

Memorandum of Understanding on cooperation between the European Union Agency for Fundamental Rights and the European Union Agency for Law Enforcement Cooperation

The European Union Agency for Fundamental Rights (FRA), established by Council Regulation (EC) No 168/2007 of 15 February 2007 (hereinafter referred to as the "FRA Regulation"), represented for the purposes of signature of this Memorandum of Understanding by its Director, Michael O'Flaherty,

and

The European Union Agency for Law Enforcement Cooperation (Europol), established by Regulation (EU) No 2016/794 of 11 May 2016 and replacing and repealing Council Decisions 2009/371/JHA, 2009/934/JHA, 2009/935/JHA, 2009/936/JHA and 2009/968/JHA, as amended (hereinafter referred to as the "Europol Regulation"), represented for the purposes of signature of this Memorandum of Understanding by its Executive Director, Catherine De Bolle,

– hereinafter collectively referred to as the "Parties", or individually as the "Party" –,

Having regard to the FRA Regulation, and in particular Article 7 thereof, which provides that FRA shall ensure appropriate coordination with relevant Community bodies, offices and agencies;

Having regard to the Europol Regulation, and in particular Article 23 thereof, which provides that Europol may establish and maintain cooperative relations with Union bodies in accordance with the objectives of those bodies;

Recognising the common interest of both Parties to enhance cooperation,

Have agreed as follows:

1. Purpose

- a) The purpose of this Memorandum of Understanding is to establish, encourage and enhance the cooperation between the Parties, in particular through the exchange of information.
- b) The cooperation will not extend or go beyond the Parties' respective mandates and will not include the exchange of operational personal data.

2. Contact points

- a) Each Party establishes a contact point for the purposes of coordinating cooperation between the Parties.
- b) The contact points consult each other on a regular basis, particularly regarding matters falling under Points 3, 4 and 5 of this Memorandum of Understanding.
- c) The Parties exchange the contact details of the contact points and inform each other in writing of any change in that regard.

3. Mutual consultation and coordination

- a) The Parties consult each other regularly on issues of common interest for the purpose of coordinating their activities. In particular, the Parties inform each other about developments in areas and projects of mutual interest and exchange observations concerning such activities.
- b) The Parties coordinate – where appropriate – their activities on the topics of common interest, both in the EU institutional framework and when cooperating with third countries and international organisations.

4. Exchange of information

- a) Cooperation between the Parties is enhanced by the exchange of strategic and technical information.
- b) In accordance with the respective legal frameworks of the Parties, exchange of information between the Parties may not include the transmission of operational information, including operational personal data.
- c) Parties only supply information to each other which was collected, stored and transmitted in accordance with the applicable legal framework.
- d) The Parties may indicate, at the moment of providing information to each other or thereafter, any restriction on access thereto or the use to be made thereof, in general or specific terms, including as regards its transfer, erasure or destruction. The Parties will respect such restrictions.
- e) Any onward transmission of information received from the other Party receives the prior explicit authorisation by this Party. Such consent may only be given when allowed under the applicable legal framework of the transmitting Party.

5. Joint activities and exchange of best practice

- a) The Parties may prepare and implement joint training activities, including contributions to the development of courses, seminars, conferences, study visits, training tools and materials in areas of common interest.
- b) Where relevant and appropriate, the Parties consider inviting representatives of the other Party to attend activities such as seminars, conferences and expert meetings organised by one of them.
- c) The Parties exchange expertise and best practices in areas of common interest, and encourage – where relevant – that reference to each other's work is made. Each Party may consider inviting the other to participate in projects of relevance to their mandate (including as project partners), specifically research and innovation projects. Subject to separate prior arrangements between the Parties, this may include short-term or project-based deployments of staff from one Party to the other.
- d) As needs arise, the Parties may envisage any other form of cooperation under this Memorandum of Understanding, which does not go, in any case, beyond the Parties' respective mandates.

6. Assessment of cooperation

At least once per year, the Parties should jointly review the implementation of this Memorandum of Understanding.

7. Expenses

The Parties bear their own expenses that may arise when implementing the present Memorandum of Understanding, unless agreed otherwise in specific cases.

8. Confidentiality

- a) Each Party protects and safeguards unclassified information exchanged under this Memorandum of Understanding, with the exception of information which is expressly marked or is clearly recognisable as being public information, by various measures including the obligation of discretion and confidentiality, limiting access to authorised personnel and general technical and procedural measures.
- b) The security procedures for exchanging and protecting classified information exchanged between the Parties will be set out in an arrangement on the exchange and protection of classified information agreed between the Parties. Exchange of classified information is conditional upon the conclusion of such arrangement.

9. Settlement of disputes

All disputes that may emerge in connection with the interpretation or application of the present Memorandum of Understanding are settled by means of consultations and negotiations between representatives of the Parties.

10. Amendments

- a) This Memorandum of Understanding may be amended by mutual consent between the Parties in written form at any time. Parties enter into consultation with respect to possible amendments to this Memorandum of Understanding at the request of either Party.
- b) Amendments to this Memorandum of Understanding enter into force on the day following the signature of the last Party, subject to the completion of the respective internal approval procedures of each Party.

11. Termination

This Memorandum of Understanding may be terminated by each Party in writing by giving three months' notice.

12. Entry into force

This Memorandum of Understanding enters into force on the day following the day of the last signature.

Done at The Hague on 24, 06 / 2021 in duplicate in the English language.

For the **European Union Agency
for Fundamental Rights**



Michael O'Flaherty
Director

For **Europol**



Catherine De Bolle
Executive Director