



**COUNCIL OF
THE EUROPEAN UNION**

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NOTE

from :	Europol
to :	Article 36 Committee / COREPER / Council
Subject :	Draft agreement between Europol and Malta

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

EUROPOL

The Hague, 4 December 2003

File n° 3710-126r1

Draft
Agreement on Co-operation
between Malta and the European Police Office

Malta

And

The European Police Office (hereafter referred to as Europol), represented by its Director:

(hereafter referred to as the "Contracting Parties"), aware of the urgent problems arising from international organised crime, especially terrorism, trade in human beings and illegal immigrant smuggling, unlawful drug trafficking and other serious forms of international crime,

considering that the Council of the European Union has given Europol the authorisation to enter into negotiations on a co-operation agreement with Malta on 27 March 2000 (Council decision of 27 March 2000 authorising the Director of Europol to enter into negotiations on agreements with third States and non-EU-related bodies) and that the Council of the European Union has on 8 May 2003 concluded that there are no obstacles to include the transmission of personal data between Europol and Malta in the Agreement,

considering that 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 Malta and any Member State of the European Union;

considering that the Council of the European Union has given Europol the authorisation to agree to the following provisions between Malta and Europol,

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 data 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" (hereafter referred to as "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 Europol, and Malta 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 information and regular contacts between Europol and Malta at all appropriate levels.

Article 3

Areas of criminality to which the Agreement applies

1. The co-operation as established in this Agreement shall, in line with the Contracting 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 referred to 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 Malta in writing. In so doing, Europol shall inform Malta 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 Malta in accordance with its domestic 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 Malta if and when the definition of an area of criminality is amplified, amended or supplemented. The new definition of an area of criminality shall become part of this Agreement as of the date on which Europol receives the written acceptance of the definition by Malta. Any amendment to the document to which the definition refers to shall be considered an amendment of the definition as well.

Article 4

Areas of co-operation

The co-operation may - in addition to the exchange of information - involve all other tasks of Europol mentioned in the Convention, in particular the exchange of specialist knowledge, general situation reports, information on criminal investigation procedures, information on crime prevention methods, participation in training activities as well as providing advice and support in individual criminal investigations.

Article 5

National contact point

1. Malta designates the National Focal Point of the Ministry of the Interior (the National Focal Point) to act as the national contact point between Europol and other competent authorities of Malta.
2. High level meetings between Europol and the Maltese competent 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 National Focal Point may be invited to attend the meetings of the Heads of Europol National Units.

Article 6

Competent authorities

1. The law enforcement authorities in Malta responsible under national law for preventing and combating the criminal offences referred to in Article 3 (1) (hereafter referred to as "competent authorities") are listed in Annex 2 to this Agreement. Malta shall notify Europol of any changes to this list within three months after such changes come into effect.
2. Malta shall, through the National Focal Point, supply Europol, on its request, with all information concerning the internal organisation, tasks and arrangements for the protection of personal data of the competent authorities mentioned in paragraph 1.

Article 7

General provisions concerning the exchange of information

1. Exchange of information between the Contracting Parties 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 shall take place between Europol and the National Focal Point. The Contracting Parties shall ensure that exchange of information may take place around the clock. Malta shall ensure that there is a direct link between the National Focal Point, and the competent authorities as mentioned in Article 6 (1).
3. Europol shall only supply information to Malta which was collected, stored and transmitted in accordance with the relevant provisions of the Convention and its implementing regulations.
4. Malta 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.
5. Individuals shall have the right to have access to information related to them transmitted under this agreement, or to have such information checked, corrected or deleted, in accordance with the Maltese national legislation or the applicable provisions of the Convention. In cases where this right is exercised, the transmitting party will be consulted before a final decision on the request is taken.
6. All communications between Malta and Europol will take place in the English language.

Article 8

Supply of information by Malta

1. Malta 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, Malta shall inform Europol of such restrictions at a later stage.

2. After receipt, Europol shall determine without undue delay, but in any case within six 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 Malta. Europol shall notify Malta as soon as possible after it has been decided that personal data will not be included. Personal data which have been transmitted shall 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 personal data may be included in a Europol data file.
4. If Europol, after appraisal, has reason to assume that information supplied is not accurate or no longer up to date, it shall inform Malta thereof. Malta shall verify the information and inform Europol on the outcome of such verification, following which Europol will take appropriate action in accordance with Article 11.

