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ANNEX

ANNEX

to the

Proposal for a Council Decision

on the conclusion of the Cooperation Agreement between the European Union and the International Criminal Police Organisation (INTERPOL) with regard to border security, as part of border management

ANNEX

COOPERATION AGREEMENT BETWEEN THE EUROPEAN UNION AND THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION – INTERPOL

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Preamble

The European Union,

and

The International Criminal Police Organization – INTERPOL (INTERPOL),

AWARE of transnational and cross-border crime's ever-increasing nature and the need to enhance law enforcement cooperation at the regional and global levels;

RECALLING that the European Union has the objective of maintaining and developing an area of freedom, security and justice, in which a high level of internal security within the Union is ensured through measures to prevent and combat crime, and through coordination and cooperation between law enforcement and judicial authorities;

RECOGNIZING that INTERPOL is a global inter-governmental criminal police organization that plays a critical role in facilitating cooperation among law enforcement and judicial authorities around the world in accordance with the safeguards of its Constitution and legal framework;

CONSIDERING the importance of close cooperation between the European Union, and INTERPOL for purposes of prevention, detection, investigation and prosecution of criminal offenses and execution of criminal penalties, and border security, as part of border management and border control activities;

CONSIDERING the role of the European Union Agency for Law Enforcement Cooperation (Europol), the European Union Agency for Criminal Justice Cooperation (Eurojust), the European Public Prosecutor's Office (the EPPO) and the European Border and Coast Guard Agency (the EBCGA) in those areas of cooperation;

BEARING IN MIND the values shared by the European Union and INTERPOL reflected in the United Nations Universal Declaration on Human Rights;

RECALLING that the European Union is founded on the principles of respect for human rights and fundamental freedoms, including the prohibition of death penalty and any form of inhuman treatment or punishment, as reflected in the Charter of Fundamental Rights of the European Union. These principles also apply to the European Union's cooperation with INTERPOL;

DESIRING to establish a lasting legal framework through which to enhance or establish cooperation between the European Union and INTERPOL;

REAFFIRMING that the European Union and INTERPOL consider one another as partners that will cooperate based on the principle of reciprocity.

Have agreed as follows:

Part ONE: COMMON PROVISIONS

Part One, Section 1: Initial provisions

Article 1
Purpose and implementation

(1) The purpose of this Agreement is to further cooperation between the European Union and INTERPOL in the areas of:

(a) law enforcement and judicial cooperation in criminal matters, in order to prevent, detect, investigate and prosecute criminal offenses and execute criminal penalties including cooperation on asset recovery within the framework of proceedings in criminal matters; and

(b) border security, meaning, for the purpose of this Agreement, identification of security risks, prevention and detection of cross-border crime, as part of border management and border control activities.

(2) The terms of this Agreement regulate strategic, technical and operational cooperation; they also set out safeguards concerning the exchange of information.

(3) The European Union and INTERPOL shall implement the obligations of this Agreement in their respective legal frameworks.

(4) This Agreement is without prejudice to cooperation not regulated by this Agreement between INTERPOL and the EU Member States and other member countries of INTERPOL.

(5) This Agreement is also without prejudice to cooperation between the European Union and INTERPOL that is not regulated by this Agreement.

Article 2
Definitions

For the purpose of this Agreement:

(a) "INTERPOL Information System" means all the structured material resources and software used by INTERPOL – databases, communications infrastructure, advanced sensor technology and other services – to process data through its channels in the context of international police cooperation.

(b) "Information" means personal and non-personal data.

(c) "Indirect access" means:

(i) for INTERPOL, the provision of information to, or the receipt of information from, the information system(s) of a European Union body

or agency covered by the Agreement, with the assistance of that European Union body or agency, and

(ii) for a European Union body or agency, the provision of information to, or the receipt of information from, the INTERPOL Information System with the assistance of the INTERPOL General Secretariat.

(d) "Direct access" means:

(i) for INTERPOL, the provision of information to, or the receipt of information from, information system(s) of a European Union body or agency covered by this Agreement by expressly authorized persons without the assistance of that European Union body or agency, and

(ii) for a European Union body or agency, the provision of information to, or the receipt of information from, the INTERPOL Information System by expressly authorized persons without the assistance of the INTERPOL General Secretariat.

(e) "Personal data" means any information relating to an identified or identifiable natural person.

(f) "Biometric data" means personal data relating to physical, biological, behavioural or physiological characteristics, such as fingerprints, facial images, or DNA profiles that have been subject to specific technical processing to enable or confirm the identification of an individual.

Article 3
Safeguards to protect human rights

(1) The European Union and INTERPOL shall, in their respective legal frameworks, maintain safeguards to protect human rights and liberties in the spirit of the Universal Declaration of Human Rights, with respect to information received pursuant to this Agreement.

(2) The European Union and INTERPOL shall each have in place measures to provide for the effective implementation of the safeguards described in paragraph 1.

Article 4
Neutrality

Nothing in this Agreement shall be interpreted as providing a basis for any intervention or activities of a political, military, religious or racial character.

Article 5
Access restrictions and use conditions

(1) (a) With regard to information provided under this agreement, Europol, Eurojust, the EPPO, the EBCGA and the INTERPOL General Secretariat may specify:

(i) access restrictions, by indicating which countries, international entities as designated under INTERPOL's rules or other European Union bodies and agencies shall be able to obtain the information;

(ii) use conditions, including conditions on the use of the information as evidence in criminal proceedings.

(b) The recipient of the information may seek consultations regarding an access restriction or use condition, including, in particular, to clarify its scope.

(c) The European Union and INTERPOL shall each have in place effective measures to provide for compliance with access restrictions and use conditions.

(2) Access restrictions and use conditions under paragraph 1 may be general or apply only to the provision of information in individual cases. Access restrictions and use conditions may be changed at any time.

(3) For purposes of paragraph 1:

(a) INTERPOL shall specify the access restrictions placed by the source National Central Bureau or international entity as designated under INTERPOL's rules, and use conditions placed by the source National Central Bureau, national or international entity as designated under INTERPOL's rules.

(b) In addition to the access restrictions and use conditions placed by the source country or international organization, Europol, Eurojust, the EPPO and the EBCGA may specify additional access restrictions and use conditions. This Agreement creates no additional basis to impose further access restrictions and use conditions beyond those required by applicable EU law.

Part One, Section 2: Protection of information

Article 6
Appropriate safeguards for information processed under this Agreement

(1) The processing of information received under this Agreement shall be carried out in accordance with the terms of this Agreement.

(2) This Agreement sets out safeguards that shall provide an appropriate level of protection for information accessed or exchanged under this Agreement.

(3) Nothing in this Agreement shall prevent the recipient of information under this Agreement from applying stronger safeguards when processing such information.

(4) Transfer of personal data may be suspended, through the access restriction mechanism, when the provider of personal data has evidence of systematic or material breach of the terms of this Agreement, or that material breach is imminent,

by the recipient of the personal data. This shall not negate any applicable requirement to notify or verify the accuracy and relevance of data as to information that has been checked.

Article 7
Purposes of processing

(1) Processing of information received under this Agreement shall only be for purposes of:

(a) law enforcement and judicial cooperation in criminal matters, in order to prevent, detect, investigate and prosecute criminal offenses and execute criminal penalties including cooperation on asset recovery within the framework of proceedings in criminal matters; and

(b) border security, meaning, for the purpose of this Agreement, identification of security risks, prevention and detection of cross-border crime, as part of border management and border control activities.

(2) In particular, processing shall be for the purpose(s) specified, as applicable:

(a) for direct or indirect access to or exchange of information, or for the spontaneous transmission of information, in accordance with Article 26(1)(a)(i);

(b) in accordance with the procedures set out in Article 34.

