

**Agreement between**

**the Swiss Confederation**

**and the European Police Office**

**PREAMBLE**

The Swiss Confederation, hereafter referred to as Switzerland, and the European Police Office, hereafter referred to as Europol,

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 Switzerland on 27 March 2000 and that the Council of the European Union has concluded on 28 May 2001 that there are no obstacles to include the transmission of personal data from Europol to Switzerland in the Agreement;

considering that the Council of the European Union has given Europol the authorisation to agree to the following provisions between Switzerland and itself on 19 July 2004;

Have agreed as follows:

## TITLE I DEFINITIONS

### Article 1

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)<sup>1</sup>;
- (b) personal data means any information relating to an identified or identifiable natural person: an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
- (c) processing of personal data (processing) means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
- (d) information means personal and non-personal data.

## TITLE II PURPOSE OF THE AGREEMENT

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

## Article 2

The purpose of this Agreement is to enhance the co-operation of the Member States of the European Union, acting through Europol, and Switzerland 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 Switzerland at all appropriate levels.

### TITLE III

## APPLICABILITY

#### Article 3

##### Areas of criminality to which the Agreement applies

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

as well as to illegal money laundering activities in connection with these forms of crime or specific manifestations thereof and related criminal offences.
2. Related criminal offences shall be the criminal offences committed in order to procure the means for perpetrating the criminal acts mentioned in paragraph 1, criminal offences committed in order to facilitate or carry out such acts, and criminal offences to ensure the impunity of such acts.
3. Where Europol's mandate is changed in any way, Europol may, from the date when the change to Europol's mandate enters into force, submit to Switzerland in writing a proposal to extend the scope of application of this agreement in relation to the new mandate. In doing so, Europol shall inform Switzerland of all relevant issues related to the change of the

mandate. The agreement shall apply in relation to the new mandate as of the date on which Europol receives the written acceptance by Switzerland in accordance with its internal procedures.

4. The forms of criminality mentioned in paragraph 1 a) to e) and g) are defined in Annex 1 to this Agreement. Whenever a change to the mandate referred to in paragraph 3 entails the acceptance of a definition of another form of crime, such a definition will also be applicable where this form of criminality becomes part of this Agreement in accordance with paragraph 3. Europol shall inform Switzerland if and when the definition of an area of criminality is amplified, amended or supplemented. The new definition will be applicable for Switzerland as of the date on which Europol receives the written acceptance of the definition by Switzerland.

#### **Article 4**

##### **Areas of co-operation**

The co-operation may - in addition to the exchange of operational information - involve all other tasks of Europol mentioned in the Europol 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.

#### **TITLE IV**

##### **GENERAL PROCEDURES**

## **Article 5**

### **National contact point**

1. Switzerland designates the Federal Office of Police to act as the national contact point between Europol and other competent authorities of Switzerland.
2. High level meetings between Europol and the Swiss Police Authorities shall take place at least once a year and as necessary to discuss issues relating to this Agreement and the co-operation in general.
3. A representative of the Federal Office of 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 Switzerland responsible under national law for preventing and combating the criminal offences specified under Article 3 (1) are listed in Annex 2 to this Agreement. Switzerland will notify Europol of any changes to this list within three months after such changes come into effect, and will regularly inform Europol of any other competent authorities to whom data have been supplied in accordance with this Agreement.
2. Switzerland shall, through the Federal Office of Police, supply Europol, on its request, with all information concerning the internal organisation, tasks and data protection arrangements of the authorities mentioned in this Article.

**TITLE V**  
**INFORMATION EXCHANGE**

**Article 7**

**General Provisions**

1. Exchange of information between Switzerland and Europol shall only take place for the purpose of and in accordance with the provisions of this Agreement.
2. The exchange of information as specified in this agreement will take place between the Federal Office of Police and Europol. Switzerland shall ensure that the Federal Office of Police is available around the clock and that there is a direct link between the Federal Office of Police and the competent authorities as mentioned in Article 6, first paragraph, including the bodies responsible for international police co-operation.
3. Europol shall only supply information to Switzerland which was collected, stored and transmitted in accordance with the relevant provisions of the Convention and its implementing regulations.
4. Switzerland 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, paragraph 4 of the Council Act of 3 November 1998 laying down rules concerning the receipt of information by Europol<sup>2</sup>.
5. Individuals shall have the right to have access to data related to them transmitted under this agreement, or to have such data checked, in accordance with the applicable provisions of the Europol Convention or the Swiss legislation. In cases where this right is exercised, the

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<sup>2</sup> Official Journal of the EC C 26, 30/1/1999, p.17.

transmitting party will be consulted before a final decision on the request is taken.

