

FRONT_{EX}



Working Arrangement

between

**The European Border and Coast Guard Agency
(Frontex)**

and

EUNAVFOR MED IRINI

The European Border and Coast Guard Agency, hereinafter referred to as ‘Frontex’, represented by its Executive Director, Mr Fabrice Leggeri, of the one part,

and

EUNAVFOR MED IRINI, represented by its Operation Commander, Rear Admiral Fabio Agostini, of the other part

hereinafter collectively referred to as ‘the Sides’, or individually as ‘the Side’;

Having regard to Regulation (EU) 2019/1896 of 13 November 2019 on the European Border and Coast Guard¹ in particular Article 68(1)(j) thereof

Whereas:

An exchange of letters dated 27 November 2014 and 26 January 2015, provide for enhancement of cooperation between the EEAS and Frontex;

Council Decision (CFSP) 2020/472 of 31 March 2020 established a European Union military operation in the Mediterranean (EUNAVFOR MED IRINI)²;

By Decision C(2020) 7717 of 13 November 2020 by virtue of Article 68(2) Regulation (EU) 2019/1896 the European Commission gave its’ prior approval to this Working Arrangement;

In accordance with Article 68(2) of Regulation (EU) 2019/1896, the European Parliament and the Council are to be informed of the Working Arrangement;

Both Sides intend to cooperate as follows:

Section 1 Purpose

The purpose of this Working Arrangement is to establish cooperation between Frontex and EUNAVFOR MED IRINI.

Section 2 Scope of cooperation

1. The Sides agree to cooperate within their respective mandates, with a view to ensuring:
 - a) the promotion of European integrated border management standards;

¹ Regulation (EU) 2019/1896 of 13 November 2019 on the European Border and Coast Guard (OJ L 295, 14.11.2019, p. 1).

² Council Decision (CFSP) 2020/472 of 31 March 2020 on a European Union military operation in the Mediterranean (EUNAVFOR MED IRINI) (OJ L 101, 1.4.2020, p. 4)

- b) situational awareness and risk analysis.
2. Cooperation between the Sides will primarily focus, in accordance with respective mandates, on cross-border crime, such as arms trafficking and the disruption of the human smuggling business model and trafficking networks.

Section 3 Forms of cooperation

1. The Sides agree, in accordance with the relevant legal frameworks, to support each other in developing situational awareness, in particular through:
 - a) the exchange of information about their own assets;
 - b) the exchange of information about other assets of joint interest within the framework of EUROSUR;
 - c) coordinated use of satellite imagery.
2. The Sides agree, in accordance with the relevant legal frameworks, to support each other in developing risk analyses, in particular through the exchange of:
 - a) reports and analytical products;
 - b) information about threats and relevant criminal activities
3. The Sides may cooperate in the area of capacity building, with the view to promoting European integrated border management standards.
4. Cooperation may take place in particular through direct contacts, the use of dedicated systems such as the Joint Operations Reporting Application, the provision of the EUROSUR Fusion Services and via participation in coordination mechanisms, such as the Crime Information Cell (CIC), in accordance with Article 10(4) of Council Decision (CFSP) 2020/472 of 31 March 2020 with personnel deployed by both Sides.
5. The Sides may also deploy associated experts to support and facilitate contacts with the other Side.

Section 4 Exchange of information

1. Any exchange or transfer of information between the Sides is subject to their respective rules and procedures and may only take place for the purpose of and in accordance with the provisions of this Working Arrangement and in compliance with the applicable provisions of Union law regarding the exchange of information, data protection and protection of classified information and sensitive non classified information.
2. In particular, each Side ensures that EU Classified Information and the sensitive non-classified information received from the other Side, which requires confidentiality, integrity and availability, receives a level of

protection within its organisation that is equivalent to the level of protection offered by the measures applied to that information by the providing Side.

Section 5 Data Protection

Processing of personal data in this Working Arrangement will be governed in accordance with the purposes laid down in Article 87(a), (f) and (h) of Regulation (EU) 2019/1896, with Article 8 of the Charter of Fundamental Rights of the European Union, with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and with the Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016.

Section 6 Public access to information

Should one of the Sides, under rules concerning public access to documents, receive an application to disclose documents originating from the other Side or drafted jointly, the requested Side will consult with the originating Side prior to any disclosure of the requested documentation.

Section 7 Points of contact

1. For the implementation of this Working Arrangement, the Sides notify each other of the designated points of contact.
2. Where required, the Sides may decide to appoint dedicated points of contact for specific areas of cooperation, as well as to define specific cooperation procedures.

Section 8 Expenses

The Sides bear their own expenses which arise in the course of the implementation of this Working Arrangement, unless otherwise agreed in writing on a case-by-case basis.

Section 9 Application, amendments, dispute settlement and termination

1. This Working Arrangement is applicable as of the day of its signature by both Sides.
2. Any amendments to this Working Arrangement must be done by mutual consent in writing. Amendments will be applicable once the respective internal procedures have been completed and are subject to the Commission's prior approval.

3. Any dispute arising out of the interpretation or implementation of this Working Arrangement will be settled by negotiations between the Sides.
4. Either Side may terminate this Working Arrangement with a three months' prior written notice.

Signed in two original copies, each in English language, one copy for each Side.

For the European Border and Coast Guard Agency [signed]	For EUNAVFOR MED IRINI [signed]
Fabrice Leggeri <i>Executive Director</i>	Rear Admiral Fabio Agostini <i>Operation Commander</i>
Signed in Warsaw, on 15.01.2021	Signed in Rome, on 15.01.2021