



**COUNCIL OF
THE EUROPEAN UNION**

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LIMITE

EUROPOL 58

NOTE

from : Europol

to : Article 36 Committee/COREPER/COUNCIL

Subject : Draft agreement between Europol and Poland

Delegations please find enclosed in annex the draft agreement between Europol and Poland.

Draft
Agreement between the Republic of Poland
and the European Police Office
on co-operation in combating crime

The Republic of Poland and the European Police Office Europol, hereafter referred to as Europol,

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 with the Republic of Poland on 27 March 2000 (OJ 2000/C106/01) and that the Council of the European Union took note on 15 March 2001 that there are no obstacles to include the transmission of personal data from Europol to the Republic of Poland in the agreement;

considering that the Council of the European Union has given Europol the authorisation to agree to the following provisions between the Republic of Poland and itself on...

Have agreed as follows:

Article 1
Definitions

For the purpose of this agreement:

- (a) Convention means the Convention based on Article K.3 of the Treaty on European Union on the establishment of a European Police Office (Europol Convention);
- (b) personal data means any information relating to an identified or identifiable natural person: an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

- (c) processing of personal data (processing) means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction
- (d) information means personal and non-personal data.

Article 2

Purpose of the Agreement

The purpose of this Agreement is to enhance the co-operation of the Member States of the European Union, acting through the Republic of Poland and Europol in the combating of serious forms of international crime in the areas mentioned in Article 3 of this Agreement, in particular through the exchange of both strategic and operational information.

Article 3

Forms of crime to which the Agreement applies

1. The co-operation as established in this Agreement shall, in line with the Republic of Poland's and Europol's co-operation interest in the particular case, relate to:
 - a) unlawful drug trafficking;
 - b) trafficking in nuclear and radioactive substances;
 - c) illegal immigrant smuggling;
 - d) trade in human beings;
 - e) motor vehicle crime;
 - f) crimes committed or likely to be committed in the course of terrorist activities against life, limb, personal freedom or property;
 - g) forgery of money and other means of payment;

as well as to illegal money laundering activities in connection with these forms of crime or specific manifestations thereof and 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 in any way, Europol may, from the date when the change to Europol's mandate enters into force, suggest the applicability of this agreement in relation to the new mandate to the Republic of Poland in writing. In so doing, Europol shall inform the Republic of Poland of all relevant issues related to the change of the mandate. The agreement shall extend to the new mandate as of the date on which Europol receives the written acceptance of the proposal by the Republic of Poland. Europol shall only be bound by its proposal for a period of three months following the dispatch of the proposal.
4. The forms of crime mentioned in paragraph 1 a) to e) and g) are defined in Annex 1 to this Agreement. 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 will also be applicable where this form of criminality becomes part of this Agreement in accordance with paragraph 3. Europol shall inform the Republic of Poland if and when the definition of an area of criminality is amplified, amended or supplemented. The new definition will be applicable for the Republic of Poland as of the date on which Europol receives the written acceptance of the definition by the Republic of Poland.

Article 4
Areas of co-operation

The co-operation shall in particular focus on organised criminal groups engaged in the forms of crime mentioned in Article 3. The co-operation may - in addition to the exchange of operational information - involve all other tasks of Europol mentioned in the Europol Convention, including the exchange of specialist knowledge, strategic intelligence, general situation reports, information on investigative procedures, information on crime prevention methods, participation in training activities as well as providing advice in individual investigations.

Article 5
National contact point

1. The Republic of Poland shall designate the division for the co-operation with Europol in the Police Headquarters, as mentioned in Annex 2, to act as the national contact point between Europol and other competent authorities of the Republic of Poland.
2. High level meetings between Europol and the Polish Police Authorities shall take place at least once a year and as necessary to discuss issues relating to this agreement and the co-operation in general.
3. A representative of the division for the co-operation with Europol may be invited to attend the meetings of the Heads of Europol National Units.

