

**Working Arrangement
on establishing cooperative relations
between the National Police Agency of Japan and the
European Union Agency for Law Enforcement
Cooperation**

The National Police Agency of Japan (hereafter referred to as "NPA")

and

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

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

Considering that the Europol Management Board has determined the list of third countries and organisations with which Europol may conclude Working Arrangements, thereby having given Europol the authorisation to enter into negotiations on a Working Arrangement with Japan,

Considering Article 23(4) of the Europol Regulation as well as that the Europol Management Board has on 3 October 2018 approved the present Working Arrangement between NPA and Europol,

Considering that this Working Arrangement does not provide for the legal basis for the transfer of personal data,

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

Have decided as follows:

Article 1

Purpose

The purpose of this Working Arrangement (hereafter referred to as "Arrangement") is to establish cooperative relations between NPA and Europol in order to support the Member States of the European Union and Japanese law enforcement authorities in preventing and combating serious crime, terrorism and forms of crime which affect a common interest covered by a Union policy, as referred to in Article 3 of this Arrangement, in particular through the exchange of information between NPA and Europol.

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;
- b) "personal data" means any information relating to an identified or identifiable natural person, an identifiable natural person being a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person;
- c) "information" means personal and non-personal data;
- d) "law enforcement authorities" means police authorities and other law enforcement services which are responsible under national law for preventing and combating criminal offences. These may also comprise other public authorities which are responsible under national law for preventing and combating criminal offences in respect of which Europol is competent.

Chapter I - Scope

Article 3

Areas of crime

1. The cooperation as established in this Arrangement may relate to all areas of crime as listed in the Annex, including related criminal offences.
2. Related criminal offences are the criminal offences committed in order to procure the means of perpetrating the criminal acts referred to in paragraph 1, criminal offences committed in order to facilitate or perpetrate such acts, and criminal offences committed to ensure the impunity of such acts.
3. Where Europol's mandate is changed in any way, Europol will, from the date when the change to Europol's mandate enters into force, suggest modifying this Arrangement in relation to the new mandate to NPA in writing in accordance with Article 20.

Article 4

Areas of cooperation

The cooperation may, additional to the exchange of information under the conditions laid down in this Arrangement, in accordance with the tasks outlined in the respectively applicable laws and regulations, include the exchange of specialist knowledge, general situation reports, results of strategic analysis, information on criminal investigation procedures, information on crime prevention methods, the participation in training activities as well as providing advice and support in individual criminal investigations and other forms of cooperation NPA and Europol deem appropriate.

Article 5

Relation to other international instruments

This Arrangement does not prejudice or otherwise affect or impact upon the provisions of any Mutual Legal Assistance Treaty, any other cooperation agreement or arrangement, or working law enforcement relationship between Japan and the Union or any Member State of the European Union.

Chapter II – Mode of cooperation

Article 6

Consultations and closer cooperation

1. NPA and Europol decide to further the cooperation and enhance as well as monitor the development of the implementation of this Arrangement. Specifically:
 - a. High level meetings between NPA and Europol will take place regularly to discuss issues relating to this Arrangement and the cooperation in general.
 - b. A representative of NPA and Europol may consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities.
 - c. A representative of NPA may be invited to attend the meetings of the Heads of Europol National Units.
2. When appropriate, consultation may be arranged at the required level between representatives of specific sections of NPA and Europol, responsible for the areas of criminality which this Arrangement relates to, to reach consensus on the most effective way in which to organise their particular activities.

Article 7

Liaison officers

1. NPA and Europol may decide to enhance the cooperation as laid down in this Arrangement through the secondment of liaison officer(s) of NPA. Europol may at its own discretion, equally consider the secondment of liaison officer(s) to NPA with the consent of NPA.
2. The liaison officers' tasks, rights and obligations, their number, and the costs involved, will be governed by a separate instrument.
3. NPA, and where applicable Europol, will ensure that their liaison officers have speedy and, where technically feasible, direct access to their respective databases necessary for them to fulfil their respective tasks.

