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Subject : Revised draft agreement between Europol and Cyprus

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

EUROPOL

The Hague, 29 January 2002

File n° 3710-90r2

Draft
Agreement on Co-operation
between the Republic of Cyprus and
the European Police Office

The Republic of Cyprus
And
The European Police Office (hereafter referred to as Europol):

(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 the Republic of Cyprus on 27 March 2000¹ and that the Council of the European Union has on 28 November 2002 concluded that there are no obstacles to include the transmission of personal data between Europol and the Republic of Cyprus 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 Cyprus and Europol,

¹ OJ 2000/C106/01

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 the Republic of Cyprus and any Member State of the European Union;

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)¹;
- 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" (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.

¹ Official Journal of the EC C 316, 27/11/1995, p.1.

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 the Republic of Cyprus 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 and regular contacts between Europol and the Republic of Cyprus 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 the Republic of Cyprus in writing. In so doing, Europol shall inform the Republic of Cyprus 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 Cyprus in accordance with its internal procedures.

4. For the specific forms of criminality referred to in paragraph 1 which are included in Annex 1 to this Agreement, the definitions included in that Annex shall be applicable. Whenever a change to the mandate referred to in paragraph 3 entails the acceptance of a definition of another form of crime, such a definition shall also be applicable where this form of criminality becomes part of this Agreement in accordance with paragraph 3. Europol shall inform the Republic of Cyprus if and when the definition of an area of criminality is amplified, amended or supplemented. The new definition shall become part of this Agreement as of the date on which Europol receives the written acceptance of the definition by the Republic of Cyprus. 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 strategic and operational information - involve all other tasks of Europol mentioned in the Convention, in particular 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 and support in individual investigations.

Article 5

National contact point

1. The Republic of Cyprus designates the International Co-operation Unit of the Cyprus Police to act as the national contact point between Europol and other competent authorities of the Republic of Cyprus.

2. High level meetings between Europol and the Cyprus Police 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 International Co-operation Unit of the Cyprus Police 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 Cyprus responsible under national law for preventing and combating the criminal offences referred to in Article 3 (1) are listed in Annex 2 to this Agreement. The Republic of Cyprus shall notify Europol of any changes to this list within three months after such changes come into effect.
2. The Republic of Cyprus shall, through the International Co-operation Unit of the Cyprus Police, supply Europol, on its request, with all information concerning the internal organisation, tasks and data protection arrangements of the 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 in principle take place between Europol and the International Co-operation Unit of the Cyprus Police. The Contracting Parties shall ensure that exchange of information may take place around the clock. The Republic of Cyprus shall ensure that there is a direct link between the International Co-operation Unit of the Cyprus Police and the competent authorities as mentioned in Article 6 (1).
3. Where in a particular case for reasons of urgency the information exchange takes place with another authority of the Republic of Cyprus than the International Co-operation Unit of the Cyprus Police, the International Co-operation Unit of the Cyprus Police shall be informed of this by Europol as soon as possible after the information was transmitted.
4. Europol shall only supply information to the Republic of Cyprus which was collected, stored and transmitted in accordance with the relevant provisions of the Convention and its implementing regulations.
5. The Republic of Cyprus 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 Europol¹.
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 national legislation of the Republic of Cyprus 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.

¹ Official Journal of the EC C 26, 30/1/1999, p.17.

Article 8

Supply of information by the Republic of Cyprus

1. The Republic of Cyprus 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 Cyprus 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 the Republic of Cyprus. Europol shall notify the Republic of Cyprus 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 data may be included in a Europol data file.
4. 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 Cyprus thereof. The Republic of Cyprus 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 Cyprus, 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 shall inform the Republic of Cyprus of such restrictions at a later stage.
2. The Republic of Cyprus shall comply with the following conditions for all transmissions of personal data by Europol to the Republic of Cyprus:
 - a) after receipt, the Republic of Cyprus 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 shall not be communicated by the Republic of Cyprus to third States or bodies;
 - c) the data shall only be supplied to the International Co-operation Unit of the Cyprus Police without prejudice to Article 7 (3);
 - d) 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;
 - 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 to the Republic of Cyprus 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;
 - j) the data shall be corrected and deleted by the Republic of Cyprus if it emerges that they are incorrect, inaccurate, no longer up to date or should not have been transmitted;
 - k) the data shall be deleted when they are no longer necessary for the purposes for which they were transmitted.
3. The Republic of Cyprus 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 Convention.
 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 International Co-operation Unit of the Cyprus Police thereof forthwith. Europol shall request the International Co-operation Unit of the Cyprus Police 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. 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. The Republic of Cyprus 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 data or 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 data and specified sources, which shall be laid down in a Memorandum of Understanding between the Republic of Cyprus and Europol. Such general agreements have to be approved by the Contracting Parties. If data have been supplied 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, the information shall be evaluated as at paragraph 1 d) and paragraph 2 (4) above.

