



Working Arrangement

Between

**The United Nations Office on Drugs and Crime (UNODC)
and
The European Agency for the Management of Operational Cooperation at the
External Borders of the Member States of the European Union (Frontex)
for
Strengthening Cooperation in Respect of Areas of Common Interest within the
Mandates of Both Organizations**

Rationale/respective mandates

UNODC is established to implement the organizations' drug programme and crime programme in an integrated manner, addressing the interrelated issues of drug control, crime prevention and international terrorism in the context of sustainable development and human security¹.

UNODC is committed to achieving health, security and justice for all, a vision its medium-term strategy seeks to translate into action. UNODC's mission is to contribute to the achievement of security and justice for all by making the world safer from drugs, crime, and terrorism. UNODC's work is guided by a broad range of internationally binding instruments and a set of United Nations Standards and Norms on crime prevention and criminal justice.

Frontex is the European Union Agency, established to facilitate and render more effective the application of existing and future EU measures relating to the management of external borders of the Member States. It shall do so by ensuring the coordination of Member States' actions in the implementation of those measures, thereby contributing to an efficient, high and uniform level of control on persons and surveillance of the external borders of the Member States.

Frontex may cooperate with international organisations competent in matters covered by the Frontex Regulation in the framework of working arrangements concluded with those bodies, in accordance with the relevant provisions of the Treaty and the provisions on the competence of those bodies².

¹ Secretary General's bulletin – Organization of the United Nations Office on Drugs and Crime, 15 March 2004, ST/SGB/2004/6

² cf. Article 13, Council Regulation (EU) No 1168/2011 of 2 October 2011

The purpose of this Working Arrangement is to provide a framework for cooperation and to facilitate collaboration between Frontex and UNODC, on a non-exclusive basis.

The basis and purpose of cooperation between Frontex and UNODC will be focused but not limited to border management and related transnational organized crime as defined in the respective mandates of the Organisations along the lines of the following types of cooperation:

- Risk and Threat Analysis Activities
- Capacity Building Activities including Training
- Information Exchange

The envisaged cooperation between Frontex and UNODC will be aimed at joint activities in the fields of common interest such as those specified in Technical Annex 1.

Agree to the following provisions:

1. Mutual Consultation

1. UNODC and Frontex shall, when circumstances require, exchange views and consult on matters of common interest.
2. In the context, UNODC and Frontex shall exchange information on new development in their fields of activities and on projects that are of mutual interest.

2. Exchange of Information

1. Any exchange of information between UNODC and Frontex shall be subject to their respective rules and procedures and shall only take place for the purpose of and in accordance with the provisions of this Working Arrangement. The present Section is without prejudice to the relevant provisions applicable to Frontex concerning classified information, protection of personal data and public access to documents of EU bodies.
2. UNODC and Frontex shall inform each other, at the moment of transfer of information or before, in case of any restriction on its use, deletion or destruction, including possible access restriction or specific terms. Where the need for such restrictions becomes apparent after the transfer, the Organisations shall also inform each other of such restrictions at a later stage.
3. The exchange of information as specified in this Working Arrangement shall take place via the designated contact persons of UNODC and Frontex.

3. Technical Cooperation

1. In the interest of their respective activities, UNODC and Frontex may seek each other's technical cooperation when they are qualified to assist in the development and implementation of such activities.
2. Specific activities shall be subject to individual project documents and/or letters of agreement. The terms and conditions including the execution modalities of any joint activities will be mutually agreed upon on a case-by-case basis by UNODC and Frontex.

4. Reciprocal Representation

1. Whenever possible, arrangements shall be made to facilitate reciprocal representation at appropriate meetings organized by UNODC or Frontex dealing with matters in which the other Organisation has an interest or competence, subject to the applicable rules and procedures.

5. Financial Information

1. This Working Arrangement does not create or imply any obligations of a financial nature for Frontex and UNODC.
2. The two Organisations bear their own expenses which arise in the course of implementation of the present Working Arrangement, unless otherwise agreed on a case-by-case basis.

6. Settlement of Disputes

1. Any dispute between UNODC and Frontex concerning the interpretation or application of this Agreement, or any question affecting the relationship between UNODC and Frontex shall be referred to the Executive Director of UNODC and the Executive Director of Frontex, who shall aim to find an equitable solution.
2. Both Frontex and UNODC reserve the right to suspend its obligations under this Working Arrangement where one of them applies the procedure laid down in Section 6 point 1 or in any other case where one of them is of the opinion that the obligations incumbent on the other one under this Working Arrangement has been breached.
3. If one Organisation decides to exercise its right it suspend its obligations under this Working Arrangement it shall notify the other Organisation in writing.

7. Amendments to and Termination of the Working Arrangement

1. This Working Arrangement may be amended by mutual written consent between UNODC and Frontex at any time.

2. UNODC and Frontex shall enter into consultations with respect to the amendment of this Working Arrangement at the request of either Organisation.
3. This Working Arrangement may be terminated by each Organisation with three months' notice.

8. Contact Persons

1. UNODC and Frontex shall each designate contact persons in order to facilitate the most efficient co-operation between the two Organizations.
2. Meetings will be held on a yearly basis at the working level to monitor the implementation of the Working Agreement.

9. Entry into Force

1. This Working Arrangement shall enter into force upon the signature of the two Organisations.


10. Final Provisions

1. This Working Arrangement constitutes the entire agreement among the above named Organisations. No waiver, change, or modification in this Working Arrangement is valid or binding unless agreed to in writing and signed by all parties.
2. Nothing in this Working Arrangement shall affect any of the privileges and immunities of either Organisation.
3. Any specific activity or obligation within the framework of this Working Arrangement will be subject to the availability of resources and the conclusion of separate agreements in each case.

IN WITNESS whereof the duly authorized representatives of the Organisations have signed two originals of this Working Arrangement.

Signed in Vienna, on 17 April, 2012

For UNODC:



Yury Fedotov
Executive Director

For Frontex:



Ilkka Laitinen
Executive Director