

Lehmus KaarleJ

26.05.2008

Eduskunta
Suuri valiokunta

Viite

Asia

Europolin ja Montenegron yhteistyötä koskeva sopimusluonnos

U/E-tunnus:

EUTORI-numero:

Ohessa lähetetään perustuslain 97§:n mukaisesti selvitys Europolin ja Montenegron välisestä yhteistyösopimusluonnoksesta

Poliisiylitarkastaja Kaarle J. Lehmus

LIITTEET Perusmuistio SM2008-00225
Europol 3710-415

Asiasanat	Europol
Hoitaa	SM
Tiedoksi	EUE, OM, PLM, STM, TH, TPK, VM, VNEUS

Lehmus KaarleJ

26.05.2008

Asia

Europolin ja Montenegron välistä yhteistyötä koskeva sopimusluonnos.

Kokous

Liitteet

Viite

EUTORI/Eurodoc nro:

U-tunnus / E-tunnus:

Käsittelyn tarkoitus ja käsittelyvaihe:

OSA-neuvoston kokouksessa on tarkoitus hyväksyä virallisesti Europolin ja Montenegron välinen strateginen yhteistyösopimusluonnos.

Asiakirjat:

Europol 3710-415

EU:n oikeuden mukainen oikeusperusta/päätöksentekomenettely:

Europol yleissopimus 42 artikla, yksimielinen päätös

Käsittelijä(t):

SM/PO poliisijohtaja Kari Rantama, p. 42909
SM/PO poliisiylitarkastaja Kaarle J. Lehmus, p. 42539
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Suomen kanta/ohje:

Suomi kannattaa sopimusluonnoksen hyväksymistä ja Europolin johtajan valtuuttamista allekirjoittamaan sopimus.

Sopimus noudattaa tarkasti Europolille erikseen hyväksyttyä mallisopimus pohjaa, jota on tarkoitus noudattaa jatkossa kaikkien uusien sopimustekstien suhteen, jotta sopimukset olisivat mahdollisimman yhdenmukaiset ja saman tasoiset eri yhteistyömaiden kanssa niin strategisten kuin operatiivisten sopimustenkin osalta.

Pääasiallinen sisältö:

Yleistä.

Neuvosto on hyväksynyt Montenegron lisättäväksi niiden valtioiden listalle, joiden kanssa Europol voi neuvotella yhteistyösopimuksen. Europol ja Montenegro saattoivat sopimusneuvottelut päätökseen huhtikuussa 2008 ja Europolin hallintoneuvosto osaltaan hyväksyi sopimustekstin kokouksessaan 20-21.5.2008.

Sopimuksen johdannossa todetaan, että sopimus liittyy kummankin osapuolen etuihin erityisesti järjestäytyneen rikollisuuden, terrorismin, ihmiskaupan ja laittoman maahanmuuton torjumisessa.

Artiklakohtainen sisältö.

Artikla 1 määrittelee sopimuksen tarkoituksen vakavan kansainvälisen rikollisuuden torjunnassa ja tutkinnassa erityisesti strategisten ja teknisten tietojen vaihdossa. Henkilötietoja ei sopimuksen perusteella vaihdeta.

Artikla 2 määrittelee strategiset ja tekniset tiedot.

Artikla 3 määrittelee ne rikollisuuden alueet, joihin sopimusta sovelletaan. Määritelmä käsittää ne rikokset, jotka kuuluvat Europolin toimivaltaan.

Artikla 4 toteaa kansallisen yhteyspisteen Montenegrossa.

Artikla 5 toteaa, että liitteessä 3 luetellaan sopimuksen toimivaltaiset viranomaiset Montenegrossa.

Artikla 6 määrittelee tietojen vaihdon ehtoja ja tietojen käyttöä sekä luovuttamista kolmannelle osapuolelle.

Artikla 7 toteaa, että yhteistyön tulee perustua kirjalliseen pyyntöön.

Artikla 8 määrittelee pyyntöjen toteuttamistapoja, luottamuksellisuuden turvaamista ja pyyntöjen täydentämistä tarvittaessa.

Artikla 9 toteaa, että kaikki tiedon vaihtoon sisältyvät tiedot ovat vähintään perustason luottamuksellisia tietoja elleivät ne ole erityisen selvästi julkisia tietoja.

