



**Working Arrangement
establishing cooperative relations
between EUNAVFOR MED Operation Sophia and the
European Union Agency for Law Enforcement
Cooperation**

EUNAVFOR MED Operation Sophia (hereafter referred to as "EUNAVFOR MED")

and

the European Union Agency for Law Enforcement Cooperation (hereafter referred to as "Europol", and together referred to as "The Participants"),

Both Participants being aware of the urgent problems arising from international organised crime, especially terrorism, and other forms of serious crime,

Considering that the Europol Management Board has determined the list of Union Bodies with which Europol may conclude Working Arrangements, thereby having given Europol the authorisation to enter into negotiations on a Working Arrangement with EUNAVFOR MED,

Considering Articles 23 and 24 of Regulation (EU) 2016/794 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Law Enforcement Cooperation, as well as that the Europol Management Board has on 3 October 2018 approved the present Working Arrangement between EUNAVFOR MED and Europol,

Considering Article 8(3) of Council Decision CFSP 2015/778 of 18 May 2015 on a European Union military operation in the Southern Central Mediterranean, provides that EUNAVFOR MED shall establish a coordination mechanism, and as appropriate, conclude arrangements with, in particular, Europol,

Have agreed as follows:

Article 1

Purpose

1. The purpose of this Working Arrangement (hereafter referred to as "Arrangement") is to establish cooperative relations between Europol and EUNAVFOR MED within the existing limits of the respective legal frameworks in particular through the exchange of information between the Participants. The cooperation will not extend and go beyond the Participants' respective mandates.
2. Specifically, this Arrangement aims at the effective countering of the humanitarian crisis as well as the identification and analysis of the organised crime groups, in particular operating in the field of immigrant smuggling, trafficking in human beings and illegal trafficking including in arms, ammunitions, explosives and on crude oil and other illegal exports that are contrary to UNSCR 2146 (2014) and UNSCR 2362 (2017), as well as crimes relevant to the security of EUNAVFOR MED.

Article 2

Definitions

For the purpose of this Arrangement:

- a) "Europol Regulation" means Regulation (EU) 2016/794 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Law Enforcement Cooperation (Europol) and replacing and repealing Council Decisions 2009/371/JHA, 2009/934/JHA, 2009/935/JHA, 2009/936/JHA and 2009/968/JHA;
- b) "the Council Decision" means the Council Decision (CFSP) 2015/778 of 18 May 2015 on a European Union military operation in the Southern Central Mediterranean (EUNAVFOR MED);
- c) "personal data" means any information relating to an identified or identifiable natural person, an identifiable person being a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person;
- d) "information" means personal and non-personal data.

Chapter I - Scope

Article 3

Areas of activities

The cooperation as established in this Arrangement relates to the relevant areas of activities within the mandate of both Participants.

Article 4

Means of cooperation

The cooperation referred to in Article 3 may, additional to the exchange of information under the conditions laid down in this Arrangement, in accordance with the tasks of the Participants as outlined in their respective legal frameworks, in particular include the exchange of specialist knowledge, general situation reports, specific operational reports, results of strategic analysis, information on crime prevention methods and the participation in training activities.

Chapter II – Mode of cooperation

Article 5

Point of Contact

The Participants will designate a single point for official contact in order to maintain a properly coordinated cooperation while affording technical experts the freedom to exchange information in accordance with the terms of this Arrangement.

Article 6

Consultations and closer cooperation

The Participants share the view that to further their cooperation and enhance as well as monitor the development of the provisions of this Arrangement, regular exchanges, as appropriate, are integral. Specifically:

- a. High level meetings between Europol and EUNAVFOR MED will take place regularly to discuss issues relating to this Arrangement and the cooperation in general.

- b. EUNAVFOR MED and Europol will consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities.

Article 7
Liaison officers

The Parties may agree to the secondment of liaison officer(s) to Europol. Europol may, at its own discretion, equally consider the secondment of liaison officer(s) to EUNAVFOR MED. The liaison officers' tasks, rights and obligations, their number, and the costs involved, shall be governed by a separate instrument agreed between the Participants.