Article 6
Competent authorities

1. The law enforcement authorities in the Republic of Poland responsible under national law for preventing and combating the criminal offences specified under Article 3 (1) are listed in Annex 2 to this Agreement. The Republic of Poland will notify Europol of any changes to this list within three months after such changes come into effect, and will regularly inform Europol of any other competent authorities to whom data have been supplied in accordance with this Agreement.
2. The Republic of Poland shall, through the division for the co-operation with Europol, supply Europol, on its request, with all information concerning the internal organisation, tasks, and data protection arrangements of the authorities mentioned in this Article.

Article 7
Exchange of Information

1. Exchange of information between the Republic of Poland and Europol shall only take place for the purpose of and in accordance with the provisions of this agreement.
2. The exchange of information as specified in this agreement will in principle take place between Europol and the division for the co-operation with Europol. The Republic of Poland shall ensure that the division for the co-operation with Europol is available around the clock and that there is a direct link between the division for the co-operation with Europol and the competent authorities as mentioned in Article 6 (1) including the national bodies responsible for international police co-operation.

3. Where in a particular case for reasons of urgency the information exchange takes place with another competent authority than those mentioned in Article 6 (1), the division for the co-operation with Europol will be informed by Europol as soon as possible if that information was sent by Europol.
4. Europol shall only supply information to the Republic of Poland which was collected, stored and transmitted in accordance with the relevant provisions of the Convention and its implementing regulations.
5. The Republic of Poland shall only supply information to Europol that was collected, stored and transmitted in accordance with its national legislation. Within this context Europol will be bound by Article 4 (4) of the Council Act of 3 November 1998 laying down rules concerning the receipt of information by Europol from third parties (OJ 1999/C26/03).
6. Individuals shall have the right to have access to data related to them transmitted under this agreement, or to have such data checked, in accordance with the applicable provisions of the Europol Convention or the national legislation of the Republic of Poland. In cases where this right is exercised, the transmitting party will be consulted before a final decision on the request is taken.

Article 8

Supply of information to Europol

1. The Republic of Poland shall notify Europol, 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 Republic of Poland will inform Europol of such restrictions at a later stage.

2. After receipt, Europol shall determine without undue delay, whenever possible within three months of receipt, if and to what extent personal data, which have been supplied may be included in Europol's data files, in accordance with the purpose for which they were supplied by the Republic of Poland. Europol shall notify the Republic of Poland as soon as possible after it has been decided that data will not be included. Personal data which have been transmitted will be deleted, destroyed or returned, if such data are not, or no longer, necessary for Europol's tasks or if no decision has been taken on their inclusion in a Europol data file within six months after receipt.

3. Europol shall be responsible for ensuring that the personal data as mentioned in paragraph 2, until they have been included in a Europol data file, may only be accessed by a Europol official duly authorised for the purpose of determining whether or not the data may be included in a Europol data file.
If Europol, after appraisal, has reason to assume that data supplied are not accurate or no longer up to date, it shall inform the Republic of Poland thereof. The Republic of Poland shall verify the data and inform Europol on the outcome of such verification.

Article 9

Supply of personal data by Europol

1. Where personal data are transmitted at the request of the Republic of Poland, the personal data may only be used for the purposes following the request. Where personal data are transmitted without a specific request, at the moment of transmission of information or before, the purpose for which the data were transmitted shall be indicated, 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, Europol will inform the Republic of Poland of such restrictions at a later stage.