Artikla 10 toteaa, että osapuolet voivat tarpeen mukaan vaihtaa asiantuntijoita, järjestää seminaareja, koulutusta ja muita tapaamisia.

Artikla 11 toteaa, että osapuolet voivat niin sopiessaan lähettää yhteyshenkilöitä, joiden tehtävistä ja asemasta tulee sopia erikseen.

Artikla 12 määrää, että osapuolet vastaavat sopimuksen soveltamisesta syntyvistä kustannuksistaan itse, ellei erikseen ole toisin sovittu.

Artikla 13 määrittelee vahingonvastuun niissä tapauksissa joissa sopimuksen tarkoittamaa tiedon vaihtoa on sovellettu väärin tai toimivaltaa ylittäen ja siitä on koitunut vahinkoa.

Artikla 14 sisältää määräyksen sopimuksesta aiheutuvien riitojen ratkaisutavasta.

Artikla 15 toteaa, että sopimus ei sisällä osapuolten välistä oikeusapua eikä estä minkään muun Montenegroa sitovan sopimuksen soveltamista.

Artikla 16 sisältää määräykset sopimuksen mahdollisesta muuttamisesta ja täydentämisestä.

Artikla 17 toteaa sopimuksen voimaantulon.

Artikla 18 sisältää määräykset sopimuksen lakkauttamisesta.

Sopimuksen liitteenä 1 on tietojen luottamuksellisuutta koskevat määräykset tietojen luottamuksellisuustasoa osoittavine vastaavuustaulukoineen.

Sopimuksen liitteenä 2 on sovellettavien rikosten muotojen määritelmät.

Sopimuksen liitteenä 3 on lueteltu Montenegron toimivaltaiset viranomaiset.

Kansallinen käsittely:

Sisäasiainministeriö

Eduskuntakäsittely:

HaVL 56/2006 vp - E 140/2006 vp

Käsittely Euroopan parlamentissa:

-

Kansallinen lainsäädäntö, ml. Ahvenanmaan asema:

Ei vaikutusta kansalliseen lainsäädäntöön.

Taloudelliset vaikutukset:

Ei taloudellisia vaikutuksia.

Muut mahdolliset asiaan vaikuttavat tekijät:

Asiasanat Hoitaa	Europol SM
Tiedoksi	EUE, OM, PLM, STM, TH, TPK, VM, VNEUS

EUROPOL

The Hague, 23 April 2008

File no: 3710-415

Management Board 20-21 May 2008

Item 9b

MB to approve

Draft
Agreement on Strategic Co-operation
between
Montenegro and the European Police Office

Montenegro
and
the European Police Office

(hereafter referred to as "the Contracting Parties")

Aware of the urgent problems arising from international organised crime, especially terrorism, trade in human beings and illegal immigrant smuggling, unlawful drug trafficking,

Considering that it is within their common interest to enhance cooperation in combating serious forms of international crime;

Considering that the Council of the European Union has given the European Police Office (hereafter referred to as "Europol") the authorisation to enter into negotiations on a co-operation agreement with Montenegro on 15 February 2007;

Considering that the Council of the European Union has on (date) given Europol the authorisation to agree to the present agreement between Montenegro and Europol;

Have agreed as follows:

Article 1

Purpose

1. The purpose of this Agreement is to enhance the cooperation of the Member States of the European Union, acting through Europol, and Montenegro in preventing, detecting, suppressing, and investigating serious forms of international crime in the areas mentioned in Article 3, in particular through the exchange of strategic and technical information, as defined in Article 2.
2. This Agreement does not authorise the transmission of data related to an identified individual or identifiable individuals.

Article 2

Strategic and Technical Information

1. "Strategic information" includes, but is not limited to:
 - a. enforcement actions that might be useful to suppress offences and, in particular, special means of combating offences;
 - b. new methods used in committing offences;
 - c. trends and developments in the methods used to commit offences;
 - d. observations and findings resulting from the successful application of new enforcement aids and techniques;
 - e. routes and changes in routes used by smugglers or those involved in illicit trafficking offences covered by this agreement.
 - f. prevention strategies and methods for management to select law enforcement priorities;
 - g. threat assessments and crime situation reports.
2. "Technical information" includes, but is not limited to:
 - a. means of strengthening administrative and enforcement structures in the fields covered by this agreement;
 - b. forensic police methods and investigative procedures;
 - c. methods of training the officials concerned;
 - d. criminal intelligence analytical methods;
 - e. identification of law enforcement expertise.