Chapter III - Information exchange

Article 8
General provisions

1. Exchange of information between the Participants can only take place in accordance with their respective legal framework and in accordance with the provisions of this Arrangement.
2. The Participants shall only supply information to each other which was collected, stored and transmitted in accordance with their respective legal framework and has not been clearly obtained in obvious violation of human rights.
3. Individuals shall have the right to access the information related to them transmitted on the basis of the present Arrangement, and to have such information checked, corrected or deleted. In cases where this right is exercised, the transmitting Participant will be consulted before a final decision on the request is taken.
4. Requests for public access to information transmitted on the basis of the present Arrangement shall be submitted to the transmitting Participant for their advice as soon as possible.

Article 9
Exchange of personal data

1. Any exchange of personal data shall be in accordance with and based upon the Participants' respective legal frameworks.
2. The Participants shall determine at the moment of transmission of the personal data or before, the purpose for which the data were transmitted, and 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 transmitting Participant shall inform of such restrictions at a later stage.
3. The Participants shall determine without undue delay, no later than six months after receipt, if and to what extent the personal data which have been supplied are necessary for the purpose for which they were supplied and inform the transmitting Participant thereof. The personal data must be deleted when the data is not necessary for the purpose for which they were transmitted.
4. The Participants shall retain personal data only as long as it is necessary and proportionate for the purpose for which it was transmitted. The need for continued storage shall be reviewed no later than three years after the transmission. During the review, the Participants may decide on the continued storage of data until the following review which shall take place after another period of three years if that is still necessary for the performance of its tasks. If no decision is taken on the continued storage of data, those data shall be deleted automatically.
5. Where a Participant has reason to believe that personal data previously transmitted by it is incorrect, inaccurate, no longer up to date or should not have been transmitted, it shall inform the other Participant, which shall correct or delete the personal data, and provide notification thereof.
6. Where a Participant has reason to believe that personal data previously received by it is incorrect, inaccurate, no longer up to date or should not have been transmitted, it shall inform the other Participant, which shall provide its position on the matter.
7. Personal data, by automated or other means, revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership and processing of genetic data or data concerning a person's health or sex life shall not be transmitted between the Participants unless such transmission is strictly necessary and proportionate.

Article 10
Use of the information

1. Information if transmitted with a purpose, notwithstanding the obligation to do so as per Article 9(2) of this Arrangement, may be used only for the purpose for which it was transmitted and any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms must be respected by the Participants.
2. Use of information for a different purpose than the purpose for which the information was transmitted must be authorised by the transmitting Participant.

Article 11
Onward transmission of information received

Any onward transmission by a Participant, including to Union bodies, third States and international organisations, of information received from the other Participant must receive the prior explicit authorisation by the latter, in specific or in general terms. Such consent may only be given when allowed under the applicable legal framework of the transmitting Participant.

Article 12
Assessment of the source and of the information

1. When information is supplied by a Participant to the other on the basis of this Arrangement, the reliability of the source of the information shall be respectively assessed as far as possible on the basis of the following table of equivalence:

EUNAVFOR MED	Europol
A: Completely reliable	A: Where there is no doubt of the authenticity, trustworthiness and competence of the source, or if the information is supplied by a source who, in the past, has proved to be reliable in all instances
B: Usually reliable	B: Source from whom information received has in most instances proved to be reliable
C: Fairly reliable	

D: Not usually reliable	C: Source from whom information received has in most instances proved to be unreliable
E: Unreliable	
F: Reliability cannot be assessed	X: The reliability of the source cannot be assessed

2. When information is supplied by a Participant to the other on the basis of this Arrangement, the accuracy of the information shall be respectively indicated as far as possible on the basis of the following table of equivalence:

