

**Working and Administrative Arrangement
establishing cooperative relations
between the competent authorities of the United
Kingdom of Great Britain and Northern Ireland and the
European Union Agency for Law Enforcement
Cooperation**

The National Crime Agency (hereinafter referred to as "NCA"), representing the competent authorities of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "United Kingdom") as mentioned in Article 6 of this Arrangement,

And

the European Union Agency for Law Enforcement Cooperation (hereinafter referred to as "Europol"),

Hereinafter collectively referred to as the "Parties" or individually as the "Party",

Aware of the urgent problems arising from international organised crime, especially terrorism, and other forms of serious crime,

Having regard to the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (hereinafter referred to as "the Agreement") which entered into force on 1 May 2021 and was provisionally applicable as of 1 January 2021,

Considering that the Agreement establishes cooperative relations between Europol and the competent authorities of the United Kingdom in order to support and strengthen action by the Member States and the United Kingdom, as well as their mutual cooperation in preventing and combating serious crime, terrorism, and forms of crime which affect a common interest covered by a Union policy, as referred to in Article 566 of the Agreement,

Considering that Article 577 of the Agreement requires the conclusion of Working and Administrative Arrangements between Europol and the competent authorities of the United Kingdom setting out the details of cooperation between the United Kingdom and Europol to complement and implement the relevant provisions of the Agreement,

Noting that any transfer of personal data by Europol to the competent authorities of the United Kingdom under this Arrangement may only take place in accordance with Article 25 of Regulation (EU) 2016/794, and any transfer of personal data by the competent authorities of the United Kingdom to Europol under this Arrangement may only take place in accordance with the data protection rules on international transfers of the United Kingdom,

Considering Article 23(4) of the Europol Regulation as well as that the Europol Management Board has on 7 July 2021 approved the present Working and Administrative Arrangement between NCA and Europol,

Respectful of the laws of the United Kingdom in relation to human rights and Europol's obligations under the Charter of Fundamental Rights of the European Union,

Have agreed as follows:

Article 1

Purpose

The purpose of this Working and Administrative Arrangement (hereinafter referred to as "this Arrangement") is to complement and implement the relevant provisions of the Agreement, in particular Title V of Part Three, which establishes cooperative relations between Europol and the competent authorities of the United Kingdom. This is in order to support and strengthen the action by the Member States of the European Union and the United Kingdom, as well as their mutual cooperation in preventing and combating serious crime, terrorism and forms of crime which affect a common interest covered by a Union policy, as referred to in Article 3, in particular through the exchange of information.

Article 2

Definitions

For the purpose of this Arrangement:

- a) "Europol Regulation" shall mean 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) "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 natural person;
- c) "information" means non-personal data and personal data.

Chapter I - Scope

Article 3

Scope of cooperation

The cooperation established in this Arrangement shall relate to all forms of crime as referred to in Article 566 and listed in Annex 41 of the Agreement, and include the activities referred to in Article 567 of the Agreement.

Chapter II – Mode of cooperation

Article 4

Consultations and closer cooperation

1. The Parties agree to regular exchanges, as appropriate, specifically:
 - a) High level meetings between Europol and representatives of the competent authorities shall take place regularly to discuss issues relating to Title V of the Agreement and this Arrangement, and the cooperation in general.
 - b) Representatives of the national contact point 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, and of furthering cooperation between Europol and the competent authorities of the United Kingdom.
 - c) Representatives of the national contact point or from the competent authorities may be invited to attend the meetings of the Heads of Europol National Units, at the latter's discretion.
2. When appropriate, consultation shall be arranged at the required level between representatives of the competent authorities and Europol, responsible for the areas of criminality to which this Arrangement applies, to agree upon the most effective way in which to organise their particular activities.

Article 5

Liaison officers

1. The Parties agree that liaison officer(s) seconded by the United Kingdom in accordance with Article 568(4) of the Agreement shall work to facilitate cooperation under this Arrangement as well as under the Agreement, and that Europol may at its own discretion equally consider the secondment of liaison officer(s) to the United Kingdom for these purposes.
2. Europol will as far as possible assist the United Kingdom in respect of concluding an agreement with the Kingdom of the Netherlands concerning the privileges and immunities enjoyed by the seconded liaison officers.