Article 8
General processing principles

(1) The European Union and INTERPOL shall provide, in their respective legal frameworks, that the information shall be:

(a) processed in a lawful and transparent manner;

(b) relevant and not excessive in relation to the purposes of such processing;

(c) accurate and, where necessary, up-to-date;

(d) kept for no longer than as provided in Article 15; and

(e) processed in a manner that ensures appropriate security of the information as provided in Article 17.

(2) Safeguards pursuant to this Section shall apply irrespective of the nationality of the person whose information is concerned.

Article 9
Special categories

(1) The processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, biometric data and data concerning health or sexuality, shall be permitted only where particularly important and relevant to achieve the purpose(s) for which it is processed, and under additional safeguards in particular to guard against discrimination.

(2) With respect to information about victims, witnesses, minors and deceased persons, the following shall apply:

(a) their status as victim, witness, minor or deceased person shall be specified;

(b) regarding information concerning victims or witnesses, the information may be processed only in the context of the events or acts in which they are victims or witnesses, and no restrictive measures are to be taken against them;

(c) regarding information concerning minors, any particular conditions applicable under national law shall be specified;

(d) regarding information concerning deceased persons, the information shall be processed for identification or crime analysis purposes, or in the context of a criminal case.

Article 10
Decisions based on automated processing

Decisions that produce a significant adverse effect on an individual shall not be based solely on the automated processing of the personal data received under this Agreement, unless authorised under law and subject to the availability of appropriate safeguards, including human intervention.

Article 11
Availability and processing of information

(1) Information received pursuant to Part Two shall be available for processing by the authorised staff of the INTERPOL General Secretariat and of Europol, Eurojust, the EPPO or the EBCGA, as applicable;

(2) In the case of indirect access and exchange of information, subject to the provider of the information having given prior explicit authorisation through the access restrictions mechanism specifying the recipient country(ies) and/or international entity(ies) as designated under INTERPOL's rules, with which the information can be shared, the information received shall be available for processing by the INTERPOL National Central Bureaus, national and international entities as designated under INTERPOL rules, within the INTERPOL Information System, and by the competent authorities of the Member States of the European Union, which shall comply with the following conditions:

(a) the information is processed for the same purpose(s) indicated in initially providing it; and

(b) the information is subject to the safeguards and conditions applying to the initial transfer, in particular those stemming from Section 2 of Part One and Articles 3, 4, 5 and 26 of this Agreement, including any use conditions specified under Article 5.

(3) By way of derogation from the conditions set out in paragraph (2), in the case of direct access to the INTERPOL databases listed in Article 25 of this Agreement:

(a) information recorded by Europol, Eurojust, the EPPO and the EBCGA, as applicable, shall be available to the INTERPOL National Central Bureaus and national entities – including those of Member States of the European Union –, as well as international entities – including European Union bodies and agencies –, which have access rights to the specific database, in compliance with the INTERPOL rules applicable to information recorded in INTERPOL databases.

(b) information limited to what is necessary to comply with the INTERPOL rules applicable to verifying the accuracy, relevance and use of data, and notification of positive query results, shall be available to the INTERPOL National Central Bureaus and national entities – including those of Member States of the European Union –, as well as to Europol, Eurojust, the EPPO and the EBCGA, as applicable, and to other international entities, which have recorded such data in the specific database;

The purpose(s) for which the information may be used shall be limited to those authorized under the rules applicable to the database concerned.

(4) Any further sharing of information transferred under this Agreement shall be permitted only with the prior explicit authorisation of the provider of the information, which may only be granted in accordance with the rules on the transfer of information applicable to the provider of the information under its legal framework.

The provider of the information shall record in the INTERPOL Information System the requirement for such prior explicit authorization when initially providing the

information. The provider of the information may at any moment modify its decision or introduce specific conditions.

(5) Without prejudice to the processing of non-personal data:

(a) personal data received pursuant to Part Two shall be available for processing, only for the performance of their oversight tasks, to the members of the Commission for the Control of INTERPOL's Files and to the European Data Protection Supervisor,

(b) personal data received pursuant to Part Two shall be available for processing, only for the purpose of exercising their functions of supervising data processing within the INTERPOL Information System in specific cases and provided that such data is exclusively disclosed to the extent necessary, to INTERPOL Executive Committee members.

(6) Information received pursuant to Part Three shall, in addition to the processing expressly provided for therein, be available for processing:

(a) by the authorized staff of the INTERPOL General Secretariat, only for the purpose of ensuring proper implementation of Part Three;

(b) for the performance of their oversight tasks, by the members of the Commission for the Control of INTERPOL's Files and by the European Data Protection Supervisor; and

(c) by INTERPOL Executive Committee members, only for the purpose of exercising their functions of supervising data processing within the INTERPOL Information System in specific cases, and provided that such data is exclusively disclosed to the extent necessary.

Article 12
Right to access to information

(1) Any natural person whose information has been received under this Agreement shall be entitled to seek and obtain from the recipient, in accordance with processes established in the respective legal frameworks of the European Union and INTERPOL, and without undue delay, the information sought concerning that natural person and the legal basis for and purpose(s) of use of such information.

(2) Such access to information in response to any request may only be delayed or restricted if the provider of the information, in accordance with its legal framework, including applicable necessity and proportionality standards, and paragraph 3, requests that information be kept confidential to:

(a) protect public or national security;

(b) prevent crime;

(c) protect the confidentiality of an investigation or prosecution;

(d) protect the rights and freedoms of the natural person or others;

(e) avoid obstructing official or legal inquiries, investigations, or procedures.

(3) The authority from which access is sought shall, in accordance with processes established in the respective legal frameworks of the European Union and INTERPOL, communicate with the provider of the information to ascertain the applicability of grounds for restrictions or delay. The provider of the information shall indicate whether and how to apply a restriction. The authority from which access is sought shall make efforts to avoid compromising the confidentiality of a case.

(4) Where access is delayed or restricted, the natural person concerned shall be provided, in writing, with a response informing that natural person of the delay or restriction and of the basis therefor, to the extent provided under the respective legal frameworks of the European Union and INTERPOL.

Article 13
Right to rectification and deletion

(1) Any natural person whose information has been received under this Agreement shall be entitled to seek and obtain from INTERPOL or the European Union body or agency concerned, as applicable, in accordance with processes established under the respective legal frameworks and without undue delay, the rectification or deletion thereof, as appropriate, where such information is inaccurate or has been processed in violation of this Section. Information retained in violation of Article 15 shall be deleted.

(2) Where rectification or deletion is delayed or denied, the natural person concerned shall be provided, in writing, with a response informing that natural person of the delay or denial and of the basis therefor. The information provided in the response may be restricted on the same conditions as those provided for in Article 12(2).

Article 14
Information regarding access, rectification, deletion and redress

Information regarding available access, rectification, deletion and remedies shall be provided either through the publication of a general notice(s) or through personal notice.

Article 15
Retention and maintaining the accuracy of information

(1) Information shall be retained only for as long as necessary to achieve the purpose(s) for which the data has been provided. In order to meet this obligation:

(a) time limits shall be established for the storage of information; or

(b) periodic review of the need to retain the information shall take place.

(2) Where the provider of the information has reasons for considering that the information is incorrect, it shall inform the recipient for purposes of promptly examining and, if necessary, correcting or deleting the information.

(3) The European Union and INTERPOL shall each have in place effective measures providing for inaccurate information to be erased or rectified.

Article 16
Maintaining records

(1) Logs shall be maintained, or the processing of information shall be documented or there shall be other appropriate means to demonstrate how information has been processed in a specific case.

(2) The records shall be available for purposes of compliance control under the respective applicable legal frameworks and shall be stored in accordance with the requirements of Article 17.

