

**Agreement on Operational and Strategic
Cooperation
between Australia and the European Police Office**

Australia and the European Police Office (hereafter referred to as "Europol"), represented by its Director, and hereafter referred to as the "Parties",

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

considering that the Council of the European Union has given Europol the authorisation to enter into negotiations on a cooperation agreement with Australia on 2 December 2004 and that the Council of the European Union has on 21 February 2006 concluded that there are no obstacles to include the transmission of personal data between Australia and Europol in the present Agreement,

considering that the Council of the European Union has, on 15 February 2007, given Europol the authorisation to agree to the following provisions between Australia and Europol,

Have agreed as follows:

Article 1 Definitions

For the purpose of this Agreement:

- a) "Convention" means the Convention based on Article K.3 of the Treaty on European Union on the establishment of a European Police Office (Europol Convention);
- b) "personal data" means any data relating to an identified or identifiable natural person: an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
- c) "processing of personal data" (hereafter referred to as "processing") means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
- d) "information" means personal and non-personal data.

Article 2 Purpose of the Agreement

The purpose of this Agreement is to establish the cooperation between Australia and Europol in order to support the Member States of the European Union and Australia in the combating of serious forms of international crime in the areas mentioned in Article 3 of this Agreement, in particular through the exchange of information and regular contacts between Australia and Europol at all appropriate levels.

Article 3 Areas of criminality to which the Agreement applies

- 1. The cooperation as established in this Agreement shall, in line with the Parties' cooperation interest in the particular case, relate to all areas of crime within Europol's mandate at the date of entry into force of this Agreement, as set out in the Convention, including related criminal offences.
- 2. Related criminal offences shall be the criminal offences committed in order to procure the means for perpetrating the criminal acts referred to in paragraph 1, criminal offences committed in order to facilitate or carry out such acts, and criminal offences to ensure the impunity of such acts.
- 3. Where Europol's mandate is changed in any way, Europol may, from the date when the change to Europol's mandate enters into force, suggest the

applicability of this Agreement in relation to the new mandate to Australia in writing. In so doing, Europol shall inform Australia of all relevant issues related to the change of the mandate. The Agreement shall extend to the new mandate as of the date on which Europol receives the written acceptance of the proposal by Australia in accordance with its domestic procedures.

4. For the specific forms of criminality listed in Annex 1 to this Agreement, the definitions included in that Annex shall be applicable. Whenever a change to the mandate referred to in paragraph 3 entails the acceptance of a definition of another form of crime, such a definition shall also be applicable where this form of criminality becomes part of this Agreement in accordance with paragraph 3. Europol shall inform Australia if and when the definition of an area of criminality is extended, amended or supplemented. The new definition of an area of criminality shall become part of this Agreement as of the date on which Europol receives the written acceptance of the definition by Australia, in accordance with its domestic procedures. Any amendment to the document to which the definition refers shall be considered an amendment of the definition as well.

Article 4 Areas of cooperation

The cooperation may - in addition to the exchange of information related to specific investigations - involve all other tasks of Europol mentioned in the Convention, in particular the exchange of specialist knowledge, general situation reports, results of strategic analysis, information on criminal investigation procedures, information on crime prevention methods, participation in training activities as well as providing advice and support in individual criminal investigations.

Article 5 National contact point

1. Australia designates the Australian Federal Police to act as the national contact point between Europol and other competent authorities of Australia.
2. High level meetings between the Parties shall take place as necessary to discuss issues relating to this Agreement and the cooperation in general.
3. The points of contact designated by the Parties shall consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities.
4. A representative of the Australian Federal Police may be invited to attend the meetings of the Heads of Europol National Units.

Article 6

Competent authorities

1. The competent law enforcement authorities in Australia for the purpose of this Agreement (hereafter referred to as "competent authorities") are listed in Annex 2 to this Agreement. Australia shall notify Europol of any changes to this list within three months after such changes come into effect.
2. Australia shall, through the Australian Federal Police, supply Europol, on its request, with all information concerning the internal organisation, tasks and arrangements for the protection of personal data of the competent authorities mentioned in paragraph 1.
3. When appropriate, consultation shall be arranged at the required level between Europol and representatives of the competent authorities responsible for the areas of criminality to which this Agreement applies, to agree upon the most effective way in which to organise their particular activities.
4. Personal data transmitted by Europol under this Agreement shall only be forwarded by the Australian Federal Police to the other competent law enforcement authorities in Australia mentioned in paragraph 1 if an adequate level of data protection is ensured by the receiving competent law enforcement authority, and under the condition that the receiving competent law enforcement authority will follow all obligations stemming from this Agreement for all information provided by Europol.