Article 9

Supply of personal data by Europol

1. Where personal data are transmitted at the request of Malta, 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 the data 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 shall inform Malta of such restrictions at a later stage.
2. Malta shall comply with the following conditions for all transmissions of personal data by Europol to Malta:

- 1) after receipt, Malta 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;
 - 2) the data shall not be communicated by Malta to third States or bodies;
 - 3) the data shall only be supplied to the National Focal Point in accordance with Article 7 (2);
 - 4) onward transmission of the data by the initial recipient shall be restricted to the competent authorities mentioned in Article 6 and shall take place under the same conditions as those applying to the original transmission;
 - 5) the supply must be necessary in individual cases for the purpose of preventing or combating the criminal offences referred to in Article 3 (1);
 - 6) if the data have been communicated to Europol by a Member State of the European Union, the data may only be transmitted to Malta with that Member State's consent;
 - 7) 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;
 - 8) when data are supplied on request, the request for the data must specify indications as to the purpose of and the reason for the request;
 - 9) the data may be used only for the purpose for which they were communicated;
 - 10) the data shall be corrected and deleted by Malta if it emerges that they are incorrect, inaccurate, no longer up to date or should not have been transmitted;
 - 11) the data shall be deleted when they are no longer necessary for the purposes for which they were transmitted.
3. Malta shall ensure that the personal data received from Europol are 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:
- a) deny unauthorised persons access to data processing equipment used for processing personal data,

- b) prevent the unauthorised reading, copying, modification or erasure of data media,
 - c) prevent the unauthorised input of personal data and the unauthorised inspection, modification or deletion of stored personal data,
 - d) prevent the use of automated data processing systems by unauthorised persons using data communication equipment,
 - e) ensure that persons authorised to use an automated data processing system only have access to the personal data covered by their access authorisation,
 - f) ensure that it is possible to verify and establish to which bodies personal data may be transmitted using data communication equipment,
 - g) ensure that it is subsequently possible to verify and establish which personal data have been input into automated data or processing systems and when and by whom the personal data were input,
 - h) prevent unauthorised reading, copying, modification or deletion of personal data during transfers of personal data or during transportation of data media,
 - i) ensure that the installed system may, in case of interruption, be immediately restored,
 - j) ensure that the functions of the system perform without fault, that the appearance of faults in the functions is immediately reported and that stored personal data cannot be corrupted by means of a malfunctioning of the system.
4. Personal data revealing racial origin, political opinions or religious or other beliefs, or concerning health and sexual life as referred to in Article 6 of the Council of Europe Convention 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 information.
5. No personal data shall be supplied where an adequate level of data protection is no longer guaranteed.
6. Where Europol notes that the transmitted personal data are inaccurate, no longer up to date, or should not have been transmitted, it shall inform the National Focal Point thereof forthwith. Europol shall request the National Focal Point to confirm to Europol that the data will be corrected or deleted.

7. Europol shall keep a record of all communications of personal data under this Article and of the grounds for such communications.
8. Notwithstanding Article 9 (2) sub 11, storage of personal data transmitted from Europol may 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. Malta 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 either of the Contracting Parties - on the basis of information already in its possession - comes to the conclusion that the assessment of information supplied by the other Contracting Party needs correction, it shall inform the other Contracting Party and attempt to agree on an amendment to the assessment. Neither of the Contracting Parties shall change the assessment of information received without such agreement.
5. If a Contracting Party receives information without an assessment, it 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 Contracting Parties may agree in general terms on the assessment of specified types of information and specified sources, which shall be laid down in a Memorandum of Understanding between Malta and Europol. Such general agreements have to be approved by each of the Contracting Parties. If information has been supplied on the basis of such general agreements, this shall be noted with the information.
7. If no reliable assessment can be made, or no agreement in general terms exists, the information shall be evaluated as at paragraph 1 (D) and paragraph 2 (4) above.

Article 11

Correction and deletion of information supplied by Malta

1. The National Focal Point shall inform Europol when information transmitted to Europol is corrected or deleted. The National Focal Point 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 National Focal Point 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 information that is more extensive than that possessed by Malta, has further need to process that information. Europol shall inform the National Focal Point 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 National Focal Point. The National Focal Point shall verify the information and inform Europol on the outcome of such verification. In case information is corrected or deleted by Europol, Europol shall inform the National Focal Point of the correction or deletion.