Chapter III - Information exchange

Article 8

General provisions

1. Exchange of information between NPA and Europol may only take place in accordance with the laws and regulations of Japan and Europol's legal framework respectively and for the purpose of and in accordance with this Arrangement.
2. NPA and Europol will only transfer information to each other which was collected, stored and transferred in accordance with the laws and regulations of Japan and Europol's legal framework respectively and has not been clearly obtained in obvious violation of human rights.
3. This Arrangement does not provide for the legal basis for the transfer of personal data by Europol.
4. Where a transfer of personal data by Europol is exceptionally allowed under the conditions of Articles 25(5) or 25(6) of the Europol Regulation, the responsibilities outlined in Article 9 of this Arrangement will apply mutatis mutandis to NPA and Europol, without prejudice to Europol having the possibility to require additional safeguards.
5. Requests for permitting public access to information transferred on the basis of this Arrangement will be submitted to the transferring entity for their advice as soon as possible.

Article 9

Transfer of personal data to Europol

1. NPA will determine at the moment of transfer of the personal data or before, the purpose for which the data are transferred, 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 transfer, NPA will inform of such restrictions at a later stage.
2. Europol will determine without undue delay, no later than six months after receipt, if and to what extent the personal data which have been transferred are necessary for the purpose for which they were transferred and inform NPA thereof. The

personal data will be deleted when the data is not necessary for the purpose for which they were transferred.

3. Europol will retain personal data only as long as it is necessary and proportionate for the purpose for which it was transferred. The need for continued storage will be reviewed no later than three years after the transfer. During the review, Europol may decide on the continued storage of data until the following review which will take place after another period of three years if that is still necessary for the performance of its tasks. If no decision is taken on the continued storage of data, those data will be deleted automatically.
4. Where NPA has reason to believe that personal data which it previously transferred is incorrect, inaccurate, no longer up to date or should not have been transferred, it will inform Europol, which will correct or delete the personal data, and provide notification thereof.
5. Where Europol has reason to believe that personal data which it previously received is incorrect, inaccurate, no longer up to date or should not have been transferred, it will inform NPA, which will provide its position on the matter.

Article 10

Use of the information

1. Information, except for non-personal data transferred without a determined purpose, may be used only for the purpose for which it was transferred and any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms will be respected by NPA and Europol.
2. Information may be used for a different purpose than the purpose for which the information was transferred only with the authorisation of the transferring entity.

Article 11

Onward transfer of the information received

1. Information provided by Europol may be transferred to the law enforcement authorities of Japan as defined in Article 2, at the initiative of NPA or at the request of Europol. Any such transfer, including transfer of personal data under Article 8(4) of this Arrangement, will take place under the same conditions as those applying to

the original transfer. Any other onward transfer, including to third States and international organisations, will be permitted only with the prior explicit authorisation by Europol.

2. Onward transfer of the information provided by NPA will be restricted to the authorities responsible in the Member States of the European Union for preventing and combating criminal offences and will take place under the same conditions as those applying to the original transfer. Any other onward transfer, including to third States or international organisations will be permitted only with the prior explicit authorisation by NPA.

Article 12

Assessment of the source and of the information

1. When information is transferred by NPA or Europol on the basis of this Arrangement, the reliability of the source of the information will 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 if 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;
 - X. The reliability of the source cannot be assessed.

2. When information is transferred by NPA or Europol on the basis of this Arrangement, the accuracy of the information will 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. If either NPA or Europol, on the basis of information already in its possession, comes to the conclusion that the assessment of information transferred by the Other needs revising, it will inform the Other and attempt to reach consensus on a revision of the assessment. Neither will change the assessment of information received without such consensus.
4. If NPA or Europol receives information without an assessment, it will attempt as far as possible and with consent of the transferring entity to assess the reliability of the source or the accuracy of the information on the basis of information already in its possession.
5. If no reliable assessment can be made, the information will be evaluated as (x) for its reliability as described in paragraph 1 above and (4) for its accuracy as described in paragraph 2 above.