Article 7

General provisions concerning the exchange of information

1. Exchange of information between the Parties shall only take place for the purpose of and in accordance with the provisions of this Agreement.
2. The exchange of information as specified in this Agreement shall take place between Europol and the Australian Federal Police. The Parties shall ensure that exchange of information may take place on a 24-hour basis.
3. A request or a response to a request under this Agreement may be made in writing, by any means capable of producing a written record, or orally with written confirmation to follow if required by the requested Party. Where feasible and on condition that appropriate security measures are in place, a written request may be transmitted through fax, e-mail, or other means for expediting communications.
4. Europol shall only supply information to Australia which was collected, stored and transmitted in accordance with the relevant provisions of the Convention and its implementing regulations.
5. Australia shall only supply information to Europol that was collected, stored and transmitted in accordance with its national legislation. Within this context

Europol will be bound by Article 4 (4) of the Council Act of 3 November 1998 laying down rules concerning the receipt of information by Europol.

6. Individuals shall have the right to have access to information related to them transmitted under this Agreement, and to have such information checked, corrected or deleted, in accordance with the supplying Party's legal framework. In cases where this right is exercised, the transmitting party will be consulted before a final decision on the request is taken.
7. Without prejudice to paragraph 6, each Party shall consult the other, as soon as possible, concerning any application or demand made under its laws for access to or disclosure of information supplied under this Agreement, including personal data, that is made by a private person or agency not intended to receive the information. Where the supplying Party does not consent to the release of the information, the receiving Party shall, subject to its laws governing requirements to provide access to or disclosure of information, endeavour to maintain the confidentiality of the information. Should the receiving Party become subject to a final order that requires it to release the information that the supplying Party had not consented to be released, the receiving Party shall notify the supplying Party in advance of disclosure, or, in the exceptional case where advance notice is not possible, without delay after the disclosure.
8. If an adequate level of data protection is no longer guaranteed by either Party, no personal data shall be supplied by the other Party.

Article 8 **Supply of information by Australia**

1. Australia shall notify Europol, at the moment of supply of information or before, of the purpose for which the information is supplied and of any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms. Where the need for such restrictions becomes apparent after the supply, Australia shall inform Europol of such restrictions at a later stage.
2. After receipt, Europol shall determine without undue delay, but in any case within six months of receipt, if and to what extent personal data which have been supplied may be included in Europol's data files, in accordance with the purpose for which they were supplied by Australia. Europol shall notify Australia as soon as possible after it has been decided that personal data will not be included. Personal data which have been transmitted shall be deleted, destroyed or returned, if such data are not, or no longer, necessary for Europol's tasks or if no decision has been taken on their inclusion in a Europol data file within six months after receipt.
3. Where information is transmitted by Australia to Europol, including at the request of Europol, the information may only be used for the purposes for which it was communicated or for which the request was made.

4. Europol shall be responsible for ensuring that the personal data as mentioned in paragraph 2, until they have been included in a Europol data file, may only be accessed by a Europol official duly authorised for the purpose of determining whether or not the personal data may be included in a Europol data file.
5. If Europol, after appraisal, has reason to assume that information supplied is not accurate or no longer up to date, it shall inform Australia thereof. Australia shall verify the information and inform Europol on the outcome of such verification, following which Europol will take appropriate action in accordance with Article 11.
6. Onward transmission of the information by Europol shall be restricted to the authorities responsible in the Member States of Europol for the areas of criminality to which this Agreement applies, unless otherwise agreed with Australia, and shall take place under the same conditions as those applying to the original transmission.

Article 9 **Supply of personal data by Europol**

1. Where personal data are transmitted at the request of Australia, the personal data may only be used for the purposes for which the request has been made. Where personal data are transmitted without a specific request from Australia, at the moment of transmission of the data or before, the purpose for which the data were transmitted shall be indicated, and any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms. Where the need for such restrictions becomes apparent after the supply, Europol shall inform Australia of such restrictions at a later stage.
2. Australia shall comply with the following conditions for all transmissions of personal data by Europol to Australia:
 - 1) after receipt, if requested by Europol, Australia shall inform Europol of the use made of the data and the results achieved therefrom;
 - 2) the data shall not be communicated by Australia to third States or bodies, except with the prior consent of Europol;
 - 3) onward transmission of the data by the initial recipient shall be restricted to the competent authorities mentioned in Article 6 and shall take place under the same conditions as those applying to the original transmission;
 - 4) the supply must be necessary in individual cases for the purpose of preventing or combating the criminal offences referred to in Article 3 (1);
 - 5) any conditions on the use of the data specified by Europol must be respected;
 - 6) when data are supplied on request, the request for the data must specify indications as to the purpose of and the reason for the request. In the absence of this the data shall not be transmitted;
 - 7) the data may be used only for the purpose for which they were communicated;

