

**Administrative Agreement on Co-operation**

**between**

**the European Commission**

**and**

**the European Police Office**

## **Administrative Agreement on Co-operation between the European Commission and the European Police Office**

The European Commission, hereinafter referred to as the Commission, and the European Police Office, hereinafter referred to as Europol;

Considering that it is within their common interest to formalise and enhance their co-operation; Considering the objective of the European Union to ensure that the European Union is an area of freedom, security and justice;

Considering that the Commission is fully associated with the work in the area of police co-operation and can conclude administrative agreements;

Considering the objective of Europol to improve the effectiveness and the co-operation of the competent authorities in the Member States 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 in such a way as to require a common approach by the Member States owing to the scale, significance and consequences of the offences concerned;

Considering that the Europol Management Board has given Europol the authorisation to enter into negotiations on a co-operation agreement with the European Commission on 5 December 2000;

Considering that the question of exchange of personal data between the Commission and Europol, which is not covered by the present agreement, should be considered in due time;

Have agreed as follows:

## **Article 1**

### **Purpose of the Agreement**

The purpose of this Agreement is to provide for effective co-operation between the Commission and Europol in the prevention and combating of serious forms of international crime in the areas mentioned in Article 2 of this Agreement.

## **Article 2**

### **Areas of crime to which the Agreement applies**

The co-operation as established in this Agreement shall include preventing and combating serious crime, in the areas which fall in the competencies of both the Commission and Europol. Where a Party is instructed by its respective constitutional bodies to deal with additional forms of crime, it shall inform the other Party in writing of this, indicating the date when the change to the mandate enters into force.

## **Article 3**

### **Contact point**

1. The Parties to the present Agreement shall act through a contact point. The Directorate-General of Justice and Home Affairs shall act as the central contact point of the Commission. The Director of Europol shall designate contact persons for Europol.
2. In specific areas of co-operation which fall also under the responsibility of other Commission services, such as swindling and fraud, corruption, money laundering, counterfeiting of the Euro and the trafficking in nuclear substances, direct contact between Europol and these services shall be possible. The services having direct contact shall inform the contact point of the Commission thereof.

## **Article 4**

### **Mutual consultation and assistance**

1. The Commission and Europol shall consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and co-ordinating their respective activities.
2. Where necessary to meet their objectives, the Commission and Europol will exchange information and provide mutual assistance within their respective competencies.

3. When appropriate, consultation shall be arranged at the required level between representatives of the Commission and Europol to agree upon the most effective way in which to organise particular activities in compliance with their respective mandates and competence.

## **Article 5**

### **Specific rules on the exchange of Information**

1. Exchange of information between the Commission and Europol 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. Both parties shall 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 6**

### **Confidentiality**

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 shall ensure that information received from the other Party shall 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, the Parties shall exchange their security manuals and establish a table of equivalence between their respective confidentiality levels.
3. In accordance with the principle of proportionality, confidentiality levels shall be attributed at the lowest appropriate level by each Party and amended accordingly wherever possible.
4. The Party supplying the information shall be responsible for the choice of the appropriate confidentiality level for information supplied and shall ensure that the level is clearly indicated.
5. Each Party 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.
6. The parties shall inform each other on any modifications of their respective security provisions before they enter into force.

## **Article 7**

### **Reciprocal representation**

Arrangements shall be made so that the meetings organised by one party may be attended by representatives of the other party, when such meetings are dealing with matters in which the other party has an interest or competence.

## **Article 8**

### **Settlement of Disputes**

1. Without prejudice to paragraph 2, any dispute between the Commission and Europol concerning the interpretation or application of this agreement shall be referred to the Director-General of Justice and Home Affairs and the Director of Europol, who shall aim to find an equitable solution. The Director-General of Justice and Home Affairs shall consult, where appropriate, the other Commission services concerned.
2. Each Party reserves the right to suspend its co-operation under this Agreement where no equitable solution has been found or in any other case where a Party is of the opinion that the obligations incumbent on the other Party under this Agreement have been breached.

## **Article 9**

### **Additional specific arrangements**

1. Based on this Agreement, further arrangements which contain detailed rules of application may be established between the Commission and Europol to ensure co-operation and information exchange in specific areas, in line with the present Agreement. Regarding the protection of the Euro an arrangement is annexed to this agreement, in compliance with Article 7 of the Council Regulation (EC) No 1338/2001.
2. Regarding the practical co-operation between Europol and the European Antifraud Office (OLAF) arrangements may be established within the scope of OLAF's operational activities to which its independence extends and consistent with the present agreement.

## **Article 10**

### **Amendments to and termination of the Agreement**

1. This Agreement may be amended by mutual consent between the Commission and Europol at any time in accordance with their legal provisions.
2. The Commission and Europol shall enter into consultations with respect to the amendment of this Agreement at the request of either Party. Each Party may terminate this Agreement with three months' notice in writing.

