

**AGREEMENT ON CO-OPERATION**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA**  
**AND**  
**THE EUROPEAN POLICE OFFICE**

**Preamble**

The Government of the Republic of Colombia (Colombia) and the European Police Office (Europol), also referred to herein as Party or Parties:

considering that it is within their common interest 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 and to agree to the following provisions with the Government of the Republic of Colombia;

Have agreed as follows:

## **Article 1**

### **Purpose**

The purpose of this Agreement is to enhance the co-operation of the Member States of the European Union, acting through Europol, and Colombia in preventing, detecting, suppressing, and investigating serious forms of international crime in the areas mentioned in Article 3 of this Agreement, in particular through the exchange of strategic and technical information, as defined in Article 2. This Agreement does not authorise the transmission of data related to an identified individual or identifiable individuals.

## **Article 2**

### **Definitions**

1. "Strategic information" includes, but is not limited to:
  - a. enforcement actions that might be useful to suppress offences and, in particular, special means of combating offences;
  - b. new methods used in committing offences;
  - c. trends and developments in the methods used to commit offences;
  - d. observations and findings resulting from the successful application of new enforcement aids and techniques;
  - e. routes and changes in routes used by smugglers or those involved in illicit trafficking offences covered by this agreement.
  - f. prevention strategies and methods for management to select law enforcement priorities;
  - g. threat assessments and crime situation reports.
  
2. "Technical information" includes, but is not limited to:
  - a. means of strengthening administrative and enforcement structures in the fields covered by this agreement;
  - b. forensic police methods and investigative procedures;
  - c. methods of training the officials concerned;
  - d. criminal intelligence analytical methods;
  - e. identification of law enforcement expertise.

### **Article 3**

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

1. The co-operation as established in this Agreement shall, in line with the Parties co-operation interest in the particular case, relate to all areas of crime within Europol's mandate at the date of entry into force of this Agreement, as well as related criminal offences.
2. Related criminal offences shall be the criminal offences committed in order to procure the means for perpetrating the criminal acts mentioned in paragraph 1, criminal offences committed in order to facilitate or carry out such acts, and criminal offences to ensure the impunity of such acts.
3. Where Europol's mandate is changed to cover areas of crime in addition to those set forth in paragraph 1, Europol may, from the date when the change to Europol's mandate enters into force, submit to Colombia in writing a proposal to extend the scope of application of this agreement in relation to the new mandate. In doing so, Europol shall inform Colombia of all relevant issues related to the change of the mandate. This agreement shall apply in relation to the new mandate as of the date on which Europol receives the written acceptance by Colombia in accordance with its internal procedures.
4. For the specific forms of criminality referred to in paragraph 1 which are included in Annex 1 to this Agreement, the definitions included in that Annex shall be applicable. Whenever a change to the mandate referred to in paragraph 3 entails the acceptance of a definition of another form of crime, such a definition shall also be applicable where this form of criminality becomes part of this Agreement in accordance with paragraph 3. Europol shall inform Colombia if and when the definition of an area of criminality is amplified, amended or supplemented. The new definition shall become part of this Agreement as of the date on which Europol receives the written acceptance of the definition by Colombia. Any amendment to the document to which the definition refers shall be considered an amendment of the definition as well.

### **Article 4**

#### **Competent authority and point of contact**

1. The Colombian National Police of the Ministry of Defence shall be the only competent body responsible for the implementation of this Agreement.
2. Each Party shall identify a point of contact to coordinate the application of this agreement.
3. These points of contact shall communicate directly with one another for the purposes of this agreement.

4. A Party may change the designated point of contact upon written notification thereof to the other Party.

## **Article 5**

### **Exchange of Information**

1. Exchange of information specified in this agreement shall only take place in accordance with the terms of this agreement.
2. The exchange of information as specified in this agreement will take place between the points of contact designated under Article 4 and, as the points of contact consider appropriate, may include direct exchanges of information with the law enforcement agencies identified pursuant to Article 4, paragraph 1.
3. Information exchanged pursuant to this agreement shall only be used for the purposes of this agreement and in the investigation, prosecution and prevention of criminal offences, and in proceedings related to criminal matters.
4. The Party providing the information may stipulate conditions on its further use. Such conditions on the usage of information may only be eliminated with the written consent of the providing Party.
5. Information received in accordance with the present Agreement shall not be used without the consent of the providing Party for purposes other than those for which it was provided.