Chapter III - Information exchange

Article 6

General provisions

1. Exchange of information between the Parties shall only take place in accordance with the Agreement, their respective legal frameworks and for the purpose of and in accordance with the provisions of this Arrangement.
2. The national contact point and competent authorities of the United Kingdom referred to in Article 568(2) of the Agreement are notified by the United Kingdom in accordance with Article 690 of the Agreement. The national contact point shall act as the central point of contact between Europol and the competent authorities; the transmission of information received from Europol shall be restricted to these competent authorities.
3. Each Party shall ensure that information transferred was collected, stored and transferred in accordance with its respective legal framework. Each Party shall ensure, as far as possible, that such information has not been obtained in violation of human rights. Nor shall such information be transferred if, to the extent reasonably foreseeable, it could be used to request, hand down or execute a death penalty or any form of cruel or inhuman treatment.
4. Requests for public access to information transmitted on the basis of the Agreement and this Arrangement shall be submitted to the transmitting Party for their advice as soon as possible.
5. In the cases where individuals exercise their rights concerning their personal data transmitted under the Agreement or the Europol Regulation, the transmitting Party will be consulted before a final decision on the request is taken, including concerning possible applicable restrictions to the rights of the data subject. The final decision shall be subsequently notified to the transmitting Party. Individuals wishing to exercise the right of access to personal data relating to them processed by Europol may make a request to the authority appointed for that purpose in one of the Member States of the European Union.
6. Each Party shall, in the event of a personal data breach affecting personal data transferred under the Agreement and this Arrangement, notify each other of that breach without delay, and to take measures to mitigate its possible adverse effects.

Each Party shall provide for their respective competent authorities to document any personal data breaches affecting personal data transferred under the Agreement and this Arrangement, including the facts surrounding the breach, its effects and the remedial action taken, thereby enabling their respective supervisory authority to verify compliance with this provision.

Article 7

Use of the information

1. Information, if transmitted with a purpose, notwithstanding the obligation to do so as per Article 569(2) of the Agreement, 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 shall be respected by the Parties.
2. Use of information for a different purpose than the purpose for which the information was transmitted must be authorised by the transmitting Party.

Article 8

Onward transmission of information received

1. Onward transmission of the information provided by Europol shall be restricted to the competent authorities as referred to in Article 6, and shall take place under the same conditions as those applying to the original transmission. Any other onward transmission, including to Union bodies, third countries and international organisations, shall receive prior explicit authorisation by Europol.
2. Onward transmission of the information received by Europol shall be restricted to the authorities responsible in the Member States of the European Union for preventing and combating criminal offences and shall take place under the same conditions as those applying to the original transmission. Any other onward transmission, including to Union bodies, third countries or international organisations, shall receive prior explicit authorisation by NCA.

Article 9

Assessment of the source and of the information

1. When information is supplied by the Parties on the basis of the Agreement and this Arrangement, the result of the assessment of the reliability of the source of the information shall be indicated on the basis of the following source evaluation codes:
 - A. Where there is no doubt of the authenticity, trustworthiness and competence of the source, or if the information is supplied by a source which has proved to be reliable in all instances;
 - B. Source which has in most instances proved to be reliable;
 - C. Source which has in most instances proved to be unreliable;
 - X. The reliability of the source cannot be assessed.

2. When information is supplied by the Parties on the basis of the Agreement and this Arrangement, the result of the assessment of the accuracy of the information shall be indicated on the basis of the following information evaluation codes:
 - (1) information whose accuracy is not in doubt;
 - (2) information known personally to the source but not known personally to the official passing it on;
 - (3) information not known personally to the source but corroborated by other information already recorded;
 - (4) information which is not known personally to the source and cannot be corroborated.

3. Where the receiving Party, on the basis of information already in its possession, comes to the conclusion that the assessment of the accuracy of information, or of the reliability of its source, supplied by the transferring Party in accordance with paragraphs 1 and 2 needs correction, it shall inform that Party and shall attempt to agree on an amendment to the assessment. The receiving Party shall not change the assessment without such agreement.

4. If a Party receives information without an assessment, it shall attempt as far as possible and in agreement with the transmitting Party to assess the reliability of the source or the information on the basis of information already in its possession.

5. If no reliable assessment can be made, or no agreement in general terms exists, the information shall be evaluated as provided for in paragraph 1(X) and paragraph 2(4) above.

Article 10
Association to operational analysis projects

When appropriate and in line with the applicable legal frameworks, representatives of the competent authorities of the United Kingdom may be invited to be associated to certain operational analysis projects, if the purpose of the project is relevant to the United Kingdom or if the data processed in the project concerns the United Kingdom and if agreed by all participating Member States.

Chapter IV – Exchange of personal data

Article 11
Specific conditions for the exchange of personal data

1. Parties shall delete personal data as soon as they are no longer necessary for the purpose for which they were transmitted. The need for continued storage of the personal data exchanged shall be reviewed no later than three years after the initial transfer. During the review, Parties 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.
2. Where a Party 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 Party, which shall correct or delete the personal data, and provide notification thereof.
3. Where a Party 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 Party, which shall provide its position on the matter.

