contracting Party” – either Contracting Party to which a request for the readmission of a person staying without authorization on the territory of the Requesting Party has been delivered;

/3/ “Person staying without authorization” – any person who does not fulfil the statutory terms of entry onto or residence on the territory of the Requesting Contracting Party;

/4/ “Third Country” – any country except the Contracting Parties;

/5/ “Third-Country Citizen” – any person who is not a citizen of either of the Contracting Parties, including a stateless person.

Chapter II – Readmission of Own Citizens

Article 2

/1/ The Requested Contracting Party shall readmit on its territory any person staying without authorization upon the notification of the Requesting

Contracting Party as provided for in Article 4 of this Agreement if it has been proved that the person has the citizenship of the Requested Contracting Party.

/2/ The Requested Contracting Party shall readmit on its territory any person staying without authorization at the request of the Requesting Contracting Party if it is reasonably presumed that the person has the citizenship of the Requested Contracting Party

Article 3

/1/ Citizenship of the Contracting Parties shall be deemed proven by the following valid documents:

1.1. Citizenship of the Czech Republic:

- Identity card of the Czech Republic;
- Any type of the travel document of the Czech Republic;

1.2. Citizenship of the Republic of Armenia:

- The passport of the Republic of Armenia.

/2/ Should it be impossible to prove citizenship by any of the documents listed in paragraph 1 of this Article, citizenship can be reasonably presumed on the basis of:

2.1. Documents listed in paragraph 1 of this Article the validity of which has expired;

2.2. Conscription card or military service book;

2.3. Driving licence;

2.4. Birth certificate;

2.5. Certificate of citizenship;

2.6. Record of statement made by the person subject to readmission as minuted by the competent authority of the Requesting Contracting Party;

2.7. Document certifying legal capacity to contract marriage insofar as it contains indication of citizenship;

2.8. Any other document suggesting existence of a citizenship.

/3/ Citizenship proved under paragraph 1 of this Article shall be recognized by the Contracting Parties. Where citizenship is reasonably presumed as provided for in paragraph 2 of this Article, such presumption shall apply between the Contracting Parties unless disproved by the competent authority of the Requested Contracting Party.

Article 4

/1/ Requests for readmission of persons shall be submitted in writing by the competent authority of each Contracting Party to the competent authority of the other Contracting Party. A request shall include:

- 1.1. Name, surname and, if identified, other names by which the person is known, date and place of birth, sex, citizenship and the latest address on the territory of that Contracting Party whose citizen the person is, and one photograph of the person;
- 1.2. Date and manner of entry onto the territory of the Requesting Contracting Party, if known, and indication that the person fails to comply with the terms of entry onto or residence on the territory of the Requesting Contracting Party;
- 1.3. Indication of the need for special aid, care or assistance for the person subject to readmission due to the person's ill health or age;
- 1.4. Indication of necessary protective or security measures;
- 1.5. Proposed place and date of transfer.

/2/ Enclosed to the request shall be copies of documents on the basis of which citizenship is deemed proven or reasonably presumed as provided in Article 2 of this Agreement.

/3/ The Requested Contracting Party shall reply to the request immediately, but no later than thirty days of the delivery of the request. The Requested Contracting Party shall readmit the person whose readmission has been agreed immediately, but no later than within seven days of the delivery of the positive reply to the Requesting Contracting Party. Transfer of a person may be postponed due to legal or practical obstacles for as long as the obstacles persist. Should the obstacles last longer than one year, the Requesting Contracting Party shall lodge a new request. If the request is rejected, reasons for refusal shall be given in writing.

/4/ The request under paragraph 1 of this Article shall not be required if the person is a holder of a valid document of the Requested Contracting Party under Article 3 /1/. The Competent Authority of the Requesting Contracting Party shall notify in writing the Competent Authority of the Requested Contracting Party of the transfer of such a person at least 7 days before the planned transfer. The notification shall include the data listed in paragraph 1 of this Article and shall be accompanied with a copy of the document under Article 3 /1/.