EUNAVFOR MED	Europol
1: Confirmed by other sources	1: Information whose accuracy is not in doubt
2: Probably true	2: Information known personally to the source but not known personally to the official passing it on
3: Possibly True	3: Information not known personally to the source but corroborated by other information already recorded
4: Doubtful	4: Information which is not known personally to the source and cannot be corroborated
5: Improbable	
6: Truth cannot be assessed	

3. If either of the Participants, on the basis of information already in its possession, comes to the conclusion that the assessment of information supplied by the other Participants needs correction, it shall inform the other Participants and attempt to agree on an amendment to the assessment. Neither of the Participants shall change the assessment of information received without such agreement.
4. If a Participant receives information without an assessment, it shall attempt as far as possible and with the agreement of the transmitting Participant to assess the reliability of the source or the information on the basis of information already in its possession.
5. The Participants may find a common understanding in general terms on the assessment of specified types of information and specified sources, which will be laid down in an Arrangement between EUNAVFOR MED and Europol. If information

has been supplied on the basis of such Arrangement, this will be noted with the information.

6. If no reliable assessment can be made, or no agreement in general terms exists, the information shall be evaluated as:
 - a) **F**: Reliability cannot be assessed (for EUNAVFOR MED documents) or **X**: The reliability of the source cannot be assessed (for Europol documents);
 - b) **6**: Truth cannot be assessed (for EUNAVFOR MED documents) or **4**: Information which is not known personally to the source and cannot be corroborated (for Europol documents).

Article 13

Data security

The Participants shall ensure that the information exchanged or received is protected through technical and organisational measures. Such measures shall only be necessary where the effort they involve is proportionate to the objective they are designed to achieve in terms of protection, and will be designed to:

1. deny unauthorised persons access to data processing equipment used for processing personal data (equipment access control);
2. prevent the unauthorised reading, copying, modification or removal of data media (data media control);
3. prevent the unauthorised input of personal data and the unauthorised inspection, modification or deletion of stored personal data (storage control);
4. prevent the use of automated data- processing systems by unauthorised persons using data- communication equipment (user control);
5. ensure that persons authorised to use an automated data- processing system have access only to the personal data covered by their access authorisation (data access control);
6. ensure that it is possible to verify and establish to which bodies personal data may be or have been transmitted using data communication equipment (communication control);

7. ensure that it is possible to verify and establish what data have been accessed by which member of personnel and at what time (access log);
8. ensure that it is possible to verify and establish which personal data have been input into automated data- processing systems and when and by whom the personal data were input (input control);
9. prevent the unauthorised reading, copying, modification or deletion of personal data during transfers of personal data or during transportation of data media (transport control);
10. ensure that installed systems may, in the event of interruption, be restored immediately (recovery);
11. ensure that the functions of the system perform without fault, that the appearance of faults in the functions is immediately reported (reliability) and that stored personal data cannot be corrupted by system malfunctions (integrity).

Chapter IV – Confidentiality of information

Article 14

Principles of security and confidentiality

Each Participant shall:

1. protect and safeguard unclassified information subject to this Arrangement and the Arrangement on Confidentiality referred to in Article 15, with the exception of information which is expressly marked or is clearly recognisable as being public information, by various measures including the obligation of discretion and confidentiality, limiting access to authorised personnel and general technical and procedural measures;
2. protect and safeguard classified information subject to this Arrangement and the Arrangement on Confidentiality referred to in Article 15;
3. ensure that it has a security organisation, framework and measures in place. The Participants mutually accept and apply the basic principles and minimum standards implemented in their respective security systems and procedures to ensure that at

least an equivalent level of protection is granted for classified information subject to this Arrangement;

