

**Co-operation Agreement
between the
United Nations Office on Drugs and Crime
and the
European Police Office**

The United Nations through its Office on Drugs and Crime, hereinafter referred to as UNODC, and the European Police Office, hereinafter referred to as Europol;

Hereinafter jointly referred to as “the Parties”;

Recognising that UNODC was created to focus and enhance the United Nations’ capacity to address the interrelated issues of drug control and trans-national crime;

Recognising that Europol was created to improve the effectiveness and co-operation of the competent authorities of its Member States in preventing and combating serious forms of international crime;

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

Considering that the Council of the European Union has given Europol the authorisation to enter into negotiations on a co-operation agreement with UNODC on 6 December 2001;

Agree to the following provisions:

Article 1
Purpose of the Agreement

The purpose of this Agreement is to facilitate co-operation between UNODC and Europol in combating serious forms of crime within their field of competence, according to their respective mandates.

Article 2
Contact persons

UNODC and Europol shall each designate contact persons in order to facilitate the most efficient co-operation between the two organisations.

Article 3
Mutual consultation

1. UNODC and Europol shall, when circumstances so require, exchange views and consult on policy issues and matters of common interest.
2. In this context, UNODC and Europol shall exchange information on new developments in their fields of activities and on projects that are of mutual interest.

Article 4
Exchange of Information

1. Any exchange of information between UNODC and Europol shall be subject to their respective rules and procedures and shall only take place for the purpose of and in accordance with the provisions of this agreement. The transfer of information by Europol shall not include data related to an identified individual or identifiable individuals.
2. The transfer of information by Europol shall not include data that are subject to a Europol classification level.
3. Both parties shall inform each other, at the moment of transfer of information or before, of the purpose for which the information is transferred 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 transfer, the parties shall also inform each other of such restrictions at a later stage.

4. The exchange of information as specified in this Agreement shall take place via the designated contact persons of UNODC and Europol.

Article 5

Technical co-operation

1. In the interest of their respective activities, UNODC and Europol may seek each other's technical co-operation when they are qualified to assist in the development and implementation of such activities.
2. Specific activities shall be subject to individual project documents. The terms and conditions and the execution modalities of such activities will be mutually agreed on a case-by-case basis by UNODC and Europol.

Article 6

Reciprocal representation

Wherever possible, arrangements shall be made to facilitate reciprocal representation at appropriate meetings organised by UNODC or Europol dealing with matters in which the other Party has an interest or competence, subject to the applicable rules of procedure.

Article 7

Settlement of Disputes

1. Any dispute between UNODC and Europol concerning the interpretation or application of this Agreement, or any question affecting the relationship between UNODC and Europol shall be referred to the Executive Director of UNODC and the Director of Europol, who shall aim to find an equitable solution.
2. Each Party reserves the right to suspend its obligations under this Agreement where one Party applies the procedure laid down in paragraph 1 of this Article 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.
3. If a Party decides to exercise its right to suspend its obligations under this Agreement it shall notify the other Party in writing.

Article 8

Amendments to and termination of the Agreement

1. This Agreement may be amended by mutual written consent between UNODC and Europol at any time. Europol may only give its consent to amendments after the unanimous approval of such amendments by the Council of the European Union.
2. UNODC and Europol shall enter into consultations with respect to the amendment of this Agreement at the request of either party.
3. This Agreement may be terminated by each Party with three months' notice.

Article 9

Entry into force

This Agreement shall enter into force upon the signature of the two Parties.

Done at Vienna this sixteenth day of March, 2004, in two copies in the English language.

For UNODC,

For Europol,

Antonio Maria Costa
Executive Director

Jürgen Storbeck
Director