- 8) the data shall be corrected and/or deleted by Australia if it emerges that they are incorrect, inaccurate, no longer up to date or should not have been transmitted;
 - 9) the data shall be deleted when they are no longer necessary for the purpose for which they were transmitted.
3. Australia shall ensure that the personal data received from Europol are protected through technical and organisational measures. Such measures shall only be necessary where the effort they involve is proportionate to the objective they are designed to achieve in terms of protection, and will be designed to:
- 1) deny unauthorised persons access to data processing equipment used for processing personal data,
 - 2) prevent the unauthorised reading, copying, modification or erasure of data media,
 - 3) prevent the unauthorised input of personal data and the unauthorised inspection, modification or deletion of stored personal data,
 - 4) prevent the use of automated data processing systems by unauthorised persons using data communication equipment,
 - 5) ensure that persons authorised to use an automated data processing system only have access to the personal data covered by their access authorisation,
 - 6) ensure that it is possible to verify and establish to which bodies personal data may be transmitted using data communication equipment,
 - 7) ensure that it is subsequently possible to verify and establish which personal data have been input into automated data or processing systems and when and by whom the personal data were input,
 - 8) prevent unauthorised reading, copying, modification or deletion of personal data during transfers of personal data or during transportation of data media,
 - 9) ensure that installed systems may, in case of interruption, be immediately restored,
 - 10) ensure that the functions of the system perform without fault, that the appearance of faults in the functions is immediately reported and that stored personal data cannot be corrupted by means of a malfunctioning of the system.
4. The Parties note that Europol shall only supply personal data as referred to in the first sentence of Article 6 of the Council of Europe Convention of 28 January 1981 for the protection of individuals with regard to automatic processing of personal data in absolutely necessary cases and in addition to other information.
5. Where Europol notes that the transmitted personal data are inaccurate, no longer up to date, or should not have been transmitted, it shall inform the Australian Federal Police thereof forthwith. Europol shall also request the Australian Federal Police forthwith to confirm to Europol that the data will be corrected or deleted.

6. Europol shall keep a record of all communications of personal data under this Article and of the grounds for such communications.

Article 10 **Assessment of the source and of the information**

1. When information is supplied by Europol on the basis of this Agreement, the reliability of the source of the information shall be indicated as far as possible on the basis of the following criteria:
 - (A) There is no doubt of the authenticity, trustworthiness and competence of the source, or the information is supplied by a source who, in the past, has proved to be reliable in all instances;
 - (B) Source from whom information received has in most instances proved to be reliable;
 - (C) Source from whom information received has in most instances proved to be unreliable;
 - (D) The reliability of the source cannot be assessed.
2. When information is supplied by Europol on the basis of this Agreement, the reliability of the information shall be indicated as far as possible on the basis of the following criteria:
 - (1) Information whose accuracy is not in doubt;
 - (2) Information known personally to the source but not known personally to the official passing it on;
 - (3) Information not known personally to the source but corroborated by other information already recorded;
 - (4) Information which is not known personally to the source and cannot be corroborated.
3. Australia shall, when supplying information on the basis of this Agreement, indicate the source of the information and its reliability on the basis of criteria mutually determined between the Australian Federal Police and Europol.
4. If either of the Parties - on the basis of information already in its possession - comes to the conclusion that the assessment of information supplied by the other Party needs correction, it shall inform the other Party and attempt to agree on an amendment to the assessment. Neither of the Parties shall change the assessment of information received without such agreement.
5. If a Party receives information without an assessment, it shall attempt to assess as far as possible, in agreement with the supplying Party, the reliability of the source or the information on the basis of information already in its possession.
6. The Parties may agree in general terms on the assessment of specified types of information and specified sources, which may be laid down in a Memorandum of Understanding between Australia and Europol. Such general agreements have to be approved by each of the Parties in accordance with

their respective internal procedures. If information has been supplied on the basis of such general agreements, this shall be noted with the information.