Article 3

Areas of criminality to which the Agreement applies

1. The co-operation as established in this Agreement shall, in line with the Parties' co-operation interest, relate to all areas of crime within Europol's mandate at the date of entry into force of this Agreement, including 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. Offences predicate to illegal money laundering activities with regard to which forms of crime Europol has no competence shall however not be considered as related criminal offences.
3. Where Europol's mandate is changed to cover areas of crime in addition to those set forth in paragraph 1, Europol may, from the date when the change to Europol's mandate enters into force, submit to Montenegro 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 Montenegro of all relevant issues related to the change of the mandate. This agreement shall apply in relation to the new mandate as of the date on which Europol receives the written acceptance by Montenegro in accordance with its internal procedures.
4. For the specific forms of criminality referred to in paragraph 1 and listed in Annex 2 to this Agreement, the definitions included in that Annex shall be applicable. 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 shall also be applicable where this form of criminality becomes part of this Agreement in accordance with paragraph 3. Europol shall inform Montenegro if and when the definition of an area of criminality is amplified, amended or supplemented. The new definition shall become part of this Agreement as of the date on which Europol receives the written acceptance of the definition by Montenegro. Any amendment to the instrument to which the definition refers shall be considered an amendment of the definition as well.

Article 4

National Contact Point

1. Montenegro designates the National Bureau of Europol in the Police Directorate of Montenegro (hereinafter referred to as "National Bureau of Europol") to act as the national contact point between Europol and other competent authorities of Montenegro.
2. High level meetings between Europol and the competent authorities of Montenegro shall take place regularly to discuss issues relating to this Agreement and the co-operation in general.
3. The point of contact designated by Montenegro and Europol shall consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities.

Article 5

Competent authorities

1. The law enforcement authorities in Montenegro responsible under national law for preventing and combating the criminal offences referred to in Article 3 (hereafter referred to as "competent authorities") are listed in Annex 3 to this Agreement. Montenegro shall notify Europol of any changes to this list within three months after such changes come into effect.
2. When appropriate, consultation shall be arranged at the required level between representatives of the competent authorities of Montenegro and Europol responsible for the areas of criminality to which this agreement applies, to agree upon the most effective way in which to organise their particular activities.

Article 6

Exchange of Information

1. Exchange of information specified in this Agreement shall only take place in accordance with the terms of this Agreement.
2. The exchange of information as specified in this agreement will take place between Europol and the National Bureau of Europol and, as they consider appropriate, may include direct exchanges of information with the competent authorities identified pursuant to Article 5.
3. Information exchanged pursuant to this agreement shall only be used for the purposes of this agreement and in the investigation, prosecution and prevention of criminal offences, and in proceedings related to criminal matters.
4. Europol shall only supply information to Montenegro which was collected, stored and transmitted in accordance with the relevant provisions of the Convention and its implementing decisions.
5. The Party providing the information may stipulate conditions on its further use. Such conditions on the usage of information may only be eliminated with the written consent of the providing Party.
6. Information received in accordance with the present Agreement shall not be used without the consent of the providing Party for purposes other than those for which it was provided.
7. Information received in accordance with the present Agreement may not be shared with third parties other than Member States of the European Union without the prior consent of the providing Party.

8. Should a request to disclose information transmitted on the basis of the present Agreement be submitted to a Contracting Party by an individual, the Contracting Party which provided this information shall be consulted as soon as possible. The concerned information shall not be disclosed should the Contracting Party which supplied it object.

Article 7

Requests for assistance

Co-operation within the framework of this Agreement will be carried out on the basis of written requests for assistance, or on the initiative of one of the Parties, if this Party presumes that such assistance is of interest to the other Party.

Article 8

Execution of requests

1. The requested Party shall take all necessary measures to ensure a prompt and complete execution of the request. The requesting Party shall be immediately notified about any circumstances that may hamper the execution of the request or considerably delay its execution.
2. The requested Party shall have the right to ask for any further information it considers necessary to duly execute the request.
3. The requesting Party may ask the requested Party to take all necessary measures to ensure confidentiality of the fact that the request was made, the contents of the request and any annexed documents, as well as the fact that it has provided assistance.
4. The requested Party shall inform the requesting Party if it is not possible to execute the request while preserving its confidentiality. The requesting Party shall decide whether it is acceptable to execute the request under these conditions.
5. The requested Party shall inform the requesting Party of the results of the execution of the request at its earliest convenience.

