

## Certified translation from Polish

### AGREEMENT

#### for bilateral cooperation

concluded on 7.10. 2010 in Warsaw between:

*the Institute of National Remembrance - the Commission for the Prosecution of Crimes against the Polish Nation, with the registered office in Warsaw, 2/4/6 Krasinski Square, hereinafter referred to as*

*the „IPN,” represented by:*

Dr. Franciszek Gryciuk - Deputy President of the Institute, and

*the Commission for the Disclosure of Documents and for Identification of Affiliation with the Former State Security or Intelligence, represented by:*

Evtim Kostadinov - the Chairman,

hereinafter jointly referred to as the „Contracting Parties,”

The Contracting Parties undertake to conclude this Agreement in accordance with the terms and conditions given below.

### PREAMBLE

The Contracting Parties, guided by the need to cooperate at exercising their rights granted to them by their respective national legislations, declare hereby, in the spirit of friendship, their intention to



promote and develop their cooperation in preserving, disclosing and using files archived by the Parties, in compliance with their domestic laws. The Parties are convinced that their cooperation shall contribute to examination and application of the best practices and expertise in their work with archive material, stored by the Parties in the public interest. Declaring their intention to develop the long-term cooperation, beneficial for both Parties and based on mutual respect and recognition of each Party's interests, the Contracting Parties undertake as follows:

#### §1.

The Contracting Parties shall cooperate in the area of archive material, scientific research and publication of sources in possession of the IPN and the CDDAABCSSISBNA, as well as in the area of historical education, in accordance with the Parties' competences.

#### §2.

The Contracting Parties shall cooperate in the area of archive material. The cooperation shall include, in particular:

1. Exchange of experience in collecting, compiling and providing access to documents from archives of the Contracting Parties, as well as preservation and protection of these documents with the use of digital technology; sharing information about archive material collected by the Contracting Parties.
2. Cooperation in the area of scientific research, publication of sources and historical education within the scope defined by the Contracting Parties shall include, in particular:
  - 1) joint research programs and mutual assistance in disseminating results of scientific research,
  - 2) organization of exhibitions, seminars and conferences,
  - 3) organization of working meetings and study visits of employees of the Contracting Parties,
  - 4) joint publication of historical studies and documents,
  - 5) educational projects and exchange of experience within this area,
  - 6) other forms of cooperation, jointly agreed on by the Contracting Parties.
3. The CDDAABCSSISBNA undertakes to provide the IPN free of charge with one copy of all its publications or the publications in preparation of which the CDDAABCSSISBNA took part.
4. The IPN undertakes to provide the CDDAABCSSISBNA free of charge with one copy of all publications issued in the main publishing series of the IPN.
5. The Contracting Parties agree that detailed agreements can be concluded, specifying rules of the cooperation established pursuant to this Agreement.

#### §3.

Each Contracting Party, in compliance with the applicable laws of the Republic of Bulgaria and the Republic of Poland, shall provide employees of the other Contracting Party with access to archive documents concerning political repression against the Bulgarian and Polish nations in the 20<sup>th</sup> c.



#### §4.

The Contracting Parties shall exchange between them copies of archive documents in accordance with laws applicable in the Republic of Bulgaria and the Republic of Poland.

#### §5.

The Contracting Parties agree that they shall mention each other in their archive aids and publications as sources of original documents, in compliance with the regulations applicable to the institutions represented by the Contracting Parties.

#### §6.

The Contracting Parties agree that enterprises connected with this Agreement shall be arranged in the working mode through correspondence or bilateral meetings of the Parties' representatives.

#### §7.

1. The Contracting Parties are obliged to inform the third parties who have access to copies of documents stored in the archives of the CDDAABCSSISBNA and the IPN, pursuant to this Agreement, about the manner of using copies of these documents, in compliance with the laws applicable in the States of the Contracting Parties.
2. Any use of copies of documents for commercial purposes requires a prior written consent of the owner of the originals document, who is also entitled to a license fee.

#### §8.

1. The Contracting Parties declare that they establish their cooperation in good faith, in order to implement the provisions of this Agreement.
2. The Contracting Parties shall make all efforts to amicably resolve any disputes arising in connection with this Agreement.