7. If no reliable assessment can be made, or no agreement in general terms exists, the information shall be evaluated as at paragraph 1 (D) and paragraph 2 (4) above.

Article 11 **Correction and deletion of information supplied by Australia**

1. The Australian Federal Police shall inform Europol when information transmitted to Europol is corrected or deleted. The Australian Federal Police shall also inform Europol as far as possible when it has reason to assume that the information supplied is not accurate or no longer up to date.
2. When the Australian Federal Police informs Europol that it has corrected or deleted information transmitted to Europol, Europol shall correct or delete the information accordingly. Europol may decide not to delete the information if it, based on information in its files that is more extensive than that possessed by Australia, has further need to process that information. Europol shall inform the Australian Federal Police of the continued storage of such information.
3. If Europol has reason to assume that information supplied is not accurate or no longer up to date, it shall inform the Australian Federal Police. The Australian Federal Police shall verify the information and inform Europol on the outcome of such verification. In a case where information is corrected or deleted by Europol, Europol shall inform the Australian Federal Police of the correction or deletion.

Article 12 **Confidentiality of information**

1. All information processed by or through Europol, except information which is expressly marked or is clearly recognisable as being public information, is subject to a basic protection level within the Europol organisation as well as in the Member States of the European Union. Information which is only subject to the basic protection level does not require a specific marking of a Europol classification level, but shall be designated as Europol information.
2. The Parties shall ensure a basic protection level for all information, with the exception of public information, exchanged under this Agreement, by all necessary measures, including the obligation of discretion and confidentiality, limiting access to information to authorised personnel, protection of personal data and general technical and procedural measures to safeguard the security of the information.
3. Information requiring additional security measures is subject to a classification level of Australia or Europol, which is indicated by a specific marking.

Information is assigned such a classification level only where strictly necessary and for the time necessary.

4. The classification levels of the Parties and their designations are specified in Annex 3 to this Agreement and refer to the specific security packages in accordance with the national legislative and administrative information security framework of the Parties. The classification levels relate to specific security packages, which offer different levels of protection, depending on the content of the information, and take account of the detrimental effect non-authorized access, dissemination or use of the information might have on the interests of the Parties. The Parties will provide equivalent protection to the information marked with a classification level in accordance with the table of equivalence of the classification levels contained in Annex 3 hereto.
5. Australia shall ensure that access authorisations to and protection of protectively marked information will be complied with by all competent authorities to whom information may be transmitted in accordance with this Agreement.

Article 13 Confidentiality Procedures

1. Each Party shall be responsible for the choice of the appropriate classification level in accordance with Article 12 for information supplied to the other Party.
2. In choosing the classification level, each Party shall adhere to the classification of the information under its national law or applicable regulations and take into account the need for flexibility and the requirement that classification of law enforcement information should be the exception and that, if such information has to be classified, the lowest possible level should be assigned.
3. If either Party - on the basis of information already in its possession - comes to the conclusion that the choice of classification level needs amendment, it shall inform the other Party and attempt to agree on an appropriate classification level. Neither Party shall specify or change a classification level of information supplied by the other Party without the consent of that Party.
4. Each Party may at any time request an amendment of the classification level related to the information it has supplied, including a possible removal of such a level. The other Party shall amend the classification level in accordance with such requests. Each Party shall, as soon as circumstances allow this, ask for amendment of the classification level to a lower one or its removal.
5. Each Party may specify the time period for which the choice of classification level shall apply, and any possible amendments to the classification level after such period.

6. Where information of which the classification level is amended in accordance with this Article has already been supplied to one or more of the Member States of the European Union or third parties, Europol shall, at the request of the Australian Federal Police, inform the recipients of the change of classification level.
7. If any shared information is compromised while in the possession of a receiving Party, the receiving Party will immediately notify the supplying Party. The receiving Party will endeavour to limit the damage caused by the compromise of any shared information. The receiving Party will keep the supplying Party informed of any investigation into the compromise and will advise the supplying Party of the findings on the extent of the damage caused by the compromise.

Article 14 Liaison officers

If both Parties agree that it is required to enhance the cooperation as laid down in this Agreement and that it is logistically feasible, the Parties may agree to the assignment of one or more liaison officers. The liaison officers' functions, tasks and status (including privileges and immunities) shall be the subject of consultations with a view to concluding such arrangements as are considered necessary.

Article 15 Liability

1. Subject to compliance with this Article, each Party shall indemnify the other, if one Party suffers damages due to the other's failure to comply with its obligations under this Agreement, and the damaged Party requests compensation for the amounts which it is obliged to pay a third party.
2. Each Party shall give notice as early as possible to the other of any potential claim that it becomes aware of, that could give rise to a claim for compensation against the other Party pursuant to this Article.
3. Each Party that intends to make a claim against the other pursuant to this Article shall not, without prior consultation and concurrence of the other Party, admit any liability on its behalf or allege liability on behalf of the other Party, nor shall it make any offer to settle a third party claim where the Party intends to claim compensation under this Article.
4. Any Party that intends to make a claim against the other shall permit the other Party, at its own cost, to make full legal representation and participation, in the defence of the third party claim, if the other Party so requests.
5. The Parties shall not require each other to pay compensation for damages to the extent that the compensation for damages was enforced as punitive, aggravated or other non-compensatory damages.

Article 16 Media Arrangements

Neither Party will comment publicly on the role, actions or conduct of the other Party in any investigation or matter involving information exchanged under this Agreement without prior consultation.

Article 17 Expenses

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

Article 18 Settlement of Disputes

1. Any dispute between the Parties concerning the interpretation or application of this Agreement, or any question affecting the relationship between the Parties which is not settled amicably, shall be referred for final decision to a tribunal of three arbitrators, at the request of either Party. Each Party shall appoint one arbitrator. The third, who shall be chairman of the tribunal, is to be chosen by the first two arbitrators.
2. If one of the Parties fails to appoint an arbitrator within two months following a request from the other Party to make such an appointment, the other Party may request the President of the International Court of Justice, or in his absence the Vice-President, to make such an appointment.
3. Should the first two arbitrators fail to agree upon the third within two months following their appointment, either Party may request the President of the International Court of Justice, or in his absence the Vice-President, to make such appointment.
4. Unless the Parties agree otherwise, the tribunal shall determine its own procedure.
5. The tribunal shall reach its decision by a majority of votes. In case of equality of votes the Chairman shall have a casting vote. The decision shall be final and binding on the Parties to the dispute.
6. Each Party reserves the right to suspend its obligations under this Agreement where the procedure laid down in this Article is applied or might be applied in accordance with paragraph 1, or in any other case where a Party is of the

opinion that the obligations incumbent on the other Party under this Agreement have been breached.

Article 19 Saving Clause

Nothing in this Agreement shall prejudice or otherwise affect or impact upon the general right or obligation with regard to the exchange of information foreseen by any Mutual Legal Assistance Treaty, working law enforcement relationship, or any other agreement or arrangement for the exchange of information between Australia and any Member State of the European Union. The provisions regarding the processing of information as mentioned in this Agreement, however, shall be respected by the Parties with regard to all information exchanged under this Agreement.

Article 20 Termination of the Agreement

1. This Agreement may be terminated in writing by either of the Parties with three months' notice.
2. In case of termination, the Parties shall reach agreement on the continued use and storage of the information that has already been communicated between them. If no agreement is reached, either of the two Parties is entitled to require that the information which it has communicated be destroyed.

Article 21 Amendments and Supplements

1. This Agreement may be amended at any time by mutual consent between the Parties. All the amendments and supplements must be in writing. Europol may only give its consent to amendments after the approval of such amendments by the Council of the European Union, except where they concern this Agreement's Annexes. Australia may only give its consent to amendments of the Agreement or the Annexes after completion of its domestic procedures.
2. The Parties shall enter into consultations with respect to the amendment of this Agreement or its Annexes at the request of either of them.

Article 22
Entry into force and validity

This Agreement shall enter into force on the date on which Australia notifies Europol in writing through diplomatic channels that it has completed its domestic procedures and intends to be bound by this Agreement.

Done at the Hague, this twentieth day of February two thousand and seven, in duplicate, in the English language.