## **Article 11**

### **Entry into force**

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

Done at Brussels on 18 February 2003, in two copies in the English language.

For the Commission

For Europol

Antonio Vitorino  
European Commissioner  
for Justice and Home Affairs

Jürgen Storbeck  
Director

## **ANNEX 1**

### **ARRANGEMENT AS FORESEEN IN ARTICLE 9 OF THE CO-OPERATION AGREEMENT BETWEEN THE COMMISSION AND EUROPOL REGARDING COUNTERFEITING OF THE EURO.**

#### **Article 1**

##### **Exchange of information**

In conformity with the Agreement, exchange of information shall cover :

1. Transmission of reports or documents of which Europol or the Commission is the author (from the side of Europol examples of such documents are: reports on threat evaluation, risk analysis, on development of technologies, types of crime or methods of organised crime and statistical summaries).
2. Transmission of information of a general nature such as press releases concerning the euro and comparative law studies.
3. Communication of strategic information necessary for the accomplishment of the missions of each party, whether spontaneous communications or those requested. This communication may include relevant information from the Europol Information System.

This information shall comprise strategic, statistical information and current trends in counterfeiting issues, according to the respective areas of responsibility of the parties, and at least, as far as available:

- a) the communication of information concerning counterfeiting activities, including incidents linked to counterfeiting of the Euro, including the tendencies and the most important features of counterfeiting activity, for example:
  - the general circulation, origin and distribution circuits of counterfeit euros;
  - the total amounts linked to the circulation of counterfeit euros, and information on workshops detected;

so as to allow legislative instruments to be developed and to allow the Commission to provide information, where necessary, to the European Parliament and to the Member States.

- b) the communication to Europol of information of an operational nature linked to the Euro which the Commission would obtain in the area of counterfeiting of the euro, in particular:
  - information from third countries obtained in the context of the Union's co-operation, association and accession agreements;
  - information on the investigation or intelligence activities of OLAF.
- 4. With regard to the technical protection of coins, where the Commission is responsible for coordination with the Member States, Europol and the ETSC (European Technical and Scientific Centre) shall exchange information, including:
  - The notification to Europol of each new counterfeit Euro coin or variant classified by the ETSC;
  - Strategic and statistical reports on counterfeit Euro coins including trends and methods of production;
  - Information on seizures of counterfeit Euro coins outside the European Union;
  - Requests for ETSC assistance in the technical investigation of counterfeit Euro coins, and in the provision of support in counterfeit coin investigations outside of the European Union;
  - Forwarding of suspected counterfeit coins and counterfeit coins by Europol to the ETSC for examination, including the necessary administrative information for the Counterfeit Monitoring System (CMS).

## **Article 2**

### **Co-operation, assistance and training**

In conformity with the Agreement, co-operation shall include:

1. Participation in committees or Euro-related working groups;
2. Mutual assistance as regards training and exchanges of staff organised for the Member States and third countries;
3. Technical assistance.

**Table of Equivalence between the confidentiality levels  
of the Commission and of Europol**

(In accordance with the second sentence of Article 6(2) of the administrative agreement on co-operation between the European Commission and the European Police Office)

<b>Europol level</b>	<b>Commission level</b>
Europol information protected by the basic protection level as mentioned in Article 8(1) of the rules on confidentiality of Europol information	<i>Limited</i> <sup>1)</sup>
Europol 1 Information the unauthorized circulation of which would result in serious harm to the essential interests of Europol, or of one or more Member States	EU RESTRICTED <sup>2)</sup> Information and material the unauthorized disclosure of which could be disadvantageous to the interests of the European Union or of one or more of its Member States
Europol 2 Information the unauthorized circulation of which would result in very serious harm to the essential interests of Europol, or of one or more Member States	EU CONFIDENTIAL <sup>2)</sup> Information and material the unauthorized disclosure of which could harm the essential interests of the European Union or of one or more of its Member States
Europol 3 Information the unauthorized circulation of which would result in extremely serious harm to the essential interests of Europol, or of one or more Member States	EU SECRET <sup>2)</sup> Information and material the unauthorized disclosure of which could seriously harm the essential interests of the European Union or of one or more of its Member States
No comparable Europol confidentiality level	EU TOP SECRET <sup>2)</sup> Information and material the unauthorized disclosure of which could cause exceptionally grave prejudice to the essential interests of the EU or of one or more of its Member States

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<sup>1)</sup> Security marking in the sense of point 16.3 of the Commission's Rules on security contained in the annex to the Commission Decision 2001/844/EC, ECSC, Euratom of 29 November 2001 amending its internal Rules of Procedure (OJ L 317, 3.12.2001, p.1) and the Commission Security Notice 01, version 3.4.2002.

<sup>2)</sup> Security classification in the sense of point 16.1 of the Commission's Rules on security.