#### §9.

1. All mutual obligations of the Contracting Parties arising out of this Agreement are and shall remain solely their obligations.
2. The obligations of both Contracting Parties arising out of this Agreement shall be governed by the laws applicable in the States of the Contracting Parties and can be incurred only subject to the availability of funds.
3. The Parties agree that - unless this contributes to the implementation of the Agreement and, in particular, to informing the public opinion and third party institutions thereof - neither Contracting Party shall use or permit another institution to use the name of the other Contracting Party, unless a written consent has been obtained.





4. Each Contracting Party shall bear all costs of visits of their representatives to the other Contracting Party.

#### §10.

The following persons shall be responsible for coordinating the Contracting Parties' cooperation established pursuant to this Agreement:

1. on behalf of the **IPN**:
  - 1) Director of the Bureau of Provision and Archivization of Documents,
  - 2) Director of the Bureau of Public Education;
2. on behalf of the **CDDAABCSSISBNA**:
  - 1) Todor Trifonov, member of the committee.

#### §11.

The Contracting Parties undertake to protect the information obtained as a result of the cooperation established by this Agreement and to comply with the special conditions of information security, if the Contracting Party providing such information asserts that such special conditions are required, pursuant to the regulations pertaining to secret information security applicable in the Republic of Poland or in the Republic of Bulgaria.

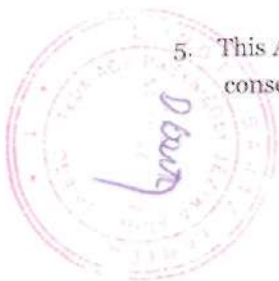
#### §12.

The mailing addresses of the Contracting Parties are:

- 1) the Commission for Disclosure of Documents and for Revealing Affiliation of Bulgarian Citizens with the State Security and Intelligence of the Bulgarian National Army, ul. Vrabcha 1, Sofia 1000, Bulgaria;
- 2) Instytut Pamięci Narodowej (The Institute of National Remembrance) - the Commission for the Prosecution of Crimes against the Polish Nation, ul. Towarowa 28, 00-839 Warsaw, Poland.

#### §13.

1. The Agreement is concluded for a specified period of time, until 31.12.2011.
2. The Agreement shall be effective upon its signing by representatives of the Contracting Parties.
3. Each Contracting Party is entitled to terminate this Agreement with a 3-month notice made in writing, otherwise being null and void.
4. The notice period begins on the date a written notice is handed in to the other Party.
5. This Agreement can be terminated on a date other than specified in section 2, upon mutual written consent of the Contracting Parties.

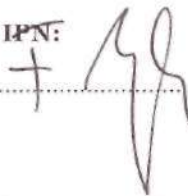


6. The Contracting Parties agree that the correspondence connected with the Agreement shall be conducted in the English language.
7. Any disputes arising in connection with this Agreement shall be resolved amicably by negotiation.
8. In the event a dispute cannot be resolved in the manner specified in section 7, it shall be submitted for resolution to a court of competent jurisdiction, i.e. the court competent in respect of the defendant's domicile.

**§ 14.**

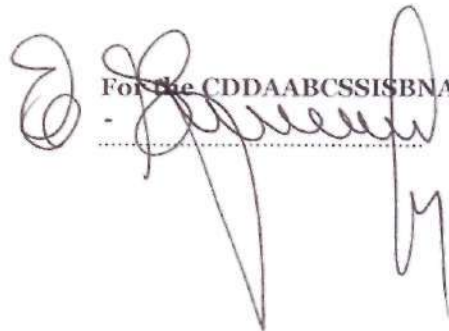
1. This Agreement constitutes the entire agreement entered into by the Contracting Parties with regard to the purpose which is the object of the Agreement. All amendments and modifications to the contents of this Agreement shall be deemed null and void unless made in writing, in the form of an appendix, by authorized representatives of the Contracting Parties.
2. The Agreement has been drawn up in six copies: two in the Bulgarian language, two in the Polish language and two in the English language. All language versions are equally authentic. Each Contracting Party receives three copies of the Agreement: one in Polish, one in Bulgarian and one in English.

For the IPN:



/rectangular stamp reading:/  
Grzegorz J. Ciecierski, Ph.D., SOLICITOR  
/signature indecipherable/  
15<sup>th</sup> September 2010

For the CDDAABCSSISBNA:



---

I, Dorota Bartz-Janiec, a court-accredited translator (TP/205/07), hereby certify that this translation is a true and faithful representation of the original document in Polish presented to me on October 4<sup>th</sup>, 2010.

Rep. 1082/2010

Poznań, October 5th, 2010