Article 9

Confidentiality

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 protection level within the Europol organisation as well as in the Member States of the European Union. Information which is only subject to the basic protection level does not require a specific marking of a Europol classification level, but shall be designated as Europol information.

2. The Parties shall ensure the basic protection level mentioned in paragraph 1 for all information exchanged under this Agreement, by a variety of measures, including the obligation of discretion and confidentiality, limiting access to information to authorised personnel, and general technical and procedural measures to safeguard the security of the information.
3. Information requiring additional security measures is subject to a classification level of Montenegro or of Europol, which is indicated by a specific marking. The exchange of classified information between the Contracting Parties shall take place in accordance with the detailed protective measures described in Annex I. The level of classified information to be exchanged is determined by the corresponding classification levels as outlined by the Table of Equivalence in Article 7(3) of Annex I.

Article 10 **Exchange of expertise**

Representatives of the Parties shall, as appropriate:

- a. participate in seminars, training courses, and other meetings; and
- b. facilitate visits of experts, law enforcement authorities, and administrators, in the areas of criminality covered by this agreement.

Article 11 **Liaison officers**

If required for a further enhancement of the co-operation as laid down in this Agreement, and in view of concluding an operational agreement, the Contracting Parties may agree to the assignment of one or more Liaison Officers. The liaison officers' functions, tasks, and status will be the subject of consultations with a view to concluding a liaison agreement.

Article 12 **Expenses**

The Parties shall bear their own expenses which arise in the course of implementation of the present Agreement, unless otherwise agreed on a case-by-case basis.

Article 13 **Liability**

1. If damage is caused to one Party or to an individual as a result of unauthorised or incorrect information processing under this Agreement by the other Party, that Party shall be liable for such damage.

2. 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 the failure of Montenegro to comply with its obligations under this Agreement, Montenegro shall be bound to repay, on request, the amounts which Europol paid to a Member State or another third State or third body to make up for the amounts it paid in compensation.
3. In case no agreement can be found on the determination and compensation of damage between the Parties under this Article, the issue shall be settled in accordance with the procedure laid down in Article 14.

Article 14 **Settlement of disputes**

All disputes which may emerge in connection with the interpretation or application of the present Agreement shall be settled by means of consultations and negotiations between representatives of the Parties on the basis of general principles of international law.

Article 15 **Saving Clause**

1. The exchange of information under this Agreement does not cover mutual legal assistance in criminal matters. Consequently, nothing in this agreement shall prejudice or otherwise affect or impact upon the provisions of any Mutual Legal Assistance Treaty, working law enforcement relationship, or any other agreement or arrangement for the exchange of information between Montenegro and any Member State of the European Union.
2. The provisions regarding the processing of information as mentioned in this Agreement, however, shall be respected by the Parties with regard to all information exchanged under this Agreement.

Article 16 **Amendments and Supplements**

1. This Agreement may be amended at any time by mutual consent between the Parties. All the amendments and supplements must be in writing. Europol may only give its consent to amendments after the approval of such amendments by the Council of the European Union.
2. The Table of Equivalence in Article 7(3) of Annex I and the Annexes 2 and 3 to this Agreement may be amended through an Exchange of Notes between the Parties.

3. The Parties shall enter into consultations with respect to the amendment of this Agreement or its Annexes at the request of either of them.

Article 17 **Entry into force**

This Agreement shall enter into force on the date on which Montenegro notifies Europol in writing through diplomatic channels that it has ratified this Agreement. Europol shall confirm the notification to Montenegro in writing.

Article 18 **Termination of the Agreement**

1. This Agreement may be terminated in writing by either of the Parties with three months' notice.
2. In case of termination, the Contracting Parties 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 Contracting Parties is entitled to require that the information which it has communicated be destroyed or returned to the transmitting Party.

Done at _____, this _____, in duplicate in the Montenegrin and English languages, each text being equally authentic.