4. ensure that the premises where information subject to this Arrangement is kept have an appropriate level of physical security in accordance with the legal framework of the respective Participant;
5. ensure that access to and possession of information is restricted to those persons who by reason of their duties or obligations need to be acquainted with such information or need to handle it;
6. ensure that all persons who, in the conduct of their official duties, require access or whose duties or functions may afford access to classified information at the level Confidential UE/EU Confidential and above have been security cleared to the relevant level and been briefed on their responsibilities in accordance with the legal framework of the respective Participant;
7. be responsible for the choice of the appropriate classification level for information supplied to the other Participants;
8. ensure that classified information subject to this Arrangement keeps the classification level given to it by the originating Participant. The receiving Participant shall protect and safeguard the classified information according to its legal framework for the protection of classified information holding an equivalent classification level;
9. not use or permit the use of classified information subject to this Arrangement except for the purposes and within any limitations stated by or on behalf of the originator, without the written consent of the originator;
10. not disclose or permit the disclosure of classified information subject to this Arrangement to third parties, without the prior written consent of the originator.

Article 15

Arrangement on Confidentiality

The protection of the information exchanged between the Participants, shall be regulated in an Arrangement on Confidentiality agreed between the Participants implementing the principles outlined in this Chapter. The Arrangement on Confidentiality shall include in

particular provisions on the Parties' security organisation, education and training, standards of security screening, table of equivalence, handling of classified information and values of information assurance. Exchange of classified information is conditional upon the conclusion of the Arrangement on Confidentiality.

Chapter V - Disputes and liability

Article 16

Liability

1. The Participants shall be liable, in accordance with their respective legal frameworks, for any damage caused to an individual as a result of legal or factual errors in information exchanged. In order to avoid its liability under their respective legal frameworks vis-à-vis an injured party, neither Participant may plead that the other had transmitted inaccurate information.
2. If these legal or factual errors occurred as a result of information erroneously communicated to a Participant or of failure on the part of the other Participant to comply with their obligations, each Participant shall be bound to repay, on request, any amounts paid as compensation under paragraph 1 above, unless the information was used by the other Participant in breach of this Arrangement.
3. The Participants shall not require each other to pay for punitive or non-compensatory damages under paragraphs 1 and 2 above.

Article 17

Settlement of disputes

All disputes which may emerge in connection with the interpretation or application of this Arrangement will be settled by means of consultations and negotiations between representatives of the Participants.

Chapter VI - Final provisions

Article 18

Secure communication line

The establishment, implementation and operation of a secure communication line for the purpose of exchange of information between Europol and EUNAVFOR MED may be agreed upon between the Participants. In such a case, it shall be regulated in an Arrangement agreed between the Participants.

Article 19

Expenses

The Participants will bear their own expenses which arise in the course of implementation of the present Arrangement, unless otherwise stipulated in this Arrangement.

Article 20

Amendments and supplements

This Arrangement may be amended in writing, at any time by mutual consent between the Participants. Any amendments must receive the approval of Europol governing body.

Article 21

Entry into force

This Arrangement will enter into force on the date of the last signature.

Article 22

Repeal of the existing Memorandum of Understanding

The Memorandum of Understanding for the purpose of enhancing cooperation between Europol and EUNAVFOR MED signed on 22 December 2015 is repealed and replaced by this Arrangement. The legal effect of the Memorandum of Understanding shall remain in force.

Article 23
Termination of the Arrangement

1. This Arrangement may be terminated in writing by either Participant with a three months' notice.
2. In case of termination, the Participants shall reach agreement on the continued use and storage of the information that has already been communicated between them. If no agreement is reached, either of the two Participants is entitled to require that the information which it has communicated be destroyed or returned to the transmitting Participant.
3. Without prejudice to paragraph 1, the legal effects of this Arrangement remain in force.

Signed in duplicate in the English language.

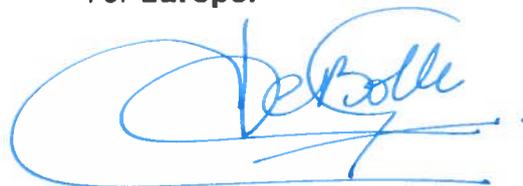
For **EUNAVFOR MED**



Rear Admiral Enrico Credendino
EU Operation Commander

Done at *ROME* on *21.12.2018*

For **Europol**



Catherine De Bolle
Executive Director

Done at *The Hague* on *17.12.2018*