Article 11

Correction and deletion of data supplied by the Republic of Cyprus

1. The International Co-operation Unit of the Cyprus Police shall inform Europol when information transmitted to Europol is corrected or deleted. The International Co-operation Unit of the Cyprus Police 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 International Co-operation Unit of the Cyprus Police 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 Cyprus, has further need to process that information. Europol shall inform the International Co-operation Unit of the Cyprus Police 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 International Co-operation Unit of the Cyprus Police. The International Co-operation Unit of the Cyprus Police shall verify the data and inform Europol on the outcome of such verification. In case information is corrected or deleted by Europol, Europol shall inform the International Co-operation Unit of the Cyprus Police 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. 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, 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 security level of the Republic of Cyprus or Europol, 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 security 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 security 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 security level in accordance with the table of equivalence of the security levels contained in Annex 4 hereto.
5. The Republic of Cyprus shall ensure that access authorisations to and protection of protectively marked information will be complied with by all authorities to whom data 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 security level in accordance with Article 12 for information supplied to the other Contracting Party.
2. In choosing the security 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 operational flexibility.

3. If either Contracting Party - on the basis of information already in its possession - comes to the conclusion that the choice of security level needs amendment, it shall inform the other Contracting Party and attempt to agree on an appropriate security level. Neither Contracting Party shall specify or change a security 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 security level related to the information it has supplied, including a possible removal of such a level. The other Contracting Party shall amend the security level in accordance with its wishes. Each Contracting Party shall, as soon as circumstances allow this, ask for amendment of the security level to a lower one or its removal.
5. Each Contracting Party may specify the time period for which the choice of security level shall 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, Europol shall, at the request of the International Co-operation Unit of the Cyprus Police, inform the recipients of the change of security level.

Article 14

Liaison officers representing the Republic of Cyprus 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 liaison officer(s) representing the Republic of Cyprus 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 the Republic of Cyprus.
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 Cyprus 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 Cyprus

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 International Co-operation Unit of the Cyprus Police. 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 International Co-operation Unit of the Cyprus Police with which a Europol liaison officer has been stationed 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 International Co-operation Unit of the Cyprus Police and at its expenses. The costs of telecommunication shall however be born by Europol.

3. Within the territory of the Republic of Cyprus the Europol liaison officer will enjoy the same privileges and immunities as those accorded to a liaison officer of the Republic of Cyprus, stationed at Europol.

Article 16

Liability

1. The Republic of Cyprus 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. The Republic of Cyprus 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 Cyprus's failure to comply with its obligations under this Agreement, the Republic of Cyprus 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 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 (2) 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 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 have been breached.

Article 18
Termination of the Agreement

1. This Agreement may be terminated by either of the Contracting Parties with six (6) months' notice.
2. In case of termination, 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 deleted.

Article 19
Amendments and Supplements

1. This Agreement, including the annexes to this Agreement, may be amended 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

This Agreement shall enter into force on the date on which the Parties have notified each other in writing through diplomatic channels that their legal requirements have been complied with.

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

For the Republic of Cyprus

For Europol

DEFINITION OF THE FORMS OF CRIME MENTIONED IN ARTICLE 3 (4) OF THE AGREEMENT ON CO-OPERATION BETWEEN THE REPUBLIC OF CYPRUS 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 the Republic of Cyprus 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 of 20 December 1988 against Illicit Traffic in Narcotic Drugs and Psychotropic Substances and in the provisions amending or replacing that Convention;
- "crime connected with nuclear and radioactive substances" means the criminal offences listed in Article 7(1) of the Convention on the Physical Protection of Nuclear Material, signed at Vienna and New York on 3 March 1980, and relating to the nuclear and/or radioactive materials defined in Article 197 of the Euratom Treaty and Directive 80/836 Euratom of 15 July 1980;
- "illegal immigrant smuggling" means activities intended deliberately to facilitate, for financial gain, the entry into, residence or employment in the territory of the Member States of the European Union contrary to the rules and conditions applicable in their territories and in the Republic of Cyprus contrary to its national legislation;
- "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.

COMPETENT AUTHORITIES

**AS MENTIONED IN ARTICLE 6 OF THE PRESENT AGREEMENT BETWEEN THE
REPUBLIC OF CYPRUS AND THE EUROPEAN POLICE OFFICE**

The authorities in the Republic of Cyprus responsible under national law for preventing and combating the criminal offences referred to in Article 3 (1) of the Agreement between the Republic of Cyprus and Europol are:

The Cyprus Police;

The Department of Customs and Excise;

The Unit for Combating Money Laundering.

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

Article 1

Tasks of the Liaison Officer

It shall be the task of the liaison officer to support and co-ordinate the co-operation between the Republic of Cyprus and Europol. In particular, the liaison officer shall be responsible for supporting contacts between Europol and the Republic of Cyprus 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 Cyprus 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 Cyprus 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 Cyprus 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. The Republic of Cyprus shall be liable for any damages caused by the liaison officer to Europol's property. Any such damages will be promptly repaid by the Republic of Cyprus, on the basis of a duly substantiated request by the other contracting party. In case of disagreement concerning a repayment, Article 17 of the Agreement may be followed.
2. In cases of conflict between the Republic of Cyprus 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 Police Authorities of the Republic of Cyprus for his replacement.

ANNEX 4 to the ANNEX

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

For the Republic of Cyprus

For Europol

“Confidential”	-	"Europol 1"
“Secret”	-	"Europol 2"
“Top Secret”	-	"Europol 3"