2. The Republic of Poland shall comply with the following conditions for all transmissions of personal data by Europol to the Republic of Poland:
- a) after receipt, the Republic of Poland shall determine without undue delay, whenever possible within three months of receipt, if and to what extent the data which have been supplied are necessary for the purpose for which they were supplied;
 - b) the data will not be communicated by the Republic of Poland to third States or bodies;
 - c) the data shall only be supplied to the division for the co-operation with Europol, without prejudice to Article 7 (2);
 - d) onward transmission of the data by the initial recipient shall be restricted to the authorities listed in Annex 2 and shall take place under the same conditions as those applying to the original transmission;
 - e) the supply must be necessary in individual cases for the purpose of preventing or combating the criminal offences outlined in Article 3;
 - f) if the data have been communicated to Europol by a Member State of the European Union, the data may only be transmitted with that Member State's consent;
 - g) any conditions on the use of the data specified by Europol must be respected; if the data have been communicated to Europol by a Member State of the European Union, and that Member State has stipulated any conditions on the use of such data, these conditions must be respected;
 - h) when data are supplied on request, the request for the information must specify indications as to the purpose of and the reason for the request;
 - i) the data may be used only for the purpose for which they were communicated; this shall not apply to communication of data required for a Europol enquiry;
 - j) the data will be corrected and deleted by the Republic of Poland if it emerges that they are incorrect, inaccurate, no longer up to date or should not have been transmitted;
 - k) the data will be deleted when they are no longer necessary for the purposes for which they were transmitted.

3. The Republic of Poland shall ensure that the data received from Europol are protected through technical and organisational measures assuring a level of data security which is equivalent to the level which follows from implementation of Article 25 of the Europol Convention.
4. Personal data revealing racial origin, political opinions or religious or other beliefs, or concerning health and sexual life (special categories of data) as referred to in Article 6 of the Council of Europe Convention No. 108 of 28 January 1981 for the protection of individuals with regard to automatic processing of personal data, shall only be supplied in absolutely necessary cases and in addition to other data.
5. No personal data will be supplied where an adequate level of data protection is no longer guaranteed.
6. Where Europol notes that the personal data transmitted are inaccurate, no longer up to date, or should not have been transmitted, it shall inform the division for the co-operation with Europol thereof forthwith. Europol shall request the division for the co-operation with Europol to confirm to Europol that the data will be corrected or deleted.
7. Europol shall keep a record of all communications of data under this Article and of the grounds for such communications.
8. Storage of personal data transmitted from Europol may, in accordance with Article 21 (3) of the Europol Convention, not exceed a total of three years. Each time limit shall begin to run afresh on the date on which an event leading to the storage of that data occurs. If through the application of this paragraph the total storage period of personal data transmitted from Europol exceeds three years, the need for continued storage shall be reviewed annually.

Article 10

Assessment of the source and of the information

1. When information is supplied by Europol on the basis of this Agreement, the source of the information shall be indicated as far as possible on the basis of the following criteria:
 - 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. Source from whom information received has in most instances proved to be reliable.
 - C. Source from whom information received has in most instances proved to be unreliable.
 - D. The reliability of the source cannot be assessed.

2. When information is supplied by Europol on the basis of this Agreement, the reliability of the information shall be indicated as far as possible on the basis of the following criteria:
 - (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. The Republic of Poland shall, when supplying information on the basis of this agreement, indicate, as far as possible, the source of the information and its reliability on the basis of the criteria specified in paragraphs 1 and 2.

4. If the Republic of Poland or Europol - on the basis of information already in its possession - comes to the conclusion that the assessment of information supplied by the other party needs correction, it will inform that other party and attempt to agree on an amendment to the assessment. Neither the Republic of Poland nor Europol will change the assessment of information received without such agreement.

5. If Europol receives data or information from the Republic of Poland without an assessment, Europol shall attempt as far as possible to assess the reliability of the source or the information on the basis of information already in its possession.
6. The Republic of Poland and Europol may agree in general terms on the rules on assessment of specified types of data and specified sources, which shall be laid down in a Memorandum of Understanding between the Republic of Poland and Europol. Such general agreements have to be approved by the Management Board. If data have been supplied to Europol on the basis of such general agreements, this shall be noted with the data.
7. If no reliable assessment can be made, or no agreement in general terms exists, Europol will evaluate the information as at paragraph 1 (D) and 2 (4) above.

Article 11

Correction and deletion of data supplied to Europol

1. The division for the co-operation with Europol shall inform Europol when information transmitted to Europol is corrected or deleted. The division for the co-operation with Europol shall also inform Europol as far as possible when it has reason to assume that the information supplied is not accurate or no longer up to date.
2. When the division for the co-operation with Europol informs Europol that it has corrected or deleted information transmitted to Europol, Europol shall correct or delete the information accordingly. Europol may decide not to delete the information if it, based on intelligence that is more extensive than that possessed by the Republic of Poland, has further need to process that information. Europol shall inform the division for the co-operation with Europol of the continued storage of such information.