Article 12
Security of processing of personal data

The Parties shall ensure that the personal data 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 personal 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 personal 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 V – Security of information

Article 13

Protection of information

Each Party shall:

1. protect information subject to the Agreement and this Arrangement, regardless of its form, until it has reached its end of life and is securely destroyed. This obligation shall not apply to information which is expressly marked or clearly recognisable as public information;
2. ensure that it has a security organisation, policies and measures in place to comply with the requirements set out in the Agreement and this Arrangement;
3. manage information security risks for all systems processing information exchanged under the Agreement and this Arrangement and assess these risks on a regular basis and whenever there is a significant change to any of the risk components;
4. ensure that all persons handling information exchanged under the Agreement and this Arrangement are subject to a security screening in accordance with the legal framework of the receiving Party;
5. ensure that access to information is limited to authorised persons who need to have access to it in order to perform their official duties;
6. ensure that all persons handling information exchanged under the Agreement and this Arrangement are appropriately trained and familiar with the relevant security rules, policies and procedures;
7. ensure that all staff handling information exchanged under the Agreement and this Arrangement are made aware of their obligation to protect the information and acknowledge the obligation in writing;
8. ensure that the premises where information exchanged under the Agreement and this Arrangement is stored or handled have an appropriate level of physical security in accordance with the legal framework of the receiving Party;
9. ensure that it has a framework in place for reporting, managing and resolving security incidents and breaches.

Article 14

Arrangement on the exchange and protection of classified information

1. In accordance with the Agreement, in particular Articles 574, 576 and 577, the procedures for exchanging and protecting classified information exchanged between the Parties shall be set out in an arrangement on the exchange and protection of classified information agreed between the Parties.
2. Exchange of classified information is conditional upon the conclusion of the arrangement on the exchange and protection of classified information.

Chapter VI - Disputes

Article 15

Settlement of disputes

1. All disputes which may emerge in connection with the interpretation or application of the present Arrangement shall be settled by means of consultations and negotiations between representatives of the Parties.
2. If the Parties cannot resolve the matters under dispute by the means set out in paragraph 1, either Party may refer those matters to the appropriate representatives of the United Kingdom and the European Union, as applicable, for consideration under Title XIII of Part Three of the Agreement. In these circumstances, the Party that intends to make a referral shall notify the other Party in writing before making the referral.

Chapter VII - Final provisions

Article 16

Secure communication line

1. The establishment, implementation and operation of a secure communication line for the purpose of exchange of information between Europol and the competent authorities of the United Kingdom is agreed upon between the Parties.

2. In accordance with the Agreement, in particular paragraph 3 of Article 574 and Article 576, the terms and conditions of use of the secure communication line shall be set out in administrative arrangements between the Parties.
3. Without prejudice to Article 575 of the Agreement, a Party shall be liable for damage caused to the other Party as a result of wrongful actions relating to the establishment, the implementation or the operation of the secure communication line.
4. Any dispute between the Parties concerning the interpretation or application of provisions relating to the establishment, implementation and operation of a secure communication line shall be settled in accordance with Article 15.

Article 17

Information previously exchanged

Information exchanged between the Parties prior to the entry into force of the Agreement will continue to be processed by the Parties subject to the conditions originally applicable at the last moment prior to the date from which the Agreement was provisionally applied.

Article 18

Amendments and supplements

This Arrangement may be amended in writing, at any time by mutual consent between the Parties. Any amendments shall receive the approval of the Europol Management Board.

Article 19

Entry into effect

This Arrangement will enter into effect on the first day following the date of the last signature.

Article 20
Termination of this Arrangement

1. This Arrangement is suspended if and as long as Part III or Title V of the Agreement ceases to apply pursuant to Articles 693 or 700 of the Agreement. If this Arrangement is suspended, obligations inherent upon the Parties under this Arrangement will nonetheless remain in force.
2. This Arrangement is terminated when the Agreement ceases to apply pursuant to Articles 692 or 779 of the Agreement.
3. In case of termination, the Parties shall reach agreement on the continued use and storage of the information that has already been communicated between them. Any such agreement is subject to any decision taken by the Specialised Committee on Law Enforcement and Judicial Cooperation in accordance with Article 692(3) of the Agreement. If no such agreement is reached or no decision is taken, either Party is entitled to require that specific information which it has communicated be destroyed or returned to the transmitting Party.
4. Without prejudice to paragraphs 1, 2 and 3, the legal effects of this Arrangement remain in force.

Done in duplicate in the English language.

For **NCA**



Dame Lynne Owens DCB CBE QPM
Director General

Done at London

on 20 / 09 / 2021

For **Europol**



Catherine De Bolle
Executive Director

Done at The Hague

on 23 / 09 / 2021