Article 13

Data security

NPA and Europol will ensure that the information exchanged or received is protected through technical and organisational measures. Such measures will 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 (equipment access control),
- 2) prevent the unauthorised reading, copying, modification or removal of data media (data media control),
- 3) prevent the unauthorised input of personal data and the unauthorised inspection, modification or deletion of stored personal data (storage control),
- 4) prevent the use of automated data-processing systems by unauthorised persons using data-communication equipment (user control),
- 5) ensure that persons authorised to use an automated data-processing system have access only to the personal data covered by their access authorisation (data access control),
- 6) ensure that it is possible to verify and establish to which bodies personal data may be or have been transferred using data communication equipment (communication control),

- 7) ensure that it is possible to verify and establish what data have been accessed by which member of personnel and at what time (access log),
- 8) ensure that it is possible to verify and establish which personal data have been input into automated data-processing systems and when and by whom the personal data were input (input control),
- 9) prevent the unauthorised reading, copying, modification or deletion of personal data during transfers of personal data or during transportation of data media (transport control),
- 10) ensure that installed systems may, in the event of interruption, be restored immediately (recovery),
- 11) ensure that the functions of the system perform without fault, that the appearance of faults in the functions is immediately reported (reliability) and that stored personal data cannot be corrupted by system malfunctions (integrity).

Chapter IV – Confidentiality of information

Article 14

Principles of security and confidentiality

NPA and Europol will:

1. protect and safeguard unclassified information subject to this Arrangement and the Memorandum of Understanding on Confidentiality referred to in Article 15, with the exception of information which is expressly marked or is clearly recognisable as being public information, by various measures including the requirement of discretion and confidentiality, limiting access to authorised personnel and general technical and procedural measures;
2. protect and safeguard classified information subject to this Arrangement and the Memorandum of Understanding on Confidentiality referred to in Article 15;
3. ensure that it has a security organisation, framework and measures in place. NPA and Europol mutually accept and apply the basic principles and minimum standards implemented in their respective security systems and procedures to ensure that at least an equivalent level of protection is granted for classified information subject to this Arrangement;

4. ensure that the premises where information subject to this Arrangement is kept have an appropriate level of physical security in accordance with the respectively applicable laws and regulations;
5. ensure that access to and possession of information is restricted to those persons who by reason of their duties or obligations need to be acquainted with such information or need to handle it;
6. ensure that all persons who, in the conduct of their official duties require access or whose duties or functions may afford access to classified information will be subject to a basic security screening in accordance with the respectively applicable laws and regulations;
7. be responsible for the choice of the appropriate classification level for information supplied to the Other;
8. ensure that classified information subject to this Arrangement keeps the classification level given to it by the originator. The recipient will protect and safeguard the classified information according to the respectively applicable laws and regulations for the protection of classified information holding an equivalent classification level;
9. not use or permit the use of classified information subject to this Arrangement except for the purposes and within any limitations stated by or on behalf of the originator, without the written consent of the originator;
10. not disclose or permit the disclosure of classified information subject to this Arrangement to third parties, without the prior written consent of the originator.

Article 15

Memorandum of Understanding on Confidentiality

1. The protection of the information exchanged between NPA and Europol will be regulated in a Memorandum of Understanding on Confidentiality decided between NPA and Europol implementing the principles outlined in this Chapter. The Memorandum of Understanding on Confidentiality will include matters on the respective security organisation, education and training, standards of security screening, table of equivalence, handling of classified information, values of

information assurance and other related issues. Exchange of classified information is conditional upon the existence of the Memorandum of Understanding on Confidentiality.

2. In so far as an Agreement on Confidentiality exists between a Union Body and Japