

Arrangement between the European Public Prosecutor's Office and the European Union Agency for Law Enforcement Cooperation on the exchange and protection of classified information up to and including RESTREINT UE / EU RESTRICTED level

The European Public Prosecutor's Office ("EPPO") and the European Union Agency for Law Enforcement Cooperation ("Europol"), hereinafter referred as "the Parties",

Considering the results of their reciprocal security consultations,

In accordance with Article 15 of the Working Arrangement establishing cooperative relations between the European Public Prosecutor's Office and the European Union Agency for Law Enforcement Cooperation, hereinafter referred to as "the Working Arrangement",

Have agreed as follows:

Article 1 Scope

This Arrangement applies to all information exchanged between the Parties, the unauthorised disclosure of which could cause prejudice to the interests of EPPO, Europol, the European Union or one or more of the European Union Member States, designated by a classification marking. This information may be in any form and shall include copies, excerpts, drafts and translations.

Article 2 Markings

1. Each Party shall ensure that classified information received from the other Party is afforded the level of protection warranted by the corresponding classification marking of its own equivalent level as set out in the following table:

For EPPO	For Europol
RESTREINT UE / EU RESTRICTED	RESTREINT UE / EU RESTRICTED

2. The exchange of classified information shall be limited to the classification levels mentioned in paragraph 1.

3. The Parties shall use the classification markings to indicate the sensitivity of the classified information and thus the security rules, policies and procedures which apply to its exchange and protection.
4. The providing Party shall be responsible for the choice of the appropriate classification level and marking of the information sent to the other Party.
5. If either Party concludes that the classification level needs amendment, it shall inform the other Party and attempt to agree on an appropriate classification level. The receiving Party shall not change a classification level or marking of information without a prior written consent of the providing Party.
6. At any time, the providing Party may request an amendment of the classification level of the information it has supplied, including a possible declassification. The receiving Party shall amend the classification in accordance with such requests.
7. The providing Party may specify the time for which the classification level of the information it has supplied shall apply, and any possible amendments to the classification level after such time.
8. Where information of which the classification level is amended has been provided to third parties, all recipients shall be informed of the change of classification level.
9. The providing Party may also use additional markings to specify the originator of the classified information, any limitations on its handling and any additional security requirements for its protection by the receiving Party. The receiving Party shall be responsible for ensuring these limitations.

Article 3

Transmission of classified information between the Parties

1. Classified information transmitted by electronic means shall be encrypted with mutually agreed cryptographic products.
2. Classified information exchanged in the form of paper copies and electronic storage media shall only be exchanged by one of the following means:
 - (a) military or diplomatic courier;
 - (b) hand carriage, provided that:
 - i. the package shall bear an official seal, or shall be packaged so as to indicate that it is an official consignment and should not undergo customs or security scrutiny;
 - ii. documents or media containing classified information shall be transferred in double, sealed envelopes, the inner envelope bearing only the classification of the documents or other media and the address of the intended recipient, and the outer envelope bearing the address of the intended recipient, the address of the sender, and the registry number, if applicable;
 - iii. there shall be no indication on the outside packaging of consignments that the contents are classified;
 - iv. individuals shall carry a courier certificate identifying the package and authorising them to carry the package;
 - v. classified information shall not leave the possession of the bearer;
 - vi. classified information shall not be opened en route or read in public spaces.
3. RESTREINT UE / EU RESTRICTED information shall be exchanged between the entities specified within Chapter II of the Working Arrangement. The transmission of the information shall be documented.

4. The Parties shall notify each other of any changes to their respective organisations relevant to the transmission of classified information between the Parties, such as addresses and contact details.

Article 4 Onward transmission

Onward transmission of RESTREINT UE / EU RESTRICTED information shall be restricted in accordance with the conditions specified within Article 11 of the Working Arrangement. In case of any onward transmission requiring consent of the providing Party in accordance with Article 11 of the Working Arrangement, the receiving Party shall be responsible for the onward transmission and it shall ensure and confirm that the legal framework and appropriate measures to protect the information are in place.

Article 5 Access to classified information

1. The Parties shall ensure that access to classified information exchanged under this Arrangement is limited to authorised individuals:
 - (a) who need to have access to that classified information in order to perform their official duties;
 - (b) who are regularly briefed on the security rules, policies and procedures for protecting classified information and have acknowledged their responsibilities with regard to protecting such information in writing.
2. The Parties shall identify, in their respective administrations, those positions which may require access to classified information, in accordance with their applicable laws, rules and regulations.

Article 6 Copying and translation

1. Each Party shall ensure that the number of copies of classified information is limited to what is required for official purposes. All classification and other markings of the original of the classified information shall be copied along with its content. The security measures and limitations applicable to the original information shall also be applicable to copies thereof.
2. RESTREINT UE / EU RESTRICTED information may be copied by the receiving Party without the providing Party's prior written consent, unless the providing Party has imposed restrictions on copying.
3. All translations and partial copies or excerpts of classified information shall be, for the purposes of this Arrangement, considered to be copies of the original information.