## **Article 6**

### **Confidentiality**

1. Each Party shall take the measures necessary to protect the information received from the other Party, which are equivalent to those applied by the submitting Party to ensure its confidentiality. The correlation of such protection measures shall be determined by mutual consent between the Parties.
2. The measures for the protection of information may be changed by the receiving Party upon request of the Party which submitted the information, or with its written consent, with due regard to the applicable regulations on confidentiality of the receiving Party.

## **Article 7**

### **Mutual Consultation**

1. The points of contact designated by Colombia and Europol shall consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities.
2. When appropriate, consultation shall be arranged at the required level between representatives of the law enforcement authorities of Colombia and Europol responsible for the areas of criminality to which this agreement applies, to agree upon the most effective way in which to organise their particular activities.

## **Article 8**

### **Exchange of expertise**

Representatives of the points of contact described in Article 4, or designated representatives of the law enforcement police authorities responsible for the areas of criminality to which this agreement applies shall, as appropriate:

- a. participate in seminars, training courses, and other meetings; and
- b. facilitate visits of experts, law enforcement authorities, and administrators, in the areas of criminality covered by this agreement.

## **Article 9**

### **Liaison officers representing Colombia at Europol**

1. Colombia and Europol agree to enhance the co-operation as laid down in this Agreement through the designation of (one or more) liaison officer(s) representing Colombia at Europol. The liaison officers' tasks, rights and obligations as well as details regarding their designation with Europol and the costs involved are laid down in Annex 2.
2. Europol will arrange for all necessary facilities, such as office space and telecommunications equipment to be provided to such liaison officers within the premises of Europol, at the cost of Europol. The costs of telecommunication shall however be borne by Colombia.
3. The archives of the liaison officer shall be inviolable from any interference by Europol officials. These archives shall include all records, correspondence, documents, manuscripts, computer records, photographs, films and recordings belonging to or held by the liaison officer.

4. Colombia shall ensure that its liaison officers have speedy and, where technically feasible, direct access to the national databases necessary for them to fulfil their task while stationed at Europol.

## **Article 10**

### **Special clause**

Nothing in this agreement shall prejudice or otherwise affect or impact upon the provisions of any Mutual Legal Assistance Treaty, working law enforcement relationship, or any other agreement or arrangement for the exchange of information between Colombia and any Member State of the European Union.

## **Article 11**

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

1. This Agreement may be amended by mutual consent between Europol and Colombia at any time. Europol may only give its consent to amendments after unanimous approval by the Council of the European Union.
2. Colombia and Europol shall enter into consultations with respect to the amendment of or additions to this Agreement at the request of either of them. In particular, additional provisions relating to the exchange of personal data will be considered.
3. This Agreement may be terminated by each party with three months' written notice.

**Article 12****Entry into force**

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

Done at Brussels this ninth day of February two thousand and four, in duplicate, in the English and Spanish language, each text being equally authentic.

**For Colombia**

**For Europol**

**Jorge Daniel Castro Castro**  
**Director General, Colombian National Police**

**Jürgen Storbeck**  
**Director**

---

---

## ANNEX 1

### DEFINITION OF THE FORMS OF CRIME MENTIONED IN ARTICLE 3 OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA AND EUROPOL

With regard to the forms of crime listed in Article 3 of this Agreement, Europol shall, for the purposes of this Agreement, use the following definitions:

- "unlawful drug trafficking" means the criminal offences listed in Article 3 (1) of the United Nations Convention of 20 December 1988 against Illicit Traffic in Narcotic Drugs and Psychotropic Substances and in the provisions amending or replacing that Convention;
- "crime connected with nuclear and radioactive substances" means the criminal offences listed in Article 7(1) of the Convention on the Physical Protection of Nuclear Material, signed at Vienna and New York on 3 March 1980, and relating to the nuclear and/or radioactive materials defined in Article 197 of the Euratom Treaty and Directive 80/836 Euratom of 15 July 1980;
- "illegal immigrant smuggling" means activities intended deliberately to facilitate, for financial gain, the entry into, residence or employment in the territory of the Member States of the European Union and the Government of the Republic of Colombia, contrary to the rules and conditions applicable in their territories;
- "traffic in human beings" means subjection of a person to the real and illegal sway of other persons by using violence or menaces or by abuse of authority or intrigue, especially with a view to the exploitation of prostitution, forms of sexual exploitation and assault of minors or trade in abandoned children. These forms of exploitation also include the production, sale or distribution of child-pornography material;
- "motor vehicle crime" means the theft or misappropriation of motor vehicles, lorries, semi-trailers, the loads of lorries or semi-trailers, buses, motorcycles, caravans and agricultural vehicles, works vehicles, and the spare parts for such vehicles, and the receiving and concealing of such objects;
- "forgery of money and means of payment" means the acts defined in Article 3 of the Geneva Convention of 20 April 1929 on the Suppression of Counterfeiting Currency, which applies to both cash and other means of payments;
- "illegal money-laundering activities" means the criminal offences listed in Article 6 (1) to (3) of the Council of Europe Convention on Laundering, Search, Seizure and Confiscation of the Proceeds from Crime, signed at Strasbourg on 8 November 1990.

## **ANNEX 2**

### **LIAISON AGREEMENT AS MENTIONED IN ARTICLE 9 OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA AND EUROPOL**

#### **Article 1**

##### **Tasks of the liaison officer**

It shall be the task of the liaison officer to support and co-ordinate the co-operation between Colombia and Europol. In particular, the liaison officer shall be responsible for supporting contacts between Colombia and Europol facilitating the exchange of information.

#### **Article 2**

##### **Status of the liaison officer**

1. The liaison officer shall be regarded as a formal representative of Colombia with respect to Europol. Europol shall facilitate the liaison officer's stay within the Netherlands as far as this is within its possibilities; it shall in particular co-operate with the appropriate Dutch authorities in matters of privileges and immunities as far as necessary.
2. The liaison officer shall be a representative of the Colombian National Police responsible for preventing and combating criminal offences within the meaning of this Agreement.

#### **Article 3**

##### **Working methods**

1. Any exchange of information between Europol and the liaison officer shall only take place in accordance with the provisions of this Agreement.
2. When exchanging information, the liaison officer shall normally communicate directly with Europol through representatives appointed for this purpose by Europol. He shall not have direct access to Europol data files.

#### **Article 4 Confidentiality**

1. Colombia shall ensure that the liaison officer is screened at the appropriate national level for the liaison officer to be able to handle information supplied by or through Europol which is subject to a particular requirement of confidentiality, in accordance with Article 6 of the Agreement.
2. Europol will assist the liaison officer in providing for adequate resources to fulfil any requirements relating to the protection of the confidentiality of information exchanged with Europol.

#### **Article 5 Administrative issues**

1. The liaison officer shall comply with Europol's internal rules, without prejudice to his national law.
2. The liaison officer shall keep Europol informed of his working hours and contact details in cases of emergency. He shall also inform Europol of any extended stay away from Europol's Headquarters.

#### **Article 6 Liability and cases of conflict**

1. Colombia shall be liable for any damages caused by the liaison officer to Europol's property. Any such damages will be promptly repaid by Colombia, on the basis of a duly substantiated request by Europol.
  2. In cases of conflict between Colombia and Europol, or between the liaison officer and Europol, the Director of Europol will be entitled to prohibit access to the Europol building by the liaison officer, or to grant such access only under particular conditions or restrictions.
  3. Where there is a serious conflict between Europol and the liaison officer, the Director of Europol is entitled to submit a request to the Colombian Authorities for his replacement.
- 
-