

**Working and Administrative Arrangement
establishing cooperative relations
between the competent authorities of New Zealand and
the European Union Agency for Law Enforcement
Cooperation**

The New Zealand Police, representing the competent authorities of New Zealand as mentioned in Article 5 of this Arrangement,

and

the European Union Agency for Law Enforcement Cooperation (hereinafter referred to as "Europol"),

Aware of the urgent problems arising from international organised crime, especially terrorism, and other forms of serious crime,

Having regard to the Agreement between the European Union, of the one part, and New Zealand, of the other part, on the exchange of personal data between the European Union Agency for Law Enforcement Cooperation (Europol) and the authorities of New Zealand competent for fighting serious crime and terrorism (hereafter referred to as "the Agreement") which entered into force on 4 July 2023,

Considering that Article 22 of the Agreement requires the conclusion of an implementing administrative arrangement between Europol and the competent authorities of New Zealand, setting out the details of cooperation between the New Zealand Police and Europol, in accordance with the Europol Regulation,

Considering Article 25(1) of the Europol Regulation as well as that the Europol Management Board has on 28 July 2023 approved the present Working and Administrative Arrangement between the New Zealand Police and Europol,

Recognising that the present Working and Administrative Arrangement does not constitute an international agreement concluded in accordance with Article 218 of the Treaty on the Functioning of the European Union,

Respectful of the laws of the New Zealand in relation to human rights and Europol's obligations under the Charter of Fundamental Rights of the European Union,

Decided to cooperate as follows:

Chapter I – Scope and purpose

Article 1

Purpose

The purpose of this Working and Administrative Arrangement (hereinafter referred to as “the Arrangement”) is to complement and implement the relevant provisions of the Agreement in order to support and strengthen the action by the competent authorities of the Member States of the European Union and those of New Zealand, as well as their mutual cooperation in preventing and fighting criminal offences, including serious crime and terrorism, and forms of crime which affect a common interest covered by a Union policy, in particular through the exchange of non-personal data and personal data.

Article 2

Definitions

For the purpose of this Arrangement:

- a) “Europol Regulation” means Regulation (EU) 2016/794 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Law Enforcement Cooperation (Europol) and replacing and repealing Council Decisions 2009/371/JHA, 2009/934/JHA, 2009/935/JHA, 2009/936/JHA and 2009/968/JHA, as amended;
- b) “personal data” means any information relating to a data subject;
- c) “non-personal data” means data other than personal data.

Article 3

Scope of cooperation

The cooperation established in this Arrangement relates to all forms of crime as referred to in Annex I of the Agreement and the exchange of personal data and non-personal data under the conditions laid down in the Agreement and in this Arrangement, in accordance with the tasks of Europol as outlined in the Europol Regulation. This may include, in particular for non-personal data, the exchange of specialist knowledge, general situation reports, results of strategic analysis, information on crime prevention methods, the participation in training activities as well as providing advice and support in individual criminal investigations.

Chapter II – Mode of cooperation

Article 4

Consultations and closer cooperation

1. The New Zealand Police and Europol understand that to further the cooperation and enhance as well as monitor the development of the provisions of this Arrangement, regular exchanges, as appropriate, are integral. Specifically:
 - a) High level meetings between Europol and representatives of the competent authorities should take place regularly to discuss issues relating to the Agreement and this Arrangement and the cooperation in general.
 - b) Representatives of the national contact point and Europol should consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities and of furthering cooperation between Europol and the competent authorities of New Zealand.
 - c) Representatives of the national contact point may be invited to attend the meetings of the Heads of Europol National Units, at their discretion.
2. When appropriate, consultation should be arranged at the required level between representatives of the competent authorities and Europol, responsible for the areas of criminality to which this Arrangement applies, to decide upon the most effective way in which to organise their particular activities.

Article 5

National contact point

1. The national contact point and competent authorities of New Zealand referred to in Article 24(1) of the Agreement are listed in Annex II and IV of the Agreement.
2. Pursuant to Article 24(1) of the Agreement, the national contact point will act as the central point of contact between Europol and the competent authorities. This does not preclude however, direct exchanges of non-personal data and personal data between Europol and the law enforcement authorities, if agreed between the national contact point and Europol.