For Montenegro:

For Europol:

ANNEX 1**TO THE AGREEMENT ON STRATEGIC CO-OPERATION BETWEEN
MONTENEGRO AND THE EUROPEAN POLICE OFFICE****Exchange of classified information****Article 1
Definitions**

For the purpose of this Annex:

- a) “information” means knowledge that may be communicated in any form and which can include personal and/or non-personal data;
- b) “classified information” means any information or material determined to require protection against unauthorised disclosure, which has been so designated by a classification marking;
- c) “confidentiality” means the level of protection attached to information by security measures;
- d) “classification level” means a security marking assigned to a document indicating the security measures that need to be applied to the information;
- e) “security package” means a specified combination of security measures to be applied to information subject to a security level;
- f) “need to know principle” means that information may only be distributed or made accessible to persons who need to be acquainted with such documents in the course of their duties;
- g) “secure communication links” means communication links for which special measures are implemented to protect the confidentiality, integrity and availability of the transmission in order to prevent detection and interception of information and data (e.g. via cryptographic methods);
- h) “Europol Restricted” means the classification level applicable to information and material the unauthorised disclosure of which could be disadvantageous to the interests of Europol or of one or more Member States;
- i) “Europol Confidential” means the classification level applicable to information and material the unauthorised disclosure of which could harm the essential interests of Europol or of one or more Member States;
- j) “Europol Secret” means the classification level applicable to information and material the unauthorised disclosure of which could seriously harm the essential interests of Europol or of one or more Member States;
- k) “Europol Top Secret” means the classification level applicable to information and material the unauthorised disclosure of which could cause exceptionally grave prejudice to the essential interests of Europol or of one or more Member States.

Article 2

Purpose

Each Contracting Party shall:

- 1) protect and safeguard classified information subject to this Agreement;
- 2) ensure that classified information subject to this Agreement keeps the security classification given to it by the originating Party. The receiving Party shall protect and safeguard the classified information according to the provisions set out in the security packages for the respective classification levels as agreed between the Contracting Parties;
- 3) not use or permit the use of such information subject to this Agreement except for the purposes and within any limitations stated by or on behalf of the originator, without the written consent of the originator;
- 4) not disclose or permit the disclosure of such information subject to this Agreement to third parties, without the written consent of the originator.

Article 3

Protective measures

Each of the Contracting Parties shall have a security organisation and security programmes, based upon such basic principles and minimum standards of security which shall be implemented in the security systems of the Contracting Parties, to ensure that at least an equivalent level of protection is applied to classified information subject to this Agreement. The basic principles and minimum standards of security are set out in Articles 4 to 15 of this Annex.

Article 4

Need to know principle

Access to and possession of information shall be restricted within the Europol organisation and within the competent authorities of Montenegro to those persons who by reason of their duties or obligations, need to be acquainted with such information or need to handle it.

Article 5

Security clearance and authorisation for access

1. In addition to the need to know principle, the Contracting Parties shall ensure that all persons who, in the conduct of their official duties require access, or whose duties or functions may afford access, to classified information subject to this Agreement are appropriately security cleared and authorised before they are granted access to such information.
2. The security clearance procedures shall be designed to determine whether an individual can, taking into account his or her loyalty, trustworthiness and reliability, have access to classified information.
3. Before being given access to classified information, all individuals who require access to classified information must be briefed on the security procedures specific for the handling of classified information. Those individuals accessing classified information must be made aware that any breach of the security regulations will result in disciplinary action and/or possible further legal action in accordance with their respective security regulations or provisions.
4. Montenegro shall ensure that access authorisations to and protection of classified information will be complied with by all competent authorities to whom information may be transmitted in accordance with this Agreement.
5. The granting of a personnel security clearance should not be considered as the final step in the personnel security process: an individual's continuing eligibility for access to classified information must also be ensured.

Article 6

Choice of classification level

1. Each Contracting Party shall be responsible for the choice of the appropriate classification level for information supplied to the other Contracting Party taking into account the need for flexibility and the requirement that classification of law enforcement information should be the exception and that, if such information has to be classified, the lowest possible level should be assigned.
2. Each Contracting Party shall mark the information with its own classification level and the corresponding equivalent as mentioned in the table of equivalence.
3. If either Contracting Party – on the basis of information already in its possession – concludes that the choice of classification level needs amendment, it shall inform the other Contracting Party and attempt to agree on an appropriate classification level. Neither Contracting Party shall specify or change a classification level of information supplied by the other Contracting Party without the written consent of that Contracting Party.