3. If Europol has reason to assume that information supplied is not accurate or no longer up to date, it shall inform the division for the co-operation with Europol. The division for the co-operation with Europol shall verify the data and inform Europol on the outcome of such verification. In case information is corrected or deleted by Europol in conformity with Article 20 (1) and 22 of the Convention, Europol shall inform the division for the co-operation with Europol of the correction or deletion.

Article 12

Confidentiality of Europol information

1. All information processed by or through Europol, except information which is expressly marked or is clearly recognisable as being public information, is subject to a basic level of security within the Europol organisation as well as in the Member States. Information which is only subject to the basic level of security does not require a specific marking of a Europol security level, but will be designated as Europol information.
2. The Republic of Poland shall ensure the basic protection level mentioned in paragraph 1 for all information supplied by Europol, by a variety of measures in accordance with national legislation and regulations, including the obligation of discretion and confidentiality, limiting access to information to authorised personnel, data protection requirements as far as personal data is concerned and general technical and procedural measures to safeguard the security of the information.
3. Information requiring additional security measures is subject to a Europol security level, which is indicated by a specific marking. Information is assigned such a security level only where strictly necessary and for the time necessary.

4. The Europol security levels are numbered "Europol level 1 to 3", and relate to a specific security package which is applied within the Europol organisation. The security packages offer different levels of protection, depending on the content of the information, and taking account of the detrimental effect unauthorised access, dissemination or use of the information might have on the interests of the Member States or Europol.
5. The Republic of Poland commits itself to ensuring that all information supplied to it by Europol which is marked "Europol level 1 to 3" will receive within its territory a level of protection which is equivalent to that specified for these levels in the Council Act of 3 November 1998 adopting Rules on the confidentiality of Europol information (OJ 1999/C26/02) (Confidentiality Regulations) and its implementing measures. Europol shall inform the Republic of Poland, as far as necessary, of the protection measures associated with the Europol security levels and packages.
6. The Republic of Poland guarantees that its national provisions on the protection of protectively marked information provide an adequate basis for ensuring a level of protection for information transmitted in accordance with this Agreement which is equivalent to that provided for in the Confidentiality Regulations and its implementing measures.
7. The division for the co-operation with Europol shall be responsible for ensuring that access authorisations to and protection of protectively marked information will also be complied with by other authorities to whom data may be transmitted in accordance with this Agreement.

Article 13

Confidentiality of information supplied to Europol

1. Without prejudice to Article 7 (2), the division for the co-operation with Europol shall be responsible for the choice of the appropriate security level in accordance with Article 12 for information supplied to Europol. the division for the co-operation with Europol shall, where necessary, mark the information with a Europol security level as mentioned in Article 12 (4), when supplying it to Europol.
2. In choosing the security level, the division for the co-operation with Europol shall take account of the classification of the information under its national regulations, as well as the need for the operational flexibility required for an adequate functioning of Europol.
3. If Europol - on the basis of information already in its possession - comes to the conclusion that the choice of security level needs amendment, it will inform the division for the co-operation with Europol and attempt to agree on an appropriate security level. Europol will not specify or change a security level without such agreement.
4. The division for the co-operation with Europol may at any time request an amendment of the chosen security level, including a possible removal of such a level. Europol shall be obliged to amend the security level in accordance with the wishes of the division for the co-operation with Europol. The division for the co-operation with Europol shall, as soon as circumstances allow this, ask for amendment of the security level to a lower one or its removal.
5. The division for the co-operation with Europol may specify the time period for which the choice of security level will apply, and any possible amendments to the security level after such period.

6. Where information of which the security level is amended in accordance with this Article has already been supplied to one or more of the Member States of the European Union or to other third States or third bodies, Europol shall, at the request of the division for the co-operation with Europol, inform the recipients of the change of security level.