/5/ A person who needs special aid, care or assistance due to his/her ill health or age, or should protective or security measures be necessary, shall be transferred and taken over with an escort. An Official Record of Readmission shall be drawn up in duplicate, to include the following data:

- 5.1. Name and surname of the person;
- 5.2. Date and place of birth;

- 5.3. Citizenship;
- 5.4. List of personal effects and money the person has on him/her;
- 5.5. In the case of readmission of a person who requires special aid, care or assistance, the Official Record shall include information about the person's health condition at the time of transfer.
 - /6/ If the person whose readmission has been agreed does not have a valid travel document of the Requested Contracting Party, the Requesting Contracting Party shall issue an emergency travel document to this person.
 - /7/ The Requesting Contracting Party shall admit the person back under the same terms if it is found that the person was not citizen of the Requested Contracting Party at the time of the submission of the request for readmission or the notification of transfer.

Chapter III – Readmission of Third-Country Citizens

Article 5

- /1/ Each Contracting Party shall, at the request of the other Contracting Party, readmit a Third-Country Citizen who, at the moment of ascertaining that his/her stay on the territory of the Requesting Contracting Party is unauthorized,
- 1.1 Is in possession of a valid visa or residence permit (hereinafter referred to as “authorization for residence”) of the Requested Contracting Party on the basis of which he/she stayed on its territory, or
 - 1.2 Entered the territory of the Requesting Contracting Party directly without authorization within five days of leaving the territory of the Requested Contracting Party.
- /2/ An airport transit visa, a transit visa, a visa granted to foreigners who applied for international protection and an exit order shall not be considered an authorization for residence under paragraph 1 of this Article.

Article 6

- /1/ A request for readmission of a Third-Country Citizen shall be submitted and dealt with directly by the competent authorities of the Contracting Parties. The request shall include:
- 1.1. Name, surname, date and place of birth, sex, citizenship, if known;
 - 1.2. Type, number, place of issue and validity of the travel document, if any;
 - 1.3. Date, place and manner of entry onto the territory of the Requesting Contracting Party, if known;
 - 1.4. Reasons for request as provided for in Article 5 herein;
 - 1.5. Indication of the need for special aid, care or assistance due to the person's ill health or age;

- 1.6. Indication of necessary protective or security measures;
- 1.7. Indication of the person's command of languages, in particular the need for an interpreter in order to facilitate communication with the person subject to readmission;
- 1.8. Proposed date and place of transfer of the person.

/2/ A request for readmission of a Third-Country Citizen shall be lodged without unnecessary delay, even if immediate transfer is not possible due to legal or practical obstacles. The request shall be lodged no later than one year following the date on which the Requesting Contracting Party ascertained that the Third-Country Citizen's entry onto or residence on its territory was illegal.

/3/ The Requested Contracting Party shall reply to the request immediately, but no later than thirty days after the date of delivery of the request.

/4/ The Requested Contracting Party shall readmit a Third-Country Citizen whose readmission has been agreed immediately, but no later than seven days after the delivery of the positive reply to the Requesting Contracting Party. Transfer of a Third-Country Citizen may be postponed due to legal or practical obstacles for as long as such obstacles persist, but no longer than one year.

/5/ A Third-Country Citizen who needs special aid, care or assistance due to ill health or age, or should protective or security measures be necessary, shall be transferred and taken over with an escort. An Official Record of Readmission shall be drawn up in duplicate, to include the following data:

- 5.1. Name and surname of the person;
- 5.2. Date and place of birth;
- 5.3. Citizenship;
- 5.4. List of personal effects and money the person has on him/her;
- 5.5. In the case of readmission of a person who needs special aid, care or assistance due to ill health or age, the Official Record shall include an indication of the person's health condition at the time of the transfer.

/6/ If the person whose readmission has been agreed does not have a valid travel document, the Requesting Contracting Party shall issue an emergency travel document to the person.

/7/ The Requesting Contracting Party shall admit back a Third-Country Citizen if the Requested Contracting Party finds out within thirty days of readmission that the terms of readmission as provided for by this Agreement were not complied with at the time of submission of the request for readmission.

Chapter IV – Transits of Third-Country Citizens

Article 7

/1/ Either Contracting Party shall take over a Third-Country Citizen for transit by air, if the other Contracting Party so requests and makes arrangements to ensure admission in the country of destination, or other transit countries.