4. Each Contracting Party may at any time request an amendment of the classification level related to the information it has supplied, including a possible removal of such a level. The other Contracting Party shall amend the classification level in accordance with such requests. Each Contracting Party shall, as soon as circumstances allow, request that the classification level be downgraded or removed altogether.
5. Each Contracting Party may specify the time period for which the choice of classification level shall apply, and any possible amendments to the classification level after such period.
6. Where information of which the classification level is amended in accordance with this Article has already been supplied to one or more of the Member States of the European Union or third parties, all recipients shall be informed of the change of classification level.
7. The translation of protectively marked documents shall be subject to the same protection as the originals.

Article 7

Table of equivalence

1. The classification levels of the Contracting Parties and their designations are specified in the table of equivalence below.
2. The classification levels relate to specific security packages as outlined in Articles 9 to 16, which offer different levels of protection in addition to the obligation of discretion and confidentiality, limiting access to information to authorised personnel, protection of personal data and general technical and procedural measures to safeguard the security of the information. The levels of protection depend on the content of the information and take account of the detrimental effect non-authorised access, dissemination or use of the information might have on the interests of the Contracting Parties.
3. The Contracting Parties determine that the following classification levels under the national legislation of Montenegro and classification levels used within Europol are equivalent and will provide equivalent protection to the information marked with such a classification level:

For Montenegro	For Europol
"Interno" ("Europol Restricted")	"Europol Restricted"

Article 8 Registration

1. In both Contracting Parties a registry shall record information classified Europol Confidential and above in a special register with columns for the date received, particulars of the document (date, reference and copy number), its classification, title, the recipient's name, the date of return of the receipt and the date the document is returned to the originator or is destroyed.
2. These documents shall bear a file number. In the case of documents classified Europol Secret and Top Secret or their equivalents in Montenegro, a copy number will be added.

Article 9 Marking

1. Classified documents shall be marked at the centre top and centre bottom of each page and each page shall be numbered.
2. Information which is subject to the Europol Restricted level or its equivalent in Montenegro shall be marked as "Europol Restricted" or its equivalent in Montenegro by mechanical or electronic means.
3. Information which is subject to the Europol Confidential, Secret or Top Secret level or its equivalent in Montenegro shall be marked as "Europol Confidential", "Europol Secret" or "Europol Top Secret" or its equivalent in Montenegro by mechanical means or by printing on pre-stamped paper.

Article 10 Storage

1. Documents containing information classified Europol Restricted or Europol Confidential or their equivalents in Montenegro can be drafted on a workstation connected to the organisation's network.
2. Documents containing information classified Europol Secret or Europol Top Secret or their equivalents in Montenegro cannot be drafted on a workstation connected to the organisation's network. This type of information should be drafted on a workstation in a secured area connected to a special separate network.
3. Europol classified information or its equivalent in Montenegro whether on paper or on any portable storage medium, may only be stored in authorised security zones.

4. Information classified Europol Restricted or its equivalent in Montenegro whether on paper or on any portable storage medium must at least be stored in locked office furniture.
5. Information classified Europol Confidential and above or its equivalent in Montenegro whether on paper or on any portable storage medium, may only be stored in secured cabinets.

Article 11 Reproduction

1. The number of copies of classified documents shall be limited to what is strictly necessary to meet essential requirements. The security measures applicable to the original document shall also be applicable to reproductions thereof.
2. "Europol Restricted" documents or their equivalents in Montenegro may be copied or printed on a copying machine or printer connected to the organisation's network, whereas documents classified as Europol Confidential and above or their equivalents in Montenegro may only be copied or printed on a copying machine or printer which does not allow retrieval of information from its memory.
3. Reproductions in whole or in part of documents classified Europol Top Secret or its equivalent in Montenegro may only be made after authorisation of the originator, who will specify the number of copies authorised.
4. The copying or printing of documents containing information classified Europol Confidential and above or their equivalents in Montenegro can only be carried out by the registry.