## Article 8

### Supply of information by Switzerland

1. Switzerland 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, Switzerland may also 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 Switzerland. Europol shall notify Switzerland as soon as possible after it has been decided that data will not be included. Personal data which have been transmitted will be deleted, destroyed or returned, if such data are not, or no longer, necessary for Europol' s tasks or if no decision has been taken on their inclusion in a Europol data file within six months after receipt.
3. Europol shall be responsible for ensuring that the personal data as mentioned in paragraph 2, until they have been included in a Europol data file, may only be accessed by a Europol official duly authorised for the purpose of determining whether or not the data may be included in a Europol data file.

If Europol, after appraisal, has reason to assume that data supplied are not accurate or no longer up to date, it shall inform Switzerland thereof. Switzerland 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 Switzerland, 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 may also inform Switzerland of such restrictions at a later stage.

2. Switzerland shall comply with the following conditions for all transmissions of personal data by Europol to Switzerland:
  - a) after receipt, Switzerland shall determine as soon as possible if and to what extent the data which have been supplied are necessary for the purpose for which they were supplied;
  - b) the data will not be communicated by Switzerland to third States or bodies;
  - c) the data shall only be supplied to the Federal Office of Police;
  - d) onward transmission of the data by the initial recipient shall be restricted to the 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 with that Member State's consent;
  - g) any conditions on the use of the data specified by Europol must be respected; if the data have been communicated to Europol by a Member State of the European Union, and that Member State has stipulated any conditions on the use of such data, these conditions must be respected;
  - h) when data are supplied on request, the request for the information must specify indications as to the purpose of and the reason for the request;
  - i) the data may be used only for the purpose for which they were communicated; this shall not apply to communication of data required for a Europol enquiry;

- j) the data will be corrected and deleted by Switzerland if it emerges that they are incorrect, inaccurate, no longer up to date or should not have been transmitted;
  - k) the data will be deleted when they are no longer necessary for the purposes for which they were transmitted.
3. Switzerland 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 shall only be supplied in absolutely necessary cases and in addition to other data.
  5. No personal data will be supplied where an adequate level of data protection is no longer guaranteed.
  6. Where Europol notes that the personal data transmitted are inaccurate, no longer up to date, or should not have been transmitted, it shall inform the Federal Office of Police thereof forthwith. Europol shall request the Federal Office of Police to confirm to Europol that the data will be corrected or deleted.
  7. Europol shall keep a record of all communications of data under this Article and of the grounds for such communications.
  8. Storage of personal data transmitted from Europol may 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.

## TITLE VI

### COMMON PROVISIONS ON INFORMATION PROCESSING

## 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. Switzerland 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 Switzerland or Europol - on the basis of information already in its possession - comes to the conclusion that the assessment of information supplied by the other party needs correction, it will inform that other party and attempt to agree on an amendment to the assessment. Neither Switzerland nor Europol will change the assessment of information received without such agreement.
5. If Europol receives data or information from Switzerland without an assessment, Europol shall attempt as far as possible to assess the reliability of the source or the information on the basis of information already in its possession.
6. Switzerland and Europol 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 Switzerland and Europol. Such general agreements have to be approved by the Swiss Federal Council and the Europol Management Board. If data have been supplied to Europol on the basis of such general agreements, this shall be noted with the data.
7. If no reliable assessment can be made, or no agreement in general terms exists, Europol will evaluate the information as at paragraph 1 (D) and 2 (4) above.

## **Article 11**

### **Correction and deletion of data supplied by Switzerland**

1. The Federal Office of Police shall inform Europol when information transmitted to Europol is corrected or deleted. The Federal Office of 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 Federal Office of 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 Switzerland, has further need to process that information. Europol shall inform the Federal Office of 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 Federal Office of Police. The Federal Office of Police shall verify the data and inform Europol on the outcome of such verification. In case information is corrected or deleted by Europol in conformity with Article 20 (1) and 22 of the Convention, Europol shall inform the Federal Office of Police of the correction or deletion.

