

Co-operation Agreement

between

Europol

and

the European Monitoring Centre

for

Drugs and Drug Addiction

The European Police Office, hereinafter referred to as Europol, and the European Monitoring Centre for Drugs and Drug Addiction, hereinafter referred to as the EMCDDA;

Considering that it is within their common interest to enhance their co-operation;

Considering the objective of Europol, within the framework of co-operation between the Member States of the European Union, to improve the effectiveness of the competent authorities in preventing and combating terrorism, unlawful drug trafficking and other serious forms of international crime where there are factual indications that an organised criminal structure is involved and two or more Member States are affected by the forms of crime in question;

Considering that Europol facilitates the exchange of information and intelligence and provides strategic and operational analyses, expertise and technical support;

Considering that the EMCDDA's overall tasks are to produce objective, reliable and comparable information at European level concerning drugs and drug addiction and their consequences and to help provide the European Community and its member States with an overall view of the drug and drug addiction situation when, in their respective areas of competence, they make measures or decide on action;

Considering that the EMCDDA has the responsibility of establishing and co-ordinating in co-operation with the Member States of the European Union, a European Network on drugs and Drug Addiction (REITOX);

Considering that the Management Board of Europol has given Europol the authorisation to enter into negotiations on a Co-operation Agreement with the EMCDDA on 5 December 2000 and authorisation to conclude the present Agreement on 23 October 2001;

Considering that authority for EMCDDA to enter into this Co-operation Agreement is in accordance with the provisions of Article 12 of the European Council Regulation relating to the establishment of the European Monitoring Centre for Drugs and Drug Addiction;¹

Referring to the European Union Action Plan on Drugs, endorsed by the European Council of Santa Maria da Feira²;

Also referring to the Joint Action of 16 June 1997 adopted by the Council on the basis of Article K.3 of the Treaty on the European union, concerning the information exchange, risk assessment and the control of new synthetic drugs,³ and any future Council decision on co-operation between Europol and the EMCDDA;

Have agreed as follows:

¹ European Economic Community Regulation (EEC) no 302/93 of 02.08.93, O.J. L 36/1-8, modified by Council Regulation (EC) no 3294/94 of 22.12.1994, O.J. L 341/7 and by Council Regulation (EC) no 2220/2000 of 28.09. 2000, O.J. L 253/1.

² No 9283/00, Cordroque 64, Rev. 3.

³ O.J. L 167/1-3.

Article 1

Purpose of the Agreement

The purpose of this Agreement is to enhance the co-operation between Europol and the EMCDDA in the areas mentioned in Article 2 of this Agreement, in particular through the exchange of strategic and technical information.

Article 2

Areas to which the Agreement applies

1. Co-operation between the two Organisations shall be limited to drug-related matters and associated illegal money laundering activities, and diversion of chemical precursors, in accordance with their respective mandates, and shall be based on the principles of appropriateness, common interest, reciprocity and complementarity.
2. The implementation of specific work projects shall be undertaken with reference to each Organisation's annual work programme, following approval of the work programmes by the decision-making bodies and taking into account the availability of adequate resources.
3. Europol and the EMCDDA:
 - (a) shall co-operate in the collection and analysis of relevant data and the dissemination of information. They shall also co-ordinate their efforts to achieve the best use of available information and to ensure the most effective utilisation of their resources to this end;
 - (b) may seek the other's technical expertise and co-operation in the interest of their respective activities and may conclude, as required, specific agreements to this purpose, including the creation of joint projects;
 - (c) shall invite each other within their regulations to attend meetings convened under their respective auspices and which consider matters in which the other Organisation has an interest or technical competence. They shall ensure the timely exchange of information on meeting programmes to facilitate the expression of such interest.

Article 3

Mutual Consultation

Europol and the EMCDDA:

- (a) shall consult each other regularly and keep each other informed on strategy issues and matters of common interest, for the purpose of achieving their

respective objectives, implementing their respective mandates and co-ordinating their respective activities;

- (b) shall consult each other to ensure the greatest possible degree of co-ordination in regard to the organisation of meetings and missions of technical experts concerning questions in which both Organisations have an interest;
- (c) will each designate one or more staff members for the maintenance of close, direct and continuing contacts with a view to ensuring the implementation of the provisions of the present Co-operation Agreement;
- (d) will convene, when appropriate, co-ordination review meetings at the required level between representatives of the two Organisations. Where necessary, decisions shall be referred to the Director of Europol and the Executive Director of the EMCDDA.

Article 4

Exchange of Information

1. Exchange of information between Europol and the EMCDDA shall only take place for the purpose of and in accordance with the provisions of this agreement, and will not include data related to an identified individual or identifiable individuals.
2. The Parties may inform each other, at the moment of supply of information or before, of the purpose for which the information is supplied and of any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms. Where the need for such restrictions becomes apparent after the supply, the parties may also inform each other of such restrictions at a later stage.

Article 5

Confidentiality of information

1. Each Party shall ensure that information received on the basis of this agreement will be subject to its confidentiality and security standards for the processing of information.
2. Each Party will ensure that information received from the other Party will receive a level of protection which is equivalent to the level of protection offered by the measures applied to that information by the other Party. In order to ensure the implementation of this principle, both Parties will establish a table of equivalence between their respective confidentiality and security standards.

3. In accordance with the principle of proportionality, confidentiality levels will be attributed at the lowest possible level by each Party and amended accordingly wherever possible.
4. The Party supplying the information will be responsible for the choice of the appropriate confidentiality level for information supplied and shall ensure that the level is clearly indicated.
5. Both Parties may at any time request an amendment of the chosen confidentiality level for information supplied, including the possible removal of such a level. The receiving Party shall be obliged to amend the confidentiality level accordingly.

Article 6

Liability

1. If damage is caused to one Party as a result of unauthorised or incorrect data processing under this Agreement by the other Party, that Party shall be liable for such damage.
2. In such cases, or in cases where both Parties are responsible for unauthorised or incorrect data processing, the Parties shall endeavour to find an equitable solution for the compensation of damages suffered.

Article 7

Settlement of Disputes

Any dispute between the Parties concerning the interpretation or application of this Agreement, which can not be settled amicably between the Director of Europol and the Executive Director of the EMCDDA, may be referred for advice to an *ad hoc* Committee at the request of either Party. The Committee, which shall comprise no more than 3 members of the Management Board of Europol and 3 members of the Management Board of the EMCDDA, shall draw up its own rules of procedure. The Committee's advice will be submitted to the Director of Europol and the Executive Director of the EMCDDA.

Article 8
Amendments

1. This Agreement may be amended by mutual consent between Europol and the EMCDDA at any time in accordance with their respective statutory requirements.
2. Europol and the EMCDDA shall enter into consultations with respect to the amendment of this Agreement at the request of either of them.

Article 9
Termination of the Agreement

This Agreement may be terminated by each party with three months' notice.

Article 10
Entry into force

This Agreement shall enter into force on the day following the date of signature.

Done at Brussels on the nineteenth of November 2001, in two copies in the English language.

For the EMCDDA,

For Europol,

Georges Estievenart
Executive Director

Jürgen Storbeck
Director