3. The national contact point will also be the central point of contact in respect of review, correction and/or deletion of personal data.
4. The New Zealand Police will provide for the possibility for the national contact point to enable non-personal data and personal data exchange on a 24-hour basis. The national contact point will ensure that non-personal data and personal data can be exchanged without delay with the law enforcement authorities.

Article 6

Liaison officers

1. The New Zealand Police and Europol understand that liaison officer(s) deployed by New Zealand in accordance with Article 24(2) of the Agreement will work to facilitate cooperation under this Arrangement as well as under the Agreement, and that Europol may at its own discretion equally consider the deployment of liaison officer(s) to New Zealand for these purposes.
2. The liaison officers' tasks, rights and obligations, their number, and the costs involved, will be governed by a separate instrument.
3. New Zealand will ensure that its liaison officers have speedy and, where technically feasible, direct access to the New Zealand national databases necessary for them to fulfil their respective tasks.
4. Europol endeavours to assist New Zealand, as far as possible, in respect of concluding an agreement with the Kingdom of the Netherlands concerning the privileges and immunities enjoyed by the seconded liaison officers, in case that would be considered.

Article 7

Public access requests

Requests for public access to documents containing non-personal data or personal data transferred on the basis of the Agreement and this Arrangement will be submitted to the transferring entity for their advice as soon as possible.

Chapter III - Exchange of non-personal data and personal data

Article 8

Exchange of non-personal data

1. The New Zealand Police and Europol understand that the exchange of non-personal data between them will only take place in accordance with the Agreement, their respective legal frameworks and for the purpose of, and in accordance with, the provisions of this Arrangement.
2. The New Zealand Police and Europol will ensure that non-personal data transferred is collected, stored and transferred in accordance with its respective legal framework. The New Zealand Police and Europol will ensure that such data has not been obtained in a manifest violation of human rights recognised by the norms of international law binding on them.
3. Non-personal data that is transferred with a specific purpose may be used by the receiving entity only for the purpose for which it was transferred. Use of non-personal data for a different purpose than the purpose for which the non-personal data was transferred must be authorised by the transferring entity.
4. The transferring entity may indicate, at the moment of transferring non-personal data, any restriction on access thereto or the use to be made thereof, in general or specific terms, including as regards its onward transfer, erasure or destruction after a certain period of time, or the further processing of it. Where the need for such restrictions becomes apparent after the data has been provided, the transferring entity will inform the receiving entity accordingly. Any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms must be respected by the New Zealand Police and Europol.
5. As to the onward transmission of non-personal data provided, the New Zealand Police and Europol will apply the rules set out in Article 7 of the Agreement.
6. As to the assessment of the reliability of the source and the accuracy of the non-personal data, the New Zealand Police and Europol will apply the rules set out in Article 8 of the Agreement.

Article 9
Exchange of personal data

1. The New Zealand Police and Europol understand that the exchange of personal data between them is governed by the conditions set out in the Agreement, as complemented by the provisions of this Arrangement, where applicable.
2. The New Zealand Police and Europol will indicate, pursuant to Articles 3 and 4(2) of the Agreement, at the moment of transfer of the personal data or before, the purpose for which the data is transferred, and any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms.
3. The New Zealand Police and Europol will indicate, pursuant to Articles 4(1)(b) and 13(1) of the Agreement, without undue delay, no later than six months after receipt, if and to what extent the personal data which have been supplied are necessary for the purpose for which they were supplied and inform the transferring entity thereof. The personal data will be deleted when the data is not necessary for the purpose for which it was transferred.

Chapter IV – Confidentiality of non-personal data and personal data

Article 10
Protection of non-personal data and personal data

The New Zealand Police and Europol understand that, in keeping with the relevant provisions of the Agreement, as complemented by this Arrangement, where applicable, they will:

1. protect data subject to the Agreement and this Arrangement, regardless of its form, until it is securely destroyed. This will not apply to data which is expressly marked or clearly recognisable as public data,
2. ensure that they have a security organisation, policies and measures in place to comply with the requirements set out in the Agreement and this Arrangement,
3. manage data security risks for all systems processing data exchanged under the Agreement and this Arrangement and assess these risks on a regular basis and whenever there is a significant change to any of the risk components,

4. ensure that all persons handling data exchanged under the Agreement and this Arrangement are subject to a security screening in accordance with the framework of the receiving entity,
5. ensure that access to data is limited to authorised persons who need to have access to it in order to perform their official duties,
6. ensure that all persons handling data exchanged under the Agreement and this Arrangement are appropriately trained and familiar with the relevant security rules, policies and procedures,
7. ensure all staff handling data are made aware of their obligation to protect the data and acknowledge the obligation in writing,
8. ensure that the premises where data exchanged under the Agreement and this Arrangement is stored or handled have an appropriate level of physical security in accordance with the legal framework of the receiving entity,
9. ensure that the New Zealand Police and Europol have a framework in place for reporting, managing and resolving security incidents and breaches in line with respective legal frameworks.