Article 12 Transmission

1. Documents classified Europol Restricted or their equivalents in Montenegro shall be dispatched within the organisation by internal mail, in a single sealed envelope and outside the organisation by normal mail, in double sealed envelopes, in which case only the inner envelope shall be marked with the appropriate classification level.
2. The registry shall dispatch documents classified Europol Confidential and above and their equivalents in Montenegro within the organisation in double sealed envelopes. Only the inner envelope shall be marked with the appropriate classification level. The dispatch shall be recorded in the register kept for that purpose.

3. The registry shall dispatch documents classified Europol Confidential and above and their equivalents in Montenegro outside the organisation by diplomatic bag, or by a messenger authorised by the competent Security Authority, in double sealed envelopes. Only the inner envelope shall be marked with the appropriate classification level. The outer envelope shall bear a package number for receipting purposes. The dispatch shall be recorded in the register kept for that purpose.
4. Receipt of classified information, whether dispatched internally or externally, shall be confirmed.
5. All internal and external communication links (such as fax, e-mail, telephone, data, and video) used to process Europol classified information must be approved by the competent Security Authority.
6. Notwithstanding the need to know principle and the need for an appropriate security clearance, information classified Europol Restricted or its equivalent can be sent electronically via the internal electronic mail system if approved by the relevant Security Authority.
7. Information classified Europol Confidential or its equivalent cannot be sent independently via the internal electronic mail system from the user's workstation. The transmission of information classified Europol Confidential shall be carried out by the registry.
8. Europol Secret and Europol Top Secret cannot be transmitted electronically.
9. Europol Restricted and Europol Confidential or its equivalent can only be transmitted externally using secured communication links.
10. The external electronic transmission of information classified Europol Confidential or its equivalent shall be carried out by the registry.

Article 13

Destruction

1. Classified documents no longer needed and surplus copies of classified information shall be destroyed after authorisation from the relevant Security Authority in a manner sufficient to preclude recognition or reconstruction of the classified information.
2. Classified waste resulting from the preparation of classified information such as spoiled copies, working drafts, typed notes and carbon paper, shall be destroyed by burning, pulping, shredding or otherwise reducing into an unrecognisable and non-reconstitutable form.
3. For classified information Europol Confidential and above and its equivalent in Montenegro, the destruction shall be recorded in the register. For documents containing classified information Europol Secret and Top Secret or the equivalent in Montenegro, a destruction certificate shall be issued and signed by two persons witnessing their destruction. The certificate shall be recorded in the destruction inventory.

Article 14 Assessments

Each Contracting Party shall allow the other Contracting Party to visit its territory or premises upon written permit in order to assess, its procedures and facilities for the protection of classified information received from the other Contracting Party . The arrangements for such a visit will be agreed bilaterally. Each Contracting Party shall assist the other Contracting Party in ascertaining whether such classified information which has been made available by the other Contracting Party is adequately protected.

Article 15 Compromise of classified information

1. Compromise of information occurs when it has wholly or in part fallen into the hands of unauthorised persons.
2. Violations of provisions governing the protection of classified information shall be investigated, and pertinent legal action shall be taken, by the competent authorities and courts of the Contracting Party having jurisdiction, according to that Contracting Party's law and/or regulations.
3. Each Contracting Party shall notify immediately the other Contracting Party of any unauthorized disclosure of classified information and of the result of actions referred to in paragraph 2. When an unauthorized disclosure has occurred, both Contracting Parties shall cooperate duly in the investigation.

ANNEX 2

DEFINITION OF THE FORMS OF CRIME MENTIONED IN ARTICLE 3 OF THE AGREEMENT ON STRATEGIC CO-OPERATION BETWEEN MONTENEGRO AND THE EUROPEAN POLICE OFFICE

Forms of crime

With regard to the forms of crime referred to in Article 3 (1) of the present Agreement, 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 Montenegro, 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 3

TO THE AGREEMENT ON STRATEGIC CO-OPERATION BETWEEN MONTENEGRO AND THE EUROPEAN POLICE OFFICE

Competent authorities

The competent authorities in Montenegro responsible under national law for preventing and combating the criminal offences referred to in Article 3 (1) of the present Agreement are:

- Police Directorate of Montenegro – Criminal Police Department
 - Customs Administration – Department for Customs Security
 - Directorate for preventing Money Laundering and Financing Terrorism (FIU)
– Analytical Department
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