Article 14

Liaison officers representing the Republic of Poland at Europol

1. The Republic of Poland and Europol agree to enhance the co-operation as laid down in this Agreement through the stationing of (one or more) liaison officer(s) representing the Republic of Poland at Europol. The liaison officers' tasks, rights and obligations as well as details regarding their stationing with Europol and the costs involved are laid down in Annex 3 which is part of this Agreement.
2. Europol shall 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 the Republic of Poland.
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. The Republic of Poland 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 15

Europol Liaison Officers in the Republic of Poland

1. If required for a further enhancement of the co-operation as laid down in this Agreement, the Republic of Poland and Europol agree that (one or more) Europol liaison officer(s) can be stationed with the division for the co-operation with Europol (or other competent authorities) indicated at Articles 5 and 6. The stationing of (a) Europol liaison officer(s) with the division for the co-operation with Europol may be agreed by mutual consent between the Republic of Poland and Europol at any time. The Europol liaison officers' tasks, rights and obligations as well as details regarding their stationing with the division for the co-operation with Europol and the costs involved will be laid down in a liaison agreement which shall be annexed to this agreement.
2. The division for the co-operation with Europol shall arrange for all necessary facilities, such as office space and telecommunications equipment to be provided to such liaison officers within the premises of the division for the co-operation with Europol, at the cost of the division for the co-operation with Europol. The costs of telecommunication shall however be borne by Europol.
3. The property and assets of the Europol liaison officer, wherever located and by whomsoever held shall be immune from search, requisition, confiscation, expropriation and any other form of interference whether by executive, administrative, judicial or legislative action.
4. The Republic of Poland shall permit the liaison officer to communicate freely for all official purposes and protect his right to do so. The liaison officer shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall be subject to the same privileges and immunities as diplomatic couriers and bags.

5. The archives of the liaison officer shall be inviolable. These archives shall include all records, correspondence, documents, manuscripts, computer records, photographs, films and recordings belonging to or held by the liaison officer.
6. Within the territory of the Republic of Poland the Europol liaison officer will enjoy the same privileges and immunities as those accorded by the Republic of Poland to members, having comparable rank, of staff of diplomatic missions established in the Republic of Poland.

Article 16

Liability

1. The Republic of Poland shall be liable for any damage caused to an individual as a result of legal or factual errors in data exchanged with Europol. The Republic of Poland shall not plead that Europol had transmitted inaccurate data in order to avoid its liability under its national legislation vis-à-vis an injured party.
2. If these legal or factual errors occurred as a result of data erroneously communicated or of failure on the part of Europol or one of the Member States of the European Union or another third state or third body to comply with their obligations, Europol shall be bound to repay, on request, the amounts paid as compensations under paragraph 1 above, unless the data were used in breach of this Agreement.
3. In cases where Europol is obliged to repay to Member States of the European Union or another third state or third body amounts awarded as compensation for damages to an injured party, and the damages are due to the Republic of Poland's failure to comply with its obligations under this agreement, the Republic of Poland shall be bound to repay, on request, the amounts which Europol paid to a Member State or to another third state or third body to make up for the amounts it paid in compensation.

4. The Republic of Poland and Europol shall not require each other to pay compensation for damages under paragraphs 2 and 3 above to the extent that the compensation for damages was enforced as punitive, increased or other non-compensatory damages.

Article 17

Settlement of Disputes

1. Any dispute between the Republic of Poland and Europol concerning the interpretation or application of this Agreement, or any question affecting the relationship between the Republic of Poland and Europol, which is not settled amicably, shall be referred for final decision to a tribunal of three arbitrators, at the request of either party to the dispute. Each party shall appoint one arbitrator. The third, who shall be chairman of the tribunal, is to be chosen by the first two arbitrators.
2. If one of the parties fails to appoint an arbitrator within two months following a request from the other party to make such an appointment, the other party may request the President of the International Court of Justice or in his absence the Vice-President to make such an appointment.
3. Should the first two arbitrators fail to agree upon the third within two months following their appointment, either party may request the President of the International Court of Justice, or in his absence the Vice-President, to make such appointment.
4. Unless the parties agree otherwise, the tribunal shall determine its own procedure.
5. The tribunal shall reach its decision by a majority of votes. The Chairman shall have a casting vote. The decision shall be final and binding on the parties to the dispute.