/2/ Transit may be rejected if the Third-Country Citizen is

- 2.1. In peril of being subjected to inhuman treatment, torture or death penalty or in peril of his/her life or freedom in the country of destination and/or other transit countries, on grounds of race, religion, ethnic identity, affiliation to a specific social group or holding certain political views;
- 2.2. In peril of being subjected to criminal prosecution in the country of destination and/or other transit countries;
- 2.3. In peril of being subjected to criminal prosecution or service of prison sentence on the territory of the Requested Contracting Party;

the Requesting Contracting Party shall be informed of such facts prior to transit execution.

Article 8

/1/ Requests for transit shall be submitted and dealt with directly by the competent authorities of the Contracting Parties. A request shall include:

- 1.1. Name, surname, date and place of birth, sex, citizenship;
- 1.2. Type, number, place of issue and validity of passport;
- 1.3. Statement confirming that the admission in the country of destination or other transit countries has been arranged as provided for in Article 7 /1/;
- 1.4. Statement confirming that no circumstances are known which might constitute grounds for transit rejection as provided for in Article 7 /2/;
- 1.5. Flight details (date, flight number, time of arrival and departure);
- 1.6. Indication of the need for special aid, care or assistance due to the person's ill health or age;
- 1.7. Indication of necessary protective or security measures;
- 1.8. Indication of the person's command of languages, in particular the need for an interpreter in order to facilitate communication with the person subject to transit;
- 1.9. Proposed date and place of transfer of the person;
- 1.10. Country of destination and where appropriate country(s) of transit, with the indication of date and time of each transfer passage;

1.11. In the case of escorted transit, data of persons escorting the third country citizen (name, surname, occupation, passport).

/2/ Request for transit by air shall be sent without unnecessary delay so that it is delivered to the Requested Contracting Party no later than 72 hours before the commencement of the transit. The Requested Contracting Party shall reply no later than 24 hours following the delivery of the request.

/3/ When executing transits by air, the competent authorities of the Requested Contracting Party shall proceed in accordance with their national legislation.

/4/ No visa shall be required for the person subject to transit or the escorting personnel during their stay in the airport transit area.

/5/ The person subject to transit by air may be returned to the Requesting Contracting Party should the terms provided for in Article 7 /1/ not be complied with, or should reasons be found for rejection of transit as provided in Article 7 /2/.

Chapter V – Protection of Personal Data

Article 9

/1/ The Contracting Parties shall transfer personal data (hereinafter referred to as the “Data”) necessary to implement this Agreement in compliance with their national legislations, unless provided for otherwise hereinafter. The Contracting Parties shall proceed in compliance with the following principles:

- 1.1. The Requested Contracting Party may use the Data exclusively for the purpose of this Agreement and on terms stipulated by the Requesting Contracting Party.
- 1.2. The Requested Contracting Party shall, at the request of the Requesting Contracting Party, provide information on the use of the Data transferred and the results achieved thereby.
- 1.3. Data shall be transferred exclusively to the competent authorities of the Contracting Parties. Disclosure of Data to other authorities shall be subject to written authorization by the Requesting Contracting Party.
- 1.4. The Requesting Contracting Party shall bear in mind the veracity and accuracy of the Data transferred, and consider whether the transfer is necessary and adequate to the purpose. Data shall not be transferred should it be inconsistent with the legal legislations of the Requesting Contracting Party or prejudice the legitimate interests of the Data subjects. Should it be found that untrue or inaccurate Data have been transferred, or Data which should not have been transferred, the Requested Contracting Party shall be notified immediately. The Requested Contracting Party shall correct such Data, or delete them if they should not have been transferred.

- 1.5. The person whose Data should be or have been transferred shall be informed of the Data transferred if the person requests so and if the legislation of the Contracting Party concerned allows this.
- 1.6. The Requesting Contracting Party shall provide information, in compliance with its legislation, of the effective time limits for the deletion of Data. Irrespective of such time limits, Data relating to the person subject to readmission or transit shall be deleted as soon as the reason for which the Data have been transferred has ceased to exist. The Requesting Contracting Party shall be informed of the deletion of such Data and of the reasons for the deletion. In the case of termination of this Agreement, all Data received shall be deleted no later than on the date of the Agreement termination.
- 1.7. The Contracting Parties shall keep records of Data transfers, receipts and deletions. Data kept in such records may only be used for the purpose of checks of whether Data are processed in compliance with the legislation and the provisions of this Agreement.
- 1.8. The Contracting Parties shall be obliged to adopt such measures as may be necessary to prevent unauthorized or accidental access to the Data, their loss or unauthorized or accidental alteration or deletion, their unauthorized transfer or disclosure, or any other unauthorized processing or use.