## **Article 12**

### **Confidentiality of Europol information**

1. All information processed by or through Europol, except information which is expressly marked or is clearly recognisable as being public information, is subject to a basic level of security within the Europol organisation as well as in the Member States. Information which is only subject to the basic level of security does not require a specific marking of a Europol security level, but will be designated as Europol information.
2. Switzerland shall ensure the basic protection level mentioned in paragraph 1 for all information supplied by Europol, by a variety of

measures in accordance with national legislation and regulations, including the obligation of discretion and confidentiality, limiting access to information to authorised personnel, data protection requirements as far as personal data is concerned and general technical and procedural measures to safeguard the security of the information.

3. Information requiring additional security measures is subject to a Europol security level, which is indicated by a specific marking. Information is assigned such a security level only where strictly necessary and for the time necessary.
4. The Europol security levels are numbered "Europol level 1 to 3", and relate to a specific security package which is applied within the Europol organisation. The security packages offer different levels of protection, depending on the content of the information, and taking account of the detrimental effect unauthorised access, dissemination or use of the information might have on the interests of the Member States or Europol.
5. Switzerland has taken note of the Confidentiality Regulations and its implementing regulations<sup>3</sup>, and commits itself to ensuring that all information supplied to it by Europol which is marked " Europol level 1 to 3" will receive within its territory a level of protection which is equivalent to that specified for these levels in the Confidentiality Regulations and its implementing regulations. Europol shall inform Switzerland, as far as necessary, of the protection measures associated with the Europol security levels and packages.
6. Switzerland guarantees that its national provisions on the protection of protectively marked information provide an adequate basis for ensuring a level of protection for information transmitted in accordance with this Agreement which is equivalent to that provided for in the Confidentiality Regulations and its implementing regulations.
7. The Federal Office of Police shall be responsible for ensuring that access authorisations to and protection of protectively marked

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<sup>3</sup> In its version published: Official Journal of the EC C 26, 30/1/1999, p.10.

information will also be complied with by other authorities to whom data may be transmitted in accordance with this agreement.

### **Article 13**

#### **Confidentiality of information supplied by Switzerland**

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

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

**TITLE VII**  
**LIAISON OFFICERS**

**Article 14**

**Liaison officers representing Switzerland at Europol**

1. Switzerland and Europol agree to enhance the co-operation as laid down in this Agreement through the stationing of (one or more) liaison officer(s) representing Switzerland 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 will 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 Switzerland.
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. Switzerland 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 Switzerland**

1. If required for a further enhancement of the co-operation as laid down in this Agreement, Switzerland and Europol agree that (one or more) Europol liaison officer(s) can be stationed with the Federal Office of Police. The stationing of (a) Europol liaison officer(s) with the Federal Office of Police may be agreed through an exchange of notes between the Swiss Federal Council and Europol at any time. The Europol liaison officers' tasks, rights and obligations as well as details regarding their stationing with the Federal Office of Police and the costs involved will be laid down in a liaison agreement.
2. The Federal Office of Police will arrange for all necessary facilities, such as office space and telecommunications equipment to be provided to such liaison officers within the premises of the Federal Office of Police, at the cost of the Federal Office of Police. The costs of telecommunication shall however be borne by Europol.
3. The property and assets of the Europol liaison officer, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference whether by executive, administrative, judicial or legislative action.
4. Switzerland shall permit the liaison officer to communicate freely for all official purposes and protect his right to do so. The liaison officer shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall be subject to the same privileges and immunities as diplomatic couriers and bags.
5. The archives of the liaison officer shall be inviolable. These archives shall include all records, correspondence, documents, manuscripts, computer records, photographs, films and recordings belonging to or held by the liaison officer.
6. Within the territory of Switzerland the Europol liaison officer will enjoy the same privileges and immunities as those accorded to a Swiss Liaison officer stationed at Europol.

**TITLE VIII**  
**FINAL CLAUSES**

**Article 16**

**Liability**

1. Switzerland 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 data exchanged with Europol. Switzerland 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 Switzerland's failure to comply with its obligations under this Agreement, Switzerland 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. Switzerland and Europol shall not require each other to pay compensation for damages under paragraphs 2 and 3 above to the extent that the compensation for damages was enforced as punitive, increased or other non-compensatory damages.