Article 12

Confidentiality of 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 of the European Union. Information which is only subject to the basic level of security does not require a specific marking of a Europol security level, but shall be designated as Europol information.
2. The Contracting Parties shall ensure the basic protection level mentioned in paragraph 1 for all information exchanged under this Agreement, by a variety of measures, including the obligation of discretion and confidentiality, limiting access to information to authorised personnel, protection of personal data and general technical and procedural measures to safeguard the security of the information.
3. Information requiring additional security measures is subject to a classification level of Malta or Europol, which is indicated by a specific marking. Information is assigned such a classification level only where strictly necessary and for the time necessary.
4. The classification levels of the Contracting Parties and their designations are specified in Annex 4 to this Agreement and refer to the specific security packages in accordance with the national legislation of the Contracting Parties. The classification levels relate to specific security packages, which offer different levels of protection, depending on the content of the information, and take account of the detrimental effect non-authorised access, dissemination or use of the information might have on the interests of the Contracting Parties.

The Contracting Parties undertake to provide equivalent protection to the information marked with a classification level in accordance with the table of equivalence of the classification levels contained in Annex 4 hereto.

4. Malta shall ensure that access authorisations to and protection of classified information will be complied with by all competent authorities to whom information may be transmitted in accordance with this Agreement.

Article 13

Confidentiality Procedures

1. Each Contracting Party shall be responsible for the choice of the appropriate classification level in accordance with Article 12 for information supplied to the other Contracting Party.
2. In choosing the classification level, each Contracting Party shall adhere to the classification of the information under its national law or applicable regulations and take into account the need for flexibility and the requirement that classification of law enforcement information should be the exception and that, if such information has to be classified, the lowest possible level should be assigned.
3. If either Contracting Party - on the basis of information already in its possession - comes to the conclusion that the choice of classification level needs amendment, it shall inform the other Contracting Party and attempt to agree on an appropriate classification level. Neither Contracting Party shall specify or change a classification level of information supplied by the other Contracting Party without the consent of that Party.
4. Each Contracting Party may at any time request an amendment of the classification level related to the information it has supplied, including a possible removal of such a level. The other Contracting Party shall amend the classification level in accordance with such requests. Each Contracting Party shall, as soon as circumstances allow this, ask for amendment of the classification level to a lower one or its removal.
5. Each Contracting Party may specify the time period for which the choice of classification level shall apply, and any possible amendments to the classification level after such period.

6. Where information of which the classification level is amended in accordance with this Article has already been supplied to one or more of the Member States of the European Union, Europol shall, at the request of the National Focal Point, inform the recipients of the change of classification level.

Article 14

Liaison officers representing Malta at Europol

1. The Contracting Parties agree to enhance the co-operation as laid down in this Agreement through the stationing of one or more Maltese liaison officer(s), representing Malta 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.
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 Malta.
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. Malta 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 Malta

1. If required for a further enhancement of the co-operation as laid down in this Agreement, the Contracting Parties agree that one or more Europol liaison officer(s) can be stationed with the National Focal Point. The Europol liaison officers' tasks, rights and obligations as well as details regarding their stationing and the costs involved shall be laid down in a separate agreement.

2. The National Focal Point 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 National Focal Point and at its expense. The costs of telecommunication shall however be born by Europol.
3. Within the territory of Malta the Europol liaison officer will enjoy the same privileges and immunities as those accorded to a Maltese liaison officer stationed at Europol.

Article 16

Liability

1. Malta shall be liable, in accordance with its national law, for any damage caused to an individual as a result of legal or factual errors in information exchanged with Europol. Malta shall not plead that Europol had transmitted inaccurate information 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 information erroneously communicated or of failure on the part of Europol or one of the Member States of the European Union or another third party to comply with their obligations, Europol shall be bound to repay, on request, the amounts paid as compensations under paragraph 1 above, unless the information was 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 party amounts awarded as compensation for damages to an injured party, and the damages are due to Malta's failure to comply with its obligations under this Agreement, Malta shall be bound to repay, on request, the amounts which Europol paid to a Member State or to another third party to make up for the amounts it paid in compensation.
4. The Contracting Parties 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 Contracting Parties concerning the interpretation or application of this Agreement, or any question affecting the relationship between the Contracting Parties which is not settled amicably, shall be referred for final decision to a tribunal of three arbitrators, at the request of either Contracting Party. Each Contracting 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 Contracting Parties fails to appoint an arbitrator within two months following a request from the other Contracting Party to make such an appointment, the other Contracting 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 Contracting 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 Contracting Parties agree otherwise, the tribunal shall determine its own procedure.
5. The tribunal shall reach its decision by a majority of votes. In case of equality of votes the Chairman shall have a casting vote. The decision shall be final and binding on the Contracting Parties to the dispute.
6. Each Contracting 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 Contracting Party is of the opinion that the obligations incumbent on the other Contracting Party under this Agreement has been breached.

Article 18

Termination of the Agreement

1. This Agreement may be terminated in writing by either of the Contracting Parties with six months' notice.

2. In case of termination, the Contracting Parties 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 Contracting Parties is entitled to require that the information which it has communicated be destroyed.