/2/ The Data transferred in relation to readmissions or transits of persons shall only relate to the following:

- 2.1. Data of the person subject to readmission or transit and, if necessary, also the data of his/her family members (i.e. name, surname, former names, nicknames or assumed names, aliases, date and place of birth, present and past citizenships) and/or other data enabling identification of the person subject to readmission or transit as well as the data required for organizing the transfer or transit of the person concerned;
- 2.2. Passport, identity card or any other personal or travel document or a pass (number, validity, date and place of issue, issuing authority, etc.);
- 2.3. Authorisations for residence issued by the Contracting Party;
- 2.4. Places of residence and routes travelled so far.

Chapter VI – Coverage of Costs

Article 10

/1/ Costs related to readmission of persons as provided for in Articles 2 to 6 shall be borne by the Requesting Contracting Party up to the moment the person concerned is taken over by the competent authority of the Requested Contracting Party.

/2/ Costs of transport related to returns of persons as provided for in Article 4 /7/ and Article 6 /7/, shall be borne by the Requesting Contracting Party.

/3/ Costs related to transits of persons as provided for in Articles 7 and 8 and/or returns of Third-Country Citizens as provided for in Article 8 /5/ shall be borne by the Requesting Contracting Party.

Chapter VII – Implementation of the Agreement

Article 11

/1/ The Contracting Parties undertake to execute readmissions and transits of persons duly in compliance with international law and customary procedures and respecting the rights and dignity of such persons.

/2/ For the implementation of this Agreement the Competent Authorities of the Contracting Parties shall be:

for the Republic of Armenia

- the Ministry of Territorial Administration of the Republic of Armenia;

for the Czech Republic

- the Ministry of the Interior of the Czech Republic.

Article 12

The Competent Authorities of the Contracting Parties shall exchange specimens of documents:

1. Listed in Article 3 /1/;
2. Proving authorization for residence on the territory of the Contracting Parties

Article 13

The Competent Authorities of the Contracting Parties shall be responsible for the implementation of this Agreement, for which they shall conclude an Implementation Protocol whereby they shall specify in detail:

1. The competent organizational units responsible for dealing with requests and executing readmissions and transits of persons and resolving unclear and disputed matters related to the implementation of this Agreement, as well as the way of mutual communication;
2. Border crossing points at which transfers of persons shall be effectuated;
3. Documents and other means proving or giving grounds to reasonably presume that the conditions for readmission of a Third-Country Citizen under Article 5 / 1/ have been met;

4. Details of the execution of escorted transits;
5. Form and procedure of cost reimbursement under Article 10.

Article 14

/1/ The Competent Authorities of the Contracting Parties shall appoint two experts to jointly evaluate the implementation of this Agreement and, if need be, offer proposals for the solution of matters related to the implementation thereof including proposals for possible changes and amendments to the Agreement or the Implementation Protocol. Other experts may be invited to such meetings.

/2/ Any disputes that might arise in connection with the interpretation or implementation of this Agreement shall be solved by negotiations between the Contracting Parties.

Article 15

This Agreement is without prejudice to obligations of the Contracting Parties arising under other international treaties.

Chapter VIII – Final Provisions

Article 16

/1/ This Agreement shall enter into force on the first day of the second month after the date on which the Contracting Parties have notified each other in writing that the relevant requirements provided for by their national legislation have been complied with.

/2/ Either Contracting Party may suspend the implementation of this Agreement in full or in part, except Articles 2 to 4, should the concerns of national security, public order or public health require so. The Contracting Parties shall notify each other of the decision to suspend the implementation of the Agreement immediately by diplomatic channels. The suspension of the implementation of the Agreement shall enter into force on the thirtieth day of the delivery of the notification to the other Contracting Party.

/3/ This Agreement is concluded for an indefinite period. Either Contracting Party may denounce it at any time by a written notice to the other Contracting Party, delivered through diplomatic channels. The Agreement shall terminate on the ninetieth day of the receipt of the notice.

Done in Yerevan on 17 May 2010, in two originals, each in the Armenian, Czech and English languages, all texts being equally authentic. In case of divergence in the interpretation of this Agreement the English text shall prevail.

The Agreement entered into force on 01.04.2011.