Article 7 Storage and handling

1. Classified information exchanged under this Arrangement shall be handled in areas with
 - (a) a visibly defined and protected perimeter through which all entry and exit are controlled by means of a pass or personal recognition system; or
 - (b) a visibly defined perimeter which allows individuals and, where possible, vehicles to be checked, provided the classified information is protected from access by unauthorised individuals.

2. RESTREINT UE / EU RESTRICTED information shall be stored in locked office furniture in areas specified in paragraph 1(a) or 1(b).

Article 8 Destruction

1. When classified information is no longer needed or upon instruction from the providing Party, the receiving Party shall ensure that the classified information is securely destroyed in accordance with the receiving Party's rules.
2. Classified waste resulting from the preparation of classified information shall be destroyed using the same care and methods that are used to destroy the classified information.
3. Contingency plans shall take account of the need to protect classified information exchanged under this Arrangement during emergency situations in order to prevent unauthorised access, disclosure or loss of integrity or availability. The providing Party shall be informed in case an emergency destruction of registered classified information received under this Arrangement has taken place.

Article 9 Accreditation

1. Any use of a communication and information system for handling, storing or transmitting classified information, including stand-alone computers, photocopiers, scanners, electronic storage media and mobile devices, shall be subject to accreditation by the responsible security accreditation authorities of the Party handling the classified information.
2. Accreditation shall be designed as a process performed to obtain assurance that all appropriate security measures have been implemented and that a sufficient level of protection of the classified information has been achieved in accordance with this Arrangement. The accreditation process shall determine the maximum classification level of the information that may be handled in a communication and information system as well as the corresponding terms and conditions.
3. The accreditation status shall be reviewed at regular intervals to judge whether material changes have occurred which could alter the original accreditation decision.
4. The use of communication and information systems for classified information exchanged under this Arrangement shall be limited up to the level of RESTREINT UE / EU RESTRICTED.

Article 10 Information security audits

Each Party shall regularly conduct and document security audits of systems that process classified information exchanged under this Arrangement.

Article 11
Security consultations and assessment visits

1. Each Party shall assist the other Party in ascertaining whether classified information which has been exchanged under this Arrangement is properly protected. Upon request, both parties shall take part in consultations and provide each other its relevant security policies, standards, procedures, audit reports, risk assessments and documentation.
2. Whenever a significant change occurs that could affect the protection of classified information exchanged under this Arrangement, the Parties shall consider whether security consultations or assessment visits are required. For this purpose, each Party shall notify the other Party of all such significant changes.
3. Each Party shall allow the other Party to visit its territory or premises, upon receipt of a written permit, in order to assess its facilities and measures for the protection of classified information received from the other Party. The arrangements for such visit shall be agreed bilaterally.

Article 12
Security incidents

1. The receiving Party shall immediately inform the providing Party if it discovers that classified information received under this Arrangement may have been lost, compromised or disclosed without authorisation, and it shall initiate an investigation to determine how that information was lost, compromised or disclosed. At the conclusion of the investigation, remedial, corrective or legal action will be taken, where appropriate, and in accordance with the applicable laws, rules and regulations of the Party where the incident occurred. Furthermore, the receiving Party shall forward to the providing Party the results of the investigation and information regarding measures taken to prevent recurrence.
2. Each Party shall ensure that all staff handling classified information exchanged under this Arrangement are aware of the procedures for reporting incidents and issues of security concern.

Article 13
Amendments and termination

1. This Arrangement may be amended in writing at any time by mutual consent between the Parties. The Parties shall enter into consultations with respect to the amendment of this Arrangement at the request of either of them.
2. This Arrangement may be terminated in writing by either of the Parties with three months' notice.
3. This Arrangement terminates automatically on the day the Working Arrangement is terminated.
4. In case of termination, the Parties shall reach agreement on the continued use and protection of the classified information that has already been exchanged between them. If no agreement is reached, the providing Party is entitled to require that the information which it has provided be destroyed in accordance with the provisions of this Arrangement or returned to the providing Party.
5. Any disputes between the Parties arising out of the interpretation or application of this Arrangement shall be addressed by negotiation between the Parties. During the negotiation, both Parties shall continue to fulfil all of their obligations under this Arrangement.

Article 14
Entry into force

This Arrangement shall enter into force on the first day following the date of the last signature and, in any case, not before the Working Arrangement has entered into force.

Signed in duplicate.

For the EPPO

Laura Kövesi
European Chief Prosecutor



Done at Luxembourg
on 25/11 / 2021

For Europol

Catherine De Bolle
Executive Director



Done at The Hague on
on 16/11 / 2021