Article 19

Amendments and Supplements

1. This Agreement, including the annexes to this Agreement, may be amended at any time by mutual consent between the Contracting Parties. All the amendments and supplements must be in writing.
2. The Contracting Parties shall enter into consultations with respect to the amendment of this Agreement at the request of either of them.

Article 20

Entry into force and validity

1. This Agreement shall enter into force on the date on which Malta notifies Europol in writing through diplomatic channels that it has ratified this Agreement.
2. This Agreement shall remain valid until the date when the Convention has entered into force for Malta as a consequence of its accession to that Convention.

Done at Valletta, thisday of.....two thousand and three, in duplicate in the Maltese and the English language, each text being equally authentic.

For Malta

For Europol

DEFINITION OF THE FORMS OF CRIME IN ARTICLE 3 (4) OF THE AGREEMENT ON CO-OPERATION BETWEEN MALTA AND THE EUROPEAN POLICE OFFICE

With regard to the forms of crime referred to in Article 3 (1) of the Agreement on Co-operation between Malta and the European Police Office, for the purposes of this Agreement:

1. "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;
2. "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;
3. "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 contrary to the rules and conditions applicable in their territories and in Malta contrary to its national legislation;
4. "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;
5. "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;
6. "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;

7. "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.

COMPETENT AUTHORITIES

**AS MENTIONED IN ARTICLE 6 OF THE AGREEMENT ON CO-OPERATION
BETWEEN
MALTA AND THE EUROPEAN POLICE OFFICE**

The competent authority in Malta responsible under national law for preventing and combating the criminal offences referred to in Article 3 (1) of the Agreement between Malta and the European Police Office is the Malta Police Force.

**WHICH STIPULATES, IN CONFORMITY WITH ARTICLE 14 OF THE AGREEMENT
ON CO-OPERATION BETWEEN MALTA AND THE EUROPEAN POLICE OFFICE,
THE TASKS, RIGHTS AND OBLIGATIONS OF THE LIAISON OFFICERS OF MALTA
STATIONED AT EUROPOL**

Article 1

Tasks of the Maltese Liaison Officer

It shall be the task of the Maltese liaison officer (hereafter referred to as “liaison officer”) to support and co-ordinate the co-operation between Malta and Europol. In particular, the liaison officer shall be responsible for supporting contacts between Europol and Malta facilitating the exchange of information.

Article 2

Status of the liaison officer

1. The liaison officer shall be regarded as a formal representative of Malta 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 Malta responsible for preventing and combating criminal offences within the meaning of the Agreement on co-operation between Malta and European Police Office (hereafter referred to as “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 the 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. Malta 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 proceed in accordance with 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. Malta shall be liable for any damages caused by the liaison officer to Europol's property. Any such damages will be promptly repaid by Malta, on the basis of a duly substantiated request by Europol. In case of disagreement concerning a repayment, Article 17 of the Agreement on co-operation between Malta and Europol may be followed.
2. In cases of conflict between Malta 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 Malta for his replacement.

TO THE AGREEMENT ON CO-OPERATION BETWEEN MALTA AND THE EUROPEAN POLICE OFFICE

The Contracting Parties, in conformity with Article 12 (4) of the Agreement on Co-operation between Malta and European Police Office, determine that the following secrecy levels under the national legislation of Malta and secrecy levels used within Europol are equivalent:

For Malta

For Europol

“Malta Restricted”

To be applied to information and material the unauthorised disclosure of which could be disadvantageous to the interests of Malta.

“Malta Confidential”

This classification is to be applied to information and material the unauthorised disclosure of which could harm the essential interests of Malta.

“Malta Secret”

This classification is to be applied only to information and material the unauthorised disclosure of which could seriously harm the essential interests of Malta.

“Malta Top Secret”

This classification is to be applied only to information and material the unauthorised disclosure of which could cause exceptionally grave prejudice to the essential interests of Malta.

"Europol Restricted"

This level is applicable to information and material the unauthorised disclosure of which could be disadvantageous to the interests of Europol or of one or more Member States.

"Europol Confidential"

This level is applicable to information and material the unauthorised disclosure of which could harm the essential interests of Europol or of one or more Member States.

"Europol Secret"

This level is applicable only to information and material the unauthorised disclosure of which could seriously harm the essential interests of Europol or of one or more Member States.

“Europol Top Secret”

This level is applicable only to information and material the unauthorised disclosure of which could cause exceptionally grave prejudice to the essential interests of Europol or of one or more Member States.