For Australia

For Europol

Michael J Keelty
Commissioner
Australian Federal Police

Max – Peter Ratzel
Director

ANNEX 1
TO THE AGREEMENT ON COOPERATION BETWEEN AUSTRALIA AND THE
EUROPEAN POLICE OFFICE

Forms of Crime

With regard to the forms of crime referred to in Article 3 (1) of the Agreement on Cooperation between Australia and the European Police Office, for the purposes of this Agreement:

- 1) "unlawful drug trafficking" means the criminal offences listed in Article 3 (1) of the United Nations Convention of 20 December 1988 against Illicit Traffic in Narcotic Drugs and Psychotropic Substances and in the provisions amending or replacing that Convention;
- 2) "crime connected with nuclear and radioactive substances" means the criminal offences listed in Article 7(1) of the Convention on the Physical Protection of Nuclear Material, signed at Vienna and New York on 3 March 1980, and relating to the nuclear and/or radioactive materials defined in Article 197 of the Euratom Treaty and Directive 80/836 Euratom of 15 July 1980;
- 3) "illegal immigrant smuggling" means activities intended deliberately to facilitate, for financial gain, the entry into, residence or employment in the territory of the Member States of the European Union contrary to the rules and conditions applicable in their territories and in Australia contrary to its national legislation;
- 4) "trade in human beings" means subjection of a person to the real and illegal sway of other persons by using violence or menaces or by abuse of authority or intrigue, especially with a view to the exploitation of prostitution, forms of sexual exploitation and assault of minors or trade in abandoned children. These forms of exploitation also include the production, sale or distribution of child-pornography material;
- 5) "motor vehicle crime" means the theft or misappropriation of motor vehicles, lorries, semi-trailers, the loads of lorries or semi-trailers, buses, motorcycles, caravans and agricultural vehicles, works vehicles, and the spare parts for such vehicles, and the receiving and concealing of such objects;
- 6) "forgery of money and means of payment" means the acts defined in Article 3 of the Geneva Convention of 20 April 1929 on the Suppression of Counterfeiting Currency, which applies to both cash and other means of payments;
- 7) "illegal money-laundering activities" means the criminal offences listed in Article 6 (1) to (3) of the Council of Europe Convention on Laundering, Search, Seizure and Confiscation of the Proceeds from Crime, signed at Strasbourg on 8 November 1990.

ANNEX 2

TO THE AGREEMENT ON COOPERATION BETWEEN AUSTRALIA AND THE EUROPEAN POLICE OFFICE

Competent Authorities

The competent authorities in Australia responsible under national law for preventing and combating the criminal offences referred to in Article 3 (1) of the Agreement between Australia and the European Police Office are:

- Australian Federal Police
- Australian Crime Commission
- Australian Customs Service
- NSW Police
- Victoria Police
- Queensland Police Service
- South Australia Police
- Western Australia Police
- Tasmania Police
- Northern Territory Police
- ACT Policing

ANNEX 3

TO THE AGREEMENT ON COOPERATION BETWEEN AUSTRALIA AND THE EUROPEAN POLICE OFFICE

Table of Equivalence

The Parties, in conformity with Article 12(4) of the Agreement on Cooperation between Australia and the European Police Office, determine that the following classification levels under the national information security framework of Australia and classification levels used within Europol are equivalent:

| For Australia | For Europol |
|--|---|
| <p>“Restricted”</p> <p>This level is used when the compromise of the information could cause limited damage to national security.</p> <p>“In confidence”</p> <p>This level is used when the compromise of information could cause limited damage to the Australian Government, commercial entities or members of the public.</p> | <p>"Europol Restricted"</p> <p>This level is applicable to information and material the unauthorised disclosure of which could be disadvantageous to the interests of Europol or of one or more Member States.</p> |
| <p>“Confidential”</p> <p>This level is used when the compromise of the information could cause damage to national security.</p> <p>“Protected”</p> <p>This level is used when the compromise of the information could cause damage to the Australian Government, commercial entities or members of the public.</p> | <p>"Europol Confidential"</p> <p>This level is applicable to information and material the unauthorised disclosure of which could harm the essential interests of Europol or of one or more Member States.</p> |

| | |
|---|---|
| <p>“Secret”</p> <p>This level is used when the compromise of the information could cause serious damage to national security.</p> <p>“Highly Protected”</p> <p>This level is used where the information requires a substantial degree of protection as compromise of the information could cause serious damage to the Australian Government, commercial entities or members of the public.</p> | <p>“Europol Secret”</p> <p>This level is applicable only to information and material the unauthorised disclosure of which could seriously harm the essential interests of Europol or of one or more Member States.</p> |
| <p>“Top secret”</p> <p>This level is used where the highest degree of protection is required as the compromise of the information could cause exceptionally grave damage to national security.</p> | <p>“Europol Top Secret”</p> <p>This level is applicable only to information and material the unauthorised disclosure of which could cause exceptionally grave prejudice to the essential interests of Europol or of one or more Member States.</p> |