Article 11

Administrative Arrangement on Confidentiality

1. The New Zealand Police and Europol intend to set out security procedures for exchanging and protecting classified non-personal data and personal data exchanged between them in an Administrative Arrangement on Confidentiality.
2. The New Zealand Police and Europol understand that the exchange of classified non-personal data and personal data is conditional upon the conclusion of the Administrative Arrangement on Confidentiality.

Chapter V - Disputes and liability

Article 12

Liability

The New Zealand Police and Europol understand that they will be liable, in accordance with their respective legal frameworks, for any damage caused to an individual as a result of legal or factual errors in non-personal and personal data exchanged.

Article 13

Consultations

1. All disputes which may emerge in connection with the interpretation or application of this Arrangement will be settled by means of consultations and negotiations between representatives of the New Zealand Police and Europol.
2. If the cooperation under this Arrangement is considered to be unsatisfactory due to serious failings of the New Zealand Police or Europol to comply with the understanding as set out in this Arrangement, or if the New Zealand Police or Europol is of the view that such a failing may occur in the near future, the New Zealand Police or Europol may suspend the application of this Arrangement temporarily, pending the consultations and negotiations referred to in paragraph 1. The cooperation under this Arrangement will also be suspended if the Agreement is suspended in accordance with Article 19 of the Agreement.
3. Notwithstanding any suspension of this Arrangement, non-personal data falling within the scope of this Arrangement and transferred prior to its suspension will continue to be processed in accordance with the provisions of this Arrangement.

Chapter VI - Final provisions

Article 14

Secure communication line

1. The establishment, implementation and operation of a secure communication line for the purpose of exchange of non-personal and personal data between Europol and the competent authorities of New Zealand is regulated in a Memorandum of Understanding between the New Zealand Police and Europol.
2. Any dispute between the New Zealand Police and Europol concerning the interpretation or application of provisions relating to the establishment, implementation and operation of a secure communication line will be settled in accordance with Article 13.

Article 15

Amendments and supplements

Following consultation, this Arrangement may be amended in writing at any time by mutual consent between the New Zealand Police and Europol.

Article 16

Working Arrangement of 17 April 2019

The Working Arrangement establishing cooperative relations between New Zealand Police and the European Union Agency for Law Enforcement Cooperation which entered into force on 17 April 2019 is hereby repealed.

Article 17

Entry into effect

The cooperation under this Arrangement will commence on the first day following the date of the last signature.

Article 18
Termination of the Arrangement

1. The cooperation under this Arrangement is terminated when the Agreement is terminated in accordance with Article 20 of the Agreement.
2. The cooperation under this Arrangement may also be terminated in writing by the New Zealand Police or Europol with three months' notice.
3. In case of termination, the New Zealand Police and Europol will determine modalities on the continued use and storage of the non-personal data and personal data that has already been communicated between them. If no consensus is reached, the New Zealand Police and Europol are entitled to require that the non-personal data and personal data which it has communicated be destroyed or returned to the transferring entity.

Done in duplicate in the English language.

For the **New Zealand Police**

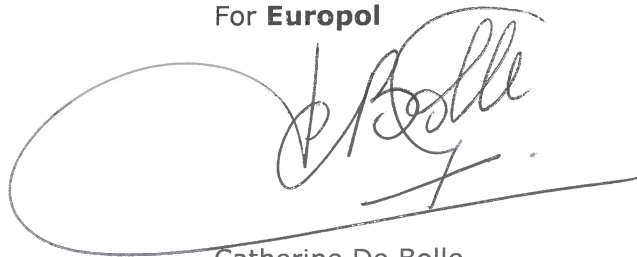


Andrew Coster
Commissioner of Police

Done at Wellington

on 27 / 11 / 2023

For **Europol**



Catherine De Bolle
Executive Director

Done at The Hague

on 10 / 11 / 2023