6. Each party reserves the right to suspend its obligations under this Agreement where the procedure laid down in this Article is applied or might be applied in accordance with paragraph 1, 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. Whenever a party intends to exercise this right, it shall inform the other party thereof on beforehand, using a written notification.

Article 18

Termination of the Agreement

1. This Agreement may be terminated by each party with three months' notice.
2. Irrespective of paragraph 1, this Agreement shall cease to be in force on the date upon which the accession of the Republic of Poland to the Europol Convention becomes legally effective.
3. In case of termination, Republic of Poland and Europol 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 parties is entitled to require that the information which it has communicated be deleted.

Article 19

Amendments

1. This Agreement may be amended by mutual consent between the Republic of Poland and Europol at any time in accordance with their respective statutory requirements.
2. The Republic of Poland and Europol shall enter into consultations with respect to the amendment of this Agreement at the request of either of them.

Article 20
Entry into force

This Agreement shall enter into force on the date when both Parties have complied with their legal requirements and the last of the two Parties has notified the other Party of this fact in writing through diplomatic channels.

Done at ..., thisday of..... two thousand and one, in duplicate in the Polish and English language, each text being equally authentic.

On behalf of the Republic of Poland,

On behalf of the European Police Office,

DRAFT ANNEX 1

Definition of the forms of crime mentioned in Article 3 (4) of the Agreement between the Republic of Poland and Europol on co-operation in combating crime

With regard to the forms of crime listed in Article 3 (1) of the Agreement between the Republic of Poland and Europol, for the purposes of this Agreement:

- "unlawful drug trafficking" means the criminal offences listed in Article 3 (1) of the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances signed at Vienna on 20 December 1988 and in the provisions amending or replacing that Convention;
- "trafficking in 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 Republic of Poland or the Member States of the European Union, contrary to the rules and conditions applicable in the Republic of Poland or the Member States;
- "trade 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.

DRAFT Annex 2

as mentioned in Article 5 (1) and Article 6 (1) of the Agreement between the Republic of Poland and the European Police Office on co- operation in combating crime

COMPETENT POLISH AUTHORITIES

The division for the co-operation with Europol in the Police Headquarters shall be the national contact point for the international co-operation with Europol of the following Polish law-enforcement authorities:

- I. Under the supervision of the minister competent in internal matters:
 - 1) the Chief Commandant of Police;
 - 2) the Chief Commandant of Border Guard.

- II. Under the supervision of the minister competent in public finances matters:
 - 1) the General Inspector of Treasury Control;
 - 2) the President of Customs Administration;
 - 3) the President of the Central Board of Customs.

- III. Under the supervision of the minister competent in financial institutions matters:
 - 1) the General Inspector of Financial Information.

These authorities execute their tasks supported by their respective organisations.

DRAFT Annex 3

Liaison Agreement as mentioned in Article 14 (1) of the Agreement between the Republic of Poland and Europol on co-operation in combating crime

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 the Republic of Poland and Europol. In particular, the Liaison Officer shall be responsible for supporting contacts between the Republic of Poland and Europol and facilitating the exchange of information.

Article 2

Status of the Liaison Officer

1. The Liaison Officer shall be regarded as a formal representative of the Republic of Poland 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 services in the Republic of Poland 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. The Republic of Poland 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 12 of the Agreement.
2. Europol shall 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. In performing his duties, he shall be subject to his own national law on data protection.

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. The Republic of Poland shall be liable for any damages caused by the Liaison Officer to Europol's property. Any such damages will be promptly repaid by Poland, on the basis of a duly substantiated request by Europol. In case of disagreement concerning a repayment, Article 17 of the Agreement may be followed.
2. In cases of conflict between the Republic of Poland 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 Chief of the Police Force for his replacement.