## Article 17

### Settlement of Disputes

1. Any dispute between Switzerland and Europol concerning the interpretation or application of this Agreement, or any question affecting the relationship between Switzerland and Europol, which is not settled amicably, shall be referred for final decision to a tribunal of three arbitrators, at the request of either party to the dispute. Each party shall appoint one arbitrator. The third, who shall be chairman of the tribunal, is to be chosen by the first two arbitrators.
2. If one of the parties fails to appoint an arbitrator within two months following a request from the other party to make such an appointment, the other party may request the President of the International Court of Justice, or in his absence the Vice-President, to make such an appointment.
3. Should the first two arbitrators fail to agree upon the third within two months following their appointment, either party may request the President of the International Court of Justice, or in his absence the Vice-President, to make such appointment.
4. Unless the parties agree otherwise, the tribunal shall determine its own procedure. The languages of the arbitration shall be German, French, Italian or English.
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 parties to the dispute.
6. Each party reserves the right to suspend its obligations under this Agreement where the procedure laid down in this Article is applied or might be applied in accordance with paragraph 1, or in any other case

where a party is of the opinion that the obligations incumbent on the other party under this Agreement have been breached.

## **Article 18**

### **Termination of the Agreement**

1. This Agreement may be terminated by each party with six months' notice.
2. In case of termination, Switzerland and Europol shall reach agreement on the continued use and storage of the information that has already been communicated between them. If no agreement is reached, either of the two parties is entitled to require that the information which it has communicated be deleted.

## **Article 19**

### **Amendments**

Switzerland or Europol may propose to each other to amend this Agreement. Amendments to this Agreement shall enter into force after the respective internal procedures have been completed.

## **Article 20**

### **Annexes**

The Annexes shall form an integral part of the Agreement. Annex 2 can be amended by an exchange of notes between the Swiss Federal Department of Justice and Police and Europol.

## **Article 21**

### **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 Bern, this twenty-fourth day of September, two thousand and four, in duplicate in the English and French language, each text being equally authentic.

**For Switzerland**

**For Europol**

**Jean-Luc Vez**

**Mariano Germán Simancas Carrión**

**Director, Federal Office of Police**

**Acting Director**

## ANNEX 1

### DEFINITION OF THE FORMS OF CRIME MENTIONED IN ARTICLE 3 PARAGRAPH 4 OF THE AGREEMENT BETWEEN THE SWISS CONFEDERATION AND EUROPOL

With regard to the forms of crime listed in Article 3 (1) of the Agreement between Switzerland 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 and Switzerland, contrary to the rules and conditions applicable in their territories;
- "traffic 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.

## ANNEX 2

### AS MENTIONED IN ARTICLE 6 OF THE AGREEMENT BETWEEN THE SWISS CONFEDERATION AND EUROPOL

#### COMPETENT AUTHORITIES

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

The police, law enforcement and aliens authorities of the Swiss Confederation;

The police, law enforcement and aliens authorities of the Swiss Cantons;

The Swiss customs administration.

## **ANNEX 3**

### **LIAISON AGREEMENT AS MENTIONED IN ARTICLE 14 OF THE AGREEMENT BETWEEN THE SWISS CONFEDERATION AND 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 Switzerland and Europol. In particular, the liaison officer shall be responsible for supporting contacts between Switzerland and Europol facilitating the exchange of information.

#### **Article 2**

##### **Status of the liaison officer**

1. The liaison officer shall be regarded as a formal representative of Switzerland 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 Switzerland 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. Switzerland 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 will assist the liaison officer in providing for adequate resources to fulfil any requirements relating to the protection of the confidentiality of information exchanged with Europol.

### **Article 5**

#### **Administrative issues**

1. The liaison officer shall comply with Europol's internal rules, without prejudice to his national law. In performing his duties, he shall be subject to his own national law on data protection.
2. The liaison officer shall keep Europol informed of his working hours and contact details in cases of emergency. He shall also inform Europol of any extended stay away from Europol's Headquarters.

## **Article 6**

### **Liability and cases of conflict**

1. Switzerland shall be liable for any damages caused by the liaison officer to Europol's property. Any such damages will be promptly repaid by Switzerland, on the basis of a duly substantiated request by Europol. In case of disagreement concerning a repayment, Article 17 of the Agreement may be followed.
2. In cases of conflict between Switzerland 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 Swiss Authorities for his replacement.

## **Agreement between**

## **the Swiss Confederation**

## and the European Police Office

### JOINT DECLARATION

The contracting parties express their mutual interest to exchange letters concerning an extension of the agreement to the new areas of crime added to the mandate of Europol as of 1 January 2002, and to Europol' s new confidentiality levels as of 1 July 2003 after the entry into force of the agreement.

Done at Bern, this twenty-fourth day of September, two thousand and four, in duplicate in the English and French language, each text being equally authentic.

For Switzerland

For Europol

Jean-Luc Vez  
Director, Federal Office of Police

Mariano Germán Simancas Carrión  
Acting Director