Article 17
Data security, integrity and confidentiality

(1) Technical and organizational measures shall be put in place for protecting the security, integrity and confidentiality of information accessed or exchanged under this Agreement, including for protecting against loss, unauthorised processing, destruction and damage.

(2) The measures described in paragraph 1 shall include the appointment of one or more staff members responsible for security.

(3) In the event of an intrusion or a serious attempted intrusion, or any other violation or attempted violation of the integrity or confidentiality of information accessed or exchanged under this Agreement, INTERPOL or the European Union body or agency concerned that provided the information, as applicable, and their respective oversight authority, shall be informed for the purpose of facilitating appropriate measures. Such measures may include additional notification as provided for under

the respective legal frameworks, including, unless one or more limitations of Article 12(2) apply, notification to the natural person concerned.

Article 18
Data protection officers

Data protection officers shall be designated to monitor compliance of the processing of information under this Agreement. The data protection officers shall, in particular, establish and update compliance procedures, train staff, carry out compliance checks and review security incidents. Where necessary, the data protection officers concerned shall cooperate with each other.

Article 19
Oversight

(1) Compliance with the personal data protection safeguards set out in this Section shall be overseen by an identified authority or authorities.

(2) The European Union and INTERPOL shall notify each other of the oversight authority or authorities that carry out the functions described in this Article.

(3) The oversight authority or authorities shall:

(a) be independent in the performance of its functions;

(b) remain free from external influence;

(c) not solicit or accept instructions;

(d) be appointed for a specified term and benefit from safeguards against arbitrary removal;

(e) have resources appropriate to the carrying out of its functions;

(f) have powers of investigation;

(g) have the power to act upon requests or complaints;

(h) have the power to impose appropriate corrective action.

(4) The competent oversight authorities of the European Union and of INTERPOL may consult one another, as appropriate.

Article 20
Right to redress

The European Union and INTERPOL shall each have in place an independent, impartial and effective redress mechanism(s) to provide natural persons with remedies for violations of this Section.

Article 21
Access, rectification, deletion, and redress for entities

The European Union and INTERPOL may provide in their respective legal frameworks that entities other than natural persons may request to obtain access, rectification, deletion, and redress with respect to information received under this Agreement.

Article 22
Notification of implementation

The European Union and INTERPOL shall each make publicly available the provisions of its legal framework implementing this Agreement with respect to the processing of personal data obtained under this Agreement. This shall include a document or online resource explaining the functioning of those provisions, including the means available for the exercise of the rights of data subjects. The European Union and INTERPOL shall also notify each other thereof.

PART TWO: COOPERATION BETWEEN INTERPOL AND EUROPOL, EUROJUST, THE EPPO AND THE EBCGA

Part Two, Section 1: General provisions

Article 23
Object and scope of cooperation between INTERPOL and Europol, Eurojust, the EPPO and the EBCGA

(1) INTERPOL, on the one hand, and Europol, Eurojust, the EPPO and the EBCGA, on the other, shall cooperate, within the scope of their respective mandates, to assist law enforcement and judicial authorities in accordance with the applicable provisions of this Agreement.

(2) Cooperation shall include:

(a) access to and exchange of operational, analytical, strategic, and technical information, including, inter alia, operational and analytical datasets to identify information gaps and joint operational opportunities;

(b) coordination and consultation on strategic, operational, and technical matters, including, inter alia, on:

(i) joint operational and strategic analysis;

(ii) the preparation of strategic analyses and threat assessments to assist in laying down strategic and operational priorities for fighting crime, in particular, in the context of the European Multidisciplinary Platform Against Criminal Threats (EMPACT), and of countering terrorism;

(iii) the operational planning and implementation of the priorities described in subparagraph ii;

(c) participation in and organization of operational and action task forces and joint investigation teams, where authorized by participating countries;

(d) assistance in the identification of individuals and groups whose activities give rise to a high risk of criminal offences being committed, such as high-risk criminal networks and high value targets, and joint coordinated and prioritized investigations regarding these individuals and groups;

(e) support for investigations of wanted individuals, including by seeking assistance from the public;

(f) support for illicit assets tracing and recovery;

(g) sharing of expertise and specialized training opportunities;

(h) participation in and organization of bilateral meetings, conferences and public awareness campaigns;

(i) cooperation and coordination in research and innovation activities;

(j) cooperation and coordination in the development and use of operational products or technical solutions, including common guidelines and best practices;

(k) exploration of synergies in cooperation with the private sector, civil society, and individuals, including with respect to threat-related information;

(l) assignment of liaison staff and exchange of personnel;

(m) any other mutually authorized activity consistent with their respective legal frameworks.

(3) For the purposes of processing information in the INTERPOL Information System under this Agreement, INTERPOL shall apply to Europol, Eurojust, the EPPO and the EBCGA, the rules and procedures applicable to international entities, provided for under the INTERPOL Rules on the Processing of Data (INTERPOL RPD) and under the Statute of the Commission for the Control of INTERPOL's Files, as in force on the date of the signing of this Agreement. Europol, Eurojust, the EPPO and the EBCGA shall comply with the rules and procedures applicable to international entities, provided for under the INTERPOL RPD and under the Statute of the Commission for the Control of INTERPOL's Files, as in force on the date of the signing of this Agreement.

(4) INTERPOL, on the one hand, and Europol, Eurojust, the EPPO and the EBCGA, on the other, shall arrange periodic meetings, and where appropriate, ad hoc meetings, at the appropriate level, between representatives responsible for the areas of cooperation set out in this Part, to assess the cooperation between them.

Article 24
Indirect access

(1) Indirect access shall be provided as follows:

(a) INTERPOL, Europol, Eurojust, the EPPO and the EBCGA shall each designate and authorize:

(i) a limited number of their staff for whose tasks it is necessary to obtain indirect access; and

(ii) the staff responsible for providing such access.

(b) INTERPOL, on the one hand, and Europol, Eurojust, the EPPO and the EBCGA, on the other, shall notify each other of the list of authorized staff described in paragraph (1)(a) and any change(s) thereto.

(c) A request shall be sent by the staff of the requestor, authorised pursuant to paragraph (1)(a)(i) to the staff of the recipient of the request, authorised pursuant to paragraph (1)(a)(ii).

(i) Indirect access to, or exchange of, information shall be sought by means of a clear and reasoned request.

(ii) The request shall set out:

– background information regarding its purpose(s);

– where applicable, whether the requestor intends to record in its databases any information provided in the response, to whom it may disclose such information, and any other intended processing; and

– any access restrictions or use conditions on the information.

(iii) Where the request is granted, the response shall set out whether the information may be recorded in the requestor's databases, and any other access restrictions or use conditions on the information.

(d) In addition to other indirect access, access to analytical products shall be provided under the following conditions:

(i) The INTERPOL General Secretariat shall make available to Europol, Eurojust, the EPPO and the EBCGA the products of its Criminal Analysis Files when they are participating in the project or involved in the crime analysis;

(ii) Europol, Eurojust, the EPPO and the EBCGA shall make available relevant information processed by them to the INTERPOL General Secretariat for the purpose of operational analyses, when INTERPOL is participating in the project or involved in the crime analysis.

(e) Where a request cannot be fulfilled or is refused, including as a result of access restrictions, the recipient of the request shall notify the requestor.

(2) In principle, indirect access shall be available when information sought cannot be obtained by means of direct access.

(3) Further modalities for indirect access may be specified in an arrangement(s).

Article 25
Direct Access

(1) Subject to Articles 37 and 44, direct access shall be provided by INTERPOL:

(a) to Europol –

(i) to the International Child Sexual Exploitation (ICSE) database in accordance with the terms of the Bilateral Agreement for the Interconnection of Computer Systems of 26 September 2014;

(ii) to the INTERPOL Illicit Arms Records and Tracing Management System (iARMS) and the INTERPOL Firearms Reference Table (IFRT) in accordance with the terms of the Bilateral Agreement between the International Criminal Police Organization – INTERPOL and the European Union Agency for Law Enforcement Cooperation (Europol) on Granting Direct Access to INTERPOL's Illicit Arms Records and Tracing Management System (iARMS) of 12 April 2023;

(b) to the EBCGA – to the Frontex INTERPOL Electronic Library Document System (FIELDS) in accordance with the terms of the Implementing Arrangement on direct access and use of INTERPOL Information System between the International Criminal Police Organisation (ICPO – INTERPOL) and the European Border and Coast Guard Agency (Frontex) of 20 December

2016 and with the terms of the Frontex – INTERPOL Electronic Library Document System ("FIELDS") Technical Agreement of 18 November 2024;

until the relevant agreement or arrangement referred to in points (a) and (b) are terminated or replaced.

(2) Direct access to INTERPOL's:

(a) Electronic Documentation and Information System on Investigation Networks with Information on Travel Documents (EDISON) shall be granted to Europol, Eurojust, the EPPO and the EBCGA;

(b) Frontex INTERPOL Electronic Library Document System (FIELDS) shall be granted to Europol, Eurojust and the EPPO;

(c) INTERPOL Illicit Arms Records and tracing Management System (iARMS) shall be granted to Eurojust;

(d) INTERPOL Firearms Reference Table (IFRT) shall be granted to Eurojust, the EPPO and the EBCGA;

(e) Stolen Vessels Database (SVD) shall be granted to the EPPO and the EBCGA;

in accordance with the modalities and conditions to be set out in arrangements to be concluded between Europol, Eurojust, the EPPO, the EBCGA and INTERPOL, as soon as possible after the entry into force of this Agreement.

(3) Where the characteristics of the database provide for the recording of data, Europol, Eurojust, the EPPO and the EBCGA shall record pertinent data in the database beyond data available from Member State(s) of the European Union.

(4) The European Union and INTERPOL shall meet annually in the context of the Joint European Union – INTERPOL Committee established under Article 41 to examine how indirect and direct access are functioning and how they can be further enhanced. On the basis of such examination, they may decide to take measures to further improve cooperation, in accordance with their respective legal frameworks. Examination of direct access by the EPPO to the Stolen Motor Vehicles database shall be prioritised.

Article 26
General principles governing access to and exchange of information

(1) For the purposes of this Part, except as otherwise provided pursuant to Article 25

(a) access to and exchange of information, shall be:

(i) used only for the purpose(s) specified in the relevant agreements and arrangements on direct access referred to in Article 25, or, in the case of indirect access to or exchange of information, or spontaneous transmission of information, as specified at the time the information is provided. Authorization shall be sought and obtained prior to use for any additional purpose;

(ii) subject to any applicable access restrictions or use conditions.

(b) the information obtained shall be shared internally within INTERPOL, Europol, Eurojust, the EPPO and the EBCGA, respectively, on a strictly need-to-know basis.

(c) with respect to indirect access to and exchange of information, prior to that information being provided, the provider of the information shall assess whether providing such information is compliant with the terms of this Agreement and, as applicable, with its legal framework.

(d) authorisation shall be sought and obtained from the provider of the information in order to:

(i) insert information received via direct access into the recipient's databases in a manner permitting access by other than the recipient's authorized staff specified in the relevant agreement or arrangement on direct access described in Article 25;

(ii) insert information received via indirect access or information exchange into the recipient's databases.

(e) in order to facilitate notification of, and follow up with, the source of the information, and subject to subparagraph (f):

(i) when information from INTERPOL is checked against information held by Europol, Eurojust, the EPPO, or the EBCGA, resulting in a positive query result, Europol, Eurojust, the EPPO or the EBCGA, as applicable, shall inform the INTERPOL General Secretariat thereof;

(ii) when information from Europol, Eurojust, the EPPO, or the EBCGA, is checked against information held by INTERPOL, resulting in a positive query result, the INTERPOL General Secretariat shall inform Europol, Eurojust, the EPPO or the EBCGA, as applicable, thereof.

(f) prior to the making of a request or query, the applicable access restrictions shall be indicated. Access restrictions may be changed at any time; such change will be applied as of that moment.

(2) For the purposes of facilitating the exchange of information, INTERPOL may agree with Europol, Eurojust, the EPPO and/or the EBCGA on modalities to enhance access to, or exchange of, information, such as in relation to the potential compatibility of, or conversion of information between, their respective data models and information messaging systems.

(3) (a) With respect to access to, or receipt of information:

(i) by INTERPOL that is considered under European Union law to be sensitive non-classified information; and

(ii) by Europol, Eurojust, the EPPO and the EBCGA that is considered under INTERPOL's legal framework to be INTERPOL For Official Use Only,

INTERPOL, Europol, Eurojust, the EPPO and the EBCGA shall each have in place an organisational framework, policies and measures providing for:

– staff who access or receive information to comply with the requirements of Article 24(1)(a) and paragraph 1(b) of this Article;

– information received under this Part to be protected until destroyed, including protection of physical premises and information systems in accordance with the requirements of Article 17;

– staff who access or receive information to be subject to security screening in accordance with the respective legal frameworks and to be made aware, including through training, of the applicable requirements;

– information security risks to be assessed and managed on a regular basis.

(b) In view of the measures referred to in subparagraph (a), INTERPOL, Europol, Eurojust, the EPPO and the EBCGA shall be deemed to meet the respective requirements for access to or receipt of such information, whether received via a communications system, meeting or any other means, and no further security clearance shall be required.

(c) Access to and exchange of European Union classified information or INTERPOL information at a level higher than INTERPOL For Official Use Only shall be conditional upon the conclusion of a Security of Information Agreement (SIA) between the European Union and INTERPOL and shall be carried out pursuant to its terms.

(d) Notwithstanding subparagraph (c), until the SIA enters into force, classified information may be released in accordance with the respective legal frameworks of the European Union and INTERPOL.

(4) For purposes of facilitating secure communication:

(a) channels of communications between Europol and INTERPOL pursuant to the Memorandum of Understanding on the Establishment of a Secure Communication Line between the European Police Office, and the International Criminal Police Organisation – INTERPOL of 11 October 2011 and the Bilateral Agreement between Europol and INTERPOL for the Interconnection of Computer Networks Bilateral Agreement between Europol and INTERPOL for the Interconnection of Computer Networks of 26 September 2014, shall continue until terminated or replaced;

(b) Europol, Eurojust, the EPPO and the EBCGA may be granted access to INTERPOL's I 24/7 messaging system, via an arrangement(s) setting out the terms and conditions of such access;

(c) Europol, Eurojust, the EPPO and the EBCGA, on the one hand, and INTERPOL, on the other hand, may agree on additional measures to enhance communication between them; and

(d) if the communication systems of Europol, Eurojust, the EPPO or the EBCGA are to be used for operational communications between Member States of the European Union and INTERPOL member countries that are not Member States of the European Union, the European Union and INTERPOL shall consult with a view to eliminating, to the greatest extent possible, fragmentation and duplication of exchange of information.

(5) INTERPOL shall provide Europol, Eurojust, the EPPO and the EBCGA with access to the parts of the INTERPOL Information System needed to apply the requirements of this Agreement.

Article 27
Strategic, technical, and operational coordination and planning

(1) With respect to technical, operational and strategic coordination, INTERPOL, on the one hand, and Europol, Eurojust, the EPPO and the EBCGA, on the other hand, shall:

(a) regularly coordinate the planning and execution of operations to prevent, detect, investigate or prosecute criminal offenses;

(b) when using information obtained from a provider under this Part, the recipient shall consult with the provider, with a view to including the provider in the planning and execution of their respective operations. The notification of positive query results to the source(s) of the information shall not be sufficient to comply with the consultation procedure set out in this paragraph;

(c) consult and coordinate on their activities that also fall within the other's mandate and mission, as part of their mutual cooperation and for the purpose of enhancing existing systems and capabilities. This shall include:

(i) support for the development of strategies and operational action plans involving Member States of the European Union in common threat areas under their respective mandates;

(ii) operational activities and criminal analysis files by INTERPOL involving Member States of the European Union;

(iii) operational activities, analysis projects and cooperation initiatives by Europol, Eurojust, the EPPO and the EBCGA involving INTERPOL member countries that are not Member States of the European Union and/or international organizations;

(iv) field deployments in support of Member States of the European Union.

(2) For operations in which INTERPOL participates with Europol, Eurojust, the EPPO and/or the EBCGA, such consultation and coordination shall include coordination with respect to relevant activities, strategies, communications and final analytical products circulated to INTERPOL member countries, Member States of the European Union, and the public.

(3) INTERPOL National Central Bureaus, wherever possible, shall be involved for the purposes of communication and coordination of activities between INTERPOL and Europol, Eurojust, the EPPO and/or the EBCGA, as provided for in this Article.

(4) This Agreement shall be without prejudice to the ability of a representative of an INTERPOL member country deployed as a liaison officer to Europol, Eurojust, the EPPO and/or the EBCGA to directly communicate and exchange information with INTERPOL to the extent authorized by the INTERPOL member country concerned.

(5) Prior to strategic, operational, technical or coordination meetings between INTERPOL and Europol, Eurojust, the EPPO and/or the EBCGA, which may include participation of other persons, authorities or entities, any security clearance level required for the participants and for the reception of information at such meetings shall, as appropriate, be agreed in advance.

Article 28
Liaison Personnel

(1) INTERPOL, on the one hand, and Europol, Eurojust, the EPPO and the EBCGA, on the other, may agree to the assignment of liaison personnel.

(2) With respect to the assignment of liaison personnel between:

(a) INTERPOL, on the one hand, and Europol, Eurojust, the EPPO and/or the EBCGA, on the other hand, the provisions governing tasks, rights, obligations, privileges and immunities and terms of stationing of liaison personnel shall be the subject of arrangements governing such liaison relationships.

(b) INTERPOL and Europol, the Memorandum of Understanding as Mentioned in Article 4 of the Agreement between INTERPOL and Europol of 1 September 2008, and Article 4 of the Agreement between INTERPOL and Europol of 5

November 2001, shall apply until the Memorandum of Understanding is terminated or replaced.

(3) The European Union and INTERPOL may establish a European Union-INTERPOL liaison group in order to harmonise cooperation and establish synergies.

Article 29
Spontaneous information

INTERPOL, on the one hand, and Europol, Eurojust, the EPPO and/or the EBCGA, on the other, may, with the authorisation of the source of the information, transmit information to each other without prior request for the purposes of this Agreement, in accordance with Section 2 of Part One and other relevant provisions of Part One, including Articles 3, 4 and 5, as well as the relevant provisions of Section 1 of Part Two.

Part Two, Section 2: Specific provisions relating to Europol, Eurojust, the EPPO and the EBCGA

Article 30
Additional provisions relating to INTERPOL – Europol Cooperation

(1) With respect to cooperation between INTERPOL and Europol, the cooperation described in Article 23 shall include:

(a) coordination and consultation concerning victim identification task forces;

(b) coordination and the provision of advice and support, including through field deployment, in response to terrorist attacks and other major crime incidents;

(c) coordination in support of major international events;

(d) coordination on their respective activities regarding the implementation of targeted sanctions imposed by the United Nations Security Council;

(e) participation in ad hoc and permanent joint action task forces and liaison teams to provide operational support and coordinate international investigations, where authorized by participating countries, such as the Joint Cybercrime Action Taskforce (J-CAT) and Counterterrorism Joint Liaison Team (CT JLT), or their successors;

(f) involvement of INTERPOL in the operational and strategic tasks of Europol's centres of specialised expertise for combating crime:

(g) cooperation to prevent and counter child sexual exploitation and abuse, including the facilitation of the expeditious direct recording by Europol, the Member States of the European Union and INTERPOL member countries that are not Member States of the European Union of child sexual exploitation and abuse content in the ICSE database.

(2) Europol shall seek and obtain authorisation from INTERPOL to use information obtained from INTERPOL in order to propose the possible entry, by a Member State of the European Union, of information alerts in the Schengen Information System.

Article 31
Additional provisions relating to INTERPOL – Eurojust Cooperation

With respect to cooperation between INTERPOL and Eurojust, the cooperation described in Article 23 shall include:

(a) availability of INTERPOL channels to facilitate judicial cooperation requests, including requests for provisional arrest with a view to extradition;

(b) coordination and consultation concerning victim identification task forces;

(c) facilitation of the process by which INTERPOL obtains records information from the European Criminal Records Information System – Third Country Nationals (ECRIS-TCN);

(d) cooperation and coordination regarding action against wanted persons, including with respect to INTERPOL notices and diffusions and European Arrest Warrants;

(e) where authorized by participating countries, facilitation of cooperation regarding joint investigation teams; particularly involving INTERPOL member countries that are not Member States of the European Union;

(f) facilitating INTERPOL's participation in actions of the Eurojust Coordination Centre on operational joint action days, particularly when such actions involve INTERPOL member countries that are not Member States of the European Union.

Article 32
Additional provisions relating to INTERPOL – EPPO Cooperation

(1) With respect to cooperation between INTERPOL and the EPPO, the cooperation described in Article 23 shall include:

(a) availability of INTERPOL channels to facilitate judicial cooperation and exchange of information with the EPPO, including with European Delegated Prosecutors;

(b) facilitation of cooperation, particularly between the EPPO and authorities of INTERPOL member countries that are not Member States of the European Union.

(2) A request seeking assistance in an EPPO case shall clearly state that it concerns an EPPO case.

Article 33
Additional provisions relating to INTERPOL – EBCGA Cooperation

(1) With respect to cooperation between INTERPOL and the EBCGA, the cooperation described in Article 23 shall include coordination and consultation in planning and carrying out border management activities, including operational activities, where appropriate, particularly in regions outside the European Union in which the EBCGA is authorized to operate.

(2) The participation of the EBCGA in operations shall not preclude the exchange of personal data between INTERPOL and Europol, Eurojust and the EPPO, in compliance with the respective applicable legal frameworks.

PART THREE: COOPERATION WITH RESPECT TO THE EUROPEAN TRAVEL INFORMATION AND AUTHORISATION SYSTEM (ETIAS)

Article 34
Direct access to and use of Stolen and Lost Travel Documents (SLTD) and Travel Documents Associated with Notices (TDAWN) data for the purposes of ETIAS

(1) The European Union and INTERPOL shall cooperate with respect to ETIAS, for the purpose of security checks, border management and border control activities, in accordance with the provisions of this Article and other applicable provisions of this Agreement. To that end:

(a) INTERPOL shall apply to the ETIAS Central Unit the rules and procedures applicable to International Entities, provided for under the INTERPOL RPD and under the Statute of the Commission for the Control of INTERPOL's Files, as in force on the date of the signing of this Agreement. The ETIAS Central Unit shall comply with the rules and procedures applicable to International Entities, provided for under the INTERPOL RPD and under the Statute of the Commission for the Control of INTERPOL's Files, as in force on the date of the signing of this Agreement. This paragraph shall not be interpreted to prejudice Article 34(2)(d). For the purposes of this Agreement, the ETIAS Central Unit shall not be considered part of the EBCGA;

(b) the ETIAS Central Unit shall designate a team responsible for relations with INTERPOL as the sole authority to access SLTD and TDAWN data;

(c) duly authorised staff within that team shall be provided access via the ETIAS Information System to SLTD and TDAWN data, subject to the conditions set forth in paragraphs 2 to 7.

(2) The European Union and INTERPOL shall take the necessary steps in order that such access to SLTD and TDAWN complies with the following conditions:

(a) the ETIAS Central System shall be able to directly access SLTD and TDAWN, or a subset thereof, via the European Search Portal, in order to make automated queries using the following travel document elements inserted by the applicant in the ETIAS application form: (i) the document identification number; (ii) the country of issuance; and (iii) the type of travel document;

(b) the ETIAS Central Unit shall receive either an indication of a negative result or the INTERPOL assigned SLTD and/or TDAWN notice reference number(s), the travel document identification number and, where available, the country of issuance and the type of travel document. The duly authorized staff of the ETIAS Central Unit shall be able to access these data to verify whether they correspond to the data in the application file of nationals of countries that are not Member States of the European Union applying for an ETIAS travel authorisation;

(c) the ETIAS Central Unit shall manually verify that the travel document data obtained from the query corresponds to the travel document data in the application form. Once it has been established that the data correspond, it shall transmit the data described in subparagraph (b) to the ETIAS National Unit that is to decide whether to grant or refuse issuance of the travel authorisation to the applicant. That ETIAS National Unit shall use the data only for the purpose of carrying out security risk assessments to decide whether to grant or refuse the issuance of the travel authorisation;

(d) in view of the limited nature of the query, the response and the verification process described in subparagraphs (a) to (c), and the characteristics of SLTD and TDAWN, no automated notification to the source of the INTERPOL data shall take place upon query by the ETIAS Central System and verification by the ETIAS Central Unit;

(e) as part of its security assessment, the ETIAS National Unit shall directly consult with, and transmit the INTERPOL reference number(s) to, the INTERPOL National Central Bureau of its Member State or other country concerned pursuant to Article 35, for the purpose of that National Central Bureau conducting checks with the source of the data to determine that the data obtained from INTERPOL are still accurate and relevant and, where appropriate, take measures. In doing so, that National Central Bureau shall act in accordance with the rights and obligations applicable under INTERPOL's rules when it uses data it has directly obtained from SLTD and/or TDAWN, including notifying and following up with the National Central Bureau(s) concerned or the INTERPOL General Secretariat;

(f) in addition to other limitations on the use of INTERPOL data set out in this Article, officials who obtain such data shall not reveal them, directly or indirectly, to the applicant or any other person, without the express authorization of INTERPOL;

(g) the INTERPOL General Secretariat may adopt technical modalities to facilitate respect for access restrictions imposed by the source of the data.

(3) Without prejudice to the access of a National Central Bureau pursuant to paragraph 2, the National Central Bureau of the Member State of the European Union or other country concerned pursuant to Article 35, where designated by that Member State or country as a law enforcement designated authority, may access, pursuant to Regulation (EU) 2018/1240 (ETIAS Regulation) and for the purpose of the prevention, detection, and investigation of terrorist offences or other serious criminal offences, data recorded in the ETIAS Central System. When National Central Bureaus receive data from the ETIAS Central System, upon their request as designated authorities, they may transfer those data to countries that are not Member States of the European Union in accordance with the applicable conditions set out in the ETIAS Regulation.

(4) The data obtained from INTERPOL shall not be used to establish or implement the ETIAS screening rules or the ETIAS watchlist or, except as specified in this Article, be transmitted outside the ETIAS Central or National Units or inserted into the ETIAS Information System by the ETIAS Central or National Units in a manner permitting access by other bodies, agencies or authorities, without having sought and obtained the authorisation of the INTERPOL General Secretariat.

(5) When monitoring and evaluating the implementation of ETIAS, the European Union shall take the necessary steps for the European Commission to:

(a) provide INTERPOL, upon request, with available anonymised statistics on the querying of SLTD and TDAWN for the purposes of ETIAS, including available information on the number of positive results, the number of travel authorisations refused following such positive results, as well as with information on any problems encountered;

(b) consult with INTERPOL regarding SLTD and TDAWN queries through the ETIAS Information System before making recommendations to the European Parliament and the Council.

(6) The European Union shall, in consultation and coordination with the INTERPOL General Secretariat, develop practical guidance for the implementation of this Article.

(7) INTERPOL and eu-LISA shall put in place arrangement(s) and undertake activities necessary for the technical implementation of this Article.

(8) The European Union and INTERPOL shall jointly review the implementation of this Article one year after ETIAS access to SLTD and TDAWN commences, in particular with regard to the timely and meaningful notification of, and follow up with, the source of the data pursuant to paragraph 2(e). Subsequent reviews shall be conducted no later than every two years. Reviews shall be carried out swiftly.

If, upon such review, the European Union or INTERPOL identifies recurrent or significant non-compliance with the provisions of this Article, the European Union and INTERPOL shall engage without delay in consultations to resolve the problem(s) identified.

The period of this consultation and resolution shall not exceed four months. If no resolution is reached within that period, either the European Union or INTERPOL may suspend ETIAS access to SLTD and TDAWN by written notification until a resolution is reached. The suspension shall take effect twenty days from the date of receipt of such notification and shall be lifted upon transmission of a subsequent written notification to that effect.

Notwithstanding the third subparagraph of this paragraph, in case of urgency, the European Union or INTERPOL may provisionally suspend ETIAS access to SLTD or TDAWN, in which case notification to the other and consultations shall commence immediately thereafter.

Article 35
Member States of the European Union and other countries that apply Article 34

(1) The European Union shall notify INTERPOL in writing of the ETIAS National Units and National Central Bureaus of the Member States of the European Union applying the relevant provisions of Article 34.

(2) The ETIAS Central Unit shall not provide the data described in paragraph 2(b) of Article 34:

(a) to the ETIAS National Units of the Member States of the European Union that have not been the subject of a notification pursuant to paragraph 1 of this Article; and

(b) until after the European Union has been notified of the completion by INTERPOL of its process for determining whether technical modalities are required to facilitate respect for access restrictions imposed by the source of the data. INTERPOL shall make such notification as soon as possible. Such notification shall be deemed to have been given, if no notification of completion is received within six months of the notification pursuant to paragraph 1 of this Article.

(3) The ETIAS Central Unit shall not provide the data described in paragraph 2(b) of Article 34 for use by the ETIAS National Units of Iceland, the Kingdom of Norway, the Swiss Confederation or the Principality of Liechtenstein until after:

(a) a bilateral agreement between the relevant country and INTERPOL, providing for its national authorities to comply with the obligations of this Agreement pertaining to ETIAS, has entered into force; and

(b) the European Union has been notified of the completion by INTERPOL of its process for determining whether technical modalities are required to facilitate respect for access restrictions imposed by the source of the data. INTERPOL

shall make such notification as soon as possible. Such notification shall be deemed to have been given, if no notification of completion is received within six months of the entry into force of the bilateral agreement concerned.

(4) In the event that there is a period of time between the date on which the ETIAS Central Unit may provide data to the ETIAS National Units of the Member States of the European Union in accordance with paragraph 2 and the date on which the ETIAS Central Unit may provide such data to the ETIAS National Units of Iceland, the Kingdom of Norway, the Swiss Confederation or the Principality of Liechtenstein in accordance with paragraph 3, the ETIAS Central Unit shall, during that period, designate a Member State of the European Union that has been notified pursuant to paragraph 1, to process the data in place of a country to which the data may not yet be provided pursuant to paragraph 3.

(5) The obligations of the European Union under Article 34 shall apply with respect to all Member States of the European Union participating in ETIAS that have been subject to a notification pursuant to paragraph 1 of this Article and with respect to all other countries that have concluded agreements referred to in paragraph 3(a) of this Article.

PART FOUR: FINANCIAL PROVISIONS

Article 36
European Union support to the implementation of this Agreement

The European Union, on its own initiative or at the request of INTERPOL, may facilitate the secondment of experts to the INTERPOL General Secretariat. Secondments shall be effectuated in accordance with the respective applicable rules of INTERPOL and the legal framework applicable to the seconding authority, with the aim to support the cooperation under this Agreement, including to support INTERPOL in promoting transparency, accountability, and respect for human rights in the operation of its systems.

Article 37
Costs

(1) The European Union and INTERPOL shall each bear their own costs for the implementation of this Agreement, except as otherwise provided in paragraphs 2, 3 and 4 of this Article.

(2) Europol shall pay the costs relating to ICSE, as provided for in the agreement referred to in Article 44(2)(a)(iv), and to iARMS, as provided in the agreement referred to in Article 44(2)(a)(ii). The EBCGA shall pay the costs relating to FIELDS as provided for in the agreement referred to in Article 44(2)(a)(i).

Europol, Eurojust, the EPPO and the EBCGA shall pay the costs of establishing their respective connections to INTERPOL databases for the purposes of Article 25(2) of this Agreement, and other connections they may agree to establish to INTERPOL Information System for the purposes of Article 26(4)(b) and (c) and Article 26(5), provided however, that no connection fees to iARMS and FIELDS shall be paid by the European Union bodies and agencies that are granted direct access to such database pursuant to Article 25(2)(b) and (c).

The European Union shall pay the costs to establish connections to SLTD and TDAWN for the purposes of Articles 34 and 35, and the costs to configure SLTD and TDAWN for the purposes of the ETIAS Central System directly accessing subsets of SLTD and TDAWN in accordance with Article 34(2)(a).

(3) (a) Costs relating to any successor arrangement to ICSE, iARMS and FIELDS shall be allocated as provided under the terms of such successor arrangement.

(b) Costs relating to any future supplementary arrangement concluded pursuant to:

(i) Article 43(1)(c) and Article 43(2)(b);

(ii) Article 43(1)(a) and Article 43(1)(b)(ii), to the extent the arrangement provides upgrades of the respective connections, or provides other upgrades not in place at the time of signature of this Agreement that are sought by Europol, Eurojust, the EPPO or the EBCGA, as applicable;

shall be allocated as provided under the terms of such future supplementary arrangement.

(4) No later than one year after the entry into force of this Agreement, and every year after that, the Joint European Union – INTERPOL Committee established under Article 41 shall, on the basis of due justification and relevant documentation submitted by INTERPOL, review the technical and operational costs incurred in that year by INTERPOL that are directly attributable to direct access to its databases, and indirect access and exchange of information under this Agreement. The Committee shall then decide whether additional payments by Europol, Eurojust, the EPPO, the EBCGA and the European Union, as applicable, may be warranted.

Any possible payment shall be subject to budget availability and shall require prior budgetary commitment by the competent Union institution.

In case of disagreement concerning additional payments requested by INTERPOL from the European Union, Article 46 of this Agreement shall apply. If no mutually agreeable solution is found, INTERPOL may, by written notification, reduce or

suspend direct access to its databases, indirect access and exchange of information under this Agreement until a solution is reached.

PART FIVE: FINAL PROVISIONS

Article 38
Use of Name and Distinctive Signs

Neither the European Union nor INTERPOL shall use the emblem, logo, distinctive signs or any abbreviation of the name of the other, unless otherwise specifically agreed upon in advance in writing by their respective authorized representatives.

Article 39
Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any privileges or immunities accorded to the European Union or INTERPOL by their respective constituent documents, agreements that have been concluded, or under international law, European Union law or national law, as applicable.

Article 40
Use of European Union Administered Infrastructure

Except as provided for in Part Three, querying of INTERPOL databases by a European Union body or agency, a Member State of the European Union or another country, through a European Union administered search tool or communications infrastructure, including the European Search Portal, shall take place pursuant to further agreements concluded between the European Union and INTERPOL.

Article 41
Joint European Union – INTERPOL Committee

(1) The European Union and INTERPOL shall establish a joint committee for the purpose of:

(a) facilitating the effective use and implementation of this Agreement;

(b) consulting in relation to significant planned developments, including to their respective legal frameworks, regarding the forms of cooperation provided for

in this Agreement that may affect cooperation between the European Union and INTERPOL;

(c) considering ways to further enhance cooperation between the European Union and INTERPOL, including carrying out the examination described in Article 25(4);

(d) considering possible amendments to this Agreement proposed by the European Union or INTERPOL;

(e) carrying out the reviews provided for in Articles 34, 37 and 45;

(f) carrying out the consultations provided for in Articles 46, 48 and 49 of this Agreement;

(g) adopting amendments modifying Article 25 following completion of the respective applicable internal approval procedures of the European Union and INTERPOL.

(2) The Joint European Union – INTERPOL Committee shall be comprised of representatives of the European Union and INTERPOL and shall be led by a senior-level representative of INTERPOL and a senior-level representative of the European Union responsible for security.

(3) The Joint European Union – INTERPOL Committee shall meet no later than nine months after the date of entry into force of this Agreement, and thereafter on an annual basis, unless otherwise agreed. The Committee shall also meet upon the request of either Party for the consultations provided for in Articles 46, 48 or 49.

(4) The Joint European Union – INTERPOL Committee shall adopt procedures and modalities to enable it to effectively discharge its duties, including the procedure governing the annual review of costs pursuant to Article 37(4).

Article 42
Amendment

(1) This Agreement may be amended in writing, at any time, by agreement between the European Union and INTERPOL.

(2) Any amendment shall enter into force on the date of the receipt of the last written notification by which the European Union and INTERPOL notify each other of the completion of their respective internal legal procedures required for the entry into force of such amendment.

(3) Notwithstanding paragraphs 1 and 2, amendments to this Agreement that have been adopted by the Joint European Union – INTERPOL Committee pursuant to Article 41(1)(g), following the completion of the respective applicable internal approval procedures of the European Union and INTERPOL, shall enter into force on the first day of the month following the written notification by the European Union and INTERPOL that they are ready to implement the amendment.

Article 43
Future Supplementary Arrangements

(1) INTERPOL, on the one hand, and Europol, Eurojust, the EPPO and the EBCGA, on the other, shall conclude arrangement(s) to implement the provisions of this Agreement. Such arrangement(s):

(a) shall address the matters referred to in Article 25(2);

(b) may address the matters described in:

(i) Article 24(3);

(ii) Article 26(4);

(iii) Article 28(2); and

(iv) Article 37(3);

(c) may address other matters to facilitate cooperation under this Agreement.

(2) INTERPOL and the European Union shall conclude arrangement(s) to implement the provisions of this Agreement. Such arrangement(s):

(a) shall address the matters described in Articles 34(7);

(b) may address other matters to facilitate cooperation under this Agreement.

Article 44
Application of prior agreements, arrangements and memoranda of understanding

(1) Upon entry into force of this Agreement, the Agreement between INTERPOL and Europol of 5 November 2001, the Working Arrangement between the International Criminal Police Organisation – INTERPOL and the European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union – Frontex of 27 May 2009, and the Memorandum of Understanding on Cooperation between EUROJUST and the International Criminal Police Organisation (ICPO-INTERPOL) of 15 July 2013, are replaced by this Agreement.

(2) Notwithstanding paragraph 1:

(a) the following agreements, arrangements and memoranda of understanding shall remain in effect until terminated or replaced by arrangements referred to in Article 43 of this Agreement:

(i) Frontex – INTERPOL Electronic Library Document System (FIELDS) Technical Agreement of 18 November 2024;

(ii) Bilateral Agreement between the International Criminal Police Organization – INTERPOL and the European Union Agency for Law Enforcement Cooperation (Europol) on Granting Direct Access to INTERPOL's Illicit Arms Records and tracing Management System (iARMS) of 12 April 2023;

(iii) Implementing Arrangement on direct access to and use of the INTERPOL Information System between the International Criminal Police Organisation (ICPO – INTERPOL) and the European Border and Coast Guard Agency (Frontex) of 20 December 2016;

(iv) Bilateral Agreement between Europol and INTERPOL for the Interconnection of Computer Networks of 26 September 2014;

(v) Memorandum of Understanding on the Establishment of a Secure Communication Line between the European Police Office and the International Criminal Police Organisation – INTERPOL of 11 October 2011;

(vi) Memorandum of Understanding as Mentioned in Article 4(1) of the Agreement between INTERPOL and Europol of 1 September 2008;

(vii) Amendment to the Joint Initiative of the Secretary General of INTERPOL and the Director of Europol on Combating the Counterfeiting of Currency, in Particular the Euro dated 5th November 2001, of 27 August 2007;

(viii) Joint Initiative of the Secretary General of INTERPOL and the Executive Director of Europol on Combating the Counterfeiting of Currency, in Particular the Euro of 5 November 2001.

(b) Article 4 of the Agreement between INTERPOL and Europol of 5 November 2001 shall remain in effect in relation to the exchange of liaison officers until the Memorandum of Understanding described in paragraph 2(a)(vi) is terminated or replaced by an arrangement referred to in Article 43 of this Agreement.

(3) For purposes of applying paragraph 2:

(a) references in the agreements, arrangements or memoranda of understanding referred to therein to the Agreement between INTERPOL and Europol of 5 November 2001 and the Working Arrangement between the International Criminal Police Organisation – INTERPOL and the European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union – Frontex of 27 May 2009 shall be considered to refer to the present Agreement;

(b) the relevant terms of this Agreement shall apply to the agreements, arrangements and memoranda of understanding and shall prevail over anything to the contrary in them, except for their termination provisions.

Article 45
Joint review

(1) The European Union and INTERPOL shall conduct periodic joint reviews of the implementation of this Agreement.

(2) The first review shall be conducted no later than three years from the date of entry into force of this Agreement and subsequent reviews shall be conducted on a regular basis thereafter.

(3) The review in this Article shall not cover the implementation of Article 34, in which a specific review mechanism is provided.

Article 46
Settlement of disputes

All disputes concerning the interpretation, application or implementation of this Agreement shall give rise to consultations and negotiations between representatives of the European Union and INTERPOL in an effort to reach a mutually agreeable solution.

Article 47
Liability

(1) The European Union and INTERPOL shall defend claims brought against them that arise from this Agreement, in accordance with the terms set out in their respective legal frameworks. They shall notify one another and, upon request, consult with each other regarding such claims.

(2) A person or entity may bring a claim arising from this Agreement, in the manner in which the European Union and INTERPOL have implemented their obligations under this Agreement in their respective legal frameworks.

(3) Where damages have been awarded to a third party, the European Union and INTERPOL may seek indemnification from each other where the other has failed to fulfill its obligations under this Agreement. In the event of a dispute regarding indemnification, Article 46 of this Agreement shall apply.

Article 48
Suspension

(1) Subject to paragraph 2, in the event of a material breach of this Agreement, the European Union or INTERPOL may suspend this Agreement, in whole or in part, by written notification thereof to the other.

(2) Such written notification shall not be made until after the European Union and INTERPOL have engaged in a reasonable period of consultations without reaching a resolution. Suspension shall take effect twenty days from the date of receipt of such notification. Such suspension may be lifted by the suspending Party upon written notification to the other. The suspension shall be lifted upon receipt of such notification.

(3) By way of derogation from paragraph 2, in case of urgency, the European Union or INTERPOL may provisionally suspend this Agreement, in which case notification to the other and consultations shall commence immediately thereafter.

(4) Notwithstanding any suspension of this Agreement, information obtained pursuant to this Agreement prior to its suspension shall continue to be processed in accordance with its terms.

(5) The suspension provided for in this Article shall not apply to Article 34, in which a specific suspension mechanism is provided.

Article 49
Termination

(1) Either the European Union or INTERPOL may terminate this Agreement by giving written notice to the other. The termination shall take effect three months after the notice is delivered to the receiving Party.

(2) If notice of termination is given under this Article, the European Union and INTERPOL shall consult with a view to deciding what measures shall be taken for the purpose of terminating cooperation initiated under this Agreement in an appropriate manner. In any event, information obtained pursuant to this Agreement prior to its termination shall continue to be processed in accordance with its terms.

Article 50
Entry into force

This Agreement shall enter into force on the date of the receipt of the last written notification by which the European Union and INTERPOL notify each other of the completion of their respective internal legal procedures for the conclusion of this Agreement.

DONE at [Location], this [day] of [Month] [Year], in two originals, in the English language.

Pursuant to European Union law, this Agreement shall also be drawn up by the European Union in the Bulgarian, Croatian, Czech, Danish, Dutch, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, and Swedish languages. This Agreement shall also be drawn up by INTERPOL in the Arabic language. These additional language versions may be authenticated by an exchange of diplomatic notes between the European Union and INTERPOL. In the case of divergence between authentic language versions, the English text shall prevail.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

JOINT DECLARATION BETWEEN THE EUROPEAN UNION AND INTERPOL WITH REGARD TO ARTICLE 26(3)(c) OF THE EU-INTERPOL COOPERATION AGREEMENT

The European Union and INTERPOL agree to make their utmost efforts to launch and swiftly progress negotiations for a Security of Information Agreement (SIA), concerning security procedures for exchanging and protecting classified information.

JOINT DECLARATION WITH REGARD TO ICELAND, THE KINGDOM OF NORWAY, THE SWISS CONFEDERATION AND THE PRINCIPALITY OF LIECHTENSTEIN

The European Union and INTERPOL take note of the close relationship between the European Union and Iceland, the Kingdom of Norway, the Swiss Confederation and the Principality of Liechtenstein, particularly by virtue of the Agreements of 18 May 1999 and 26 October 2004 concerning the association of those countries with the implementation, application and development of the Schengen acquis.

In such circumstances it is desirable that the authorities of Iceland, the Kingdom of Norway, the Swiss Confederation and the Principality of Liechtenstein, on the one hand, and INTERPOL, on the other hand, conclude expeditiously and without delay the bilateral agreements referred to in Article 35(3)(a) of the Cooperation Agreement between the European Union and the International Criminal Organization – INTERPOL providing, for the national authorities of Iceland, the Kingdom of Norway, the Swiss Confederation and the Principality of Liechtenstein respectively, to comply with the same obligations pertaining to ETIAS as those of the national authorities of the EU Member States under the Cooperation Agreement between the European Union and the International Criminal Police Organization - INTERPOL.

EUROPEAN UNION DECLARATION WITH REGARD TO THE EU VISA INFORMATION SYSTEM

Considering the operational needs of detecting whether applicants for a visa or residence permit in a Schengen country use travel documents that have been reported as stolen, lost, revoked, invalid or stolen blank or use travel documents associated with INTERPOL notices, the European Union recalls the importance to continue exploring solutions for the EU Visa Information System to query INTERPOL’s Stolen and Lost Travel Documents (SLTD) and Travel Documents Associated with Notices (TDAWN) to reinforce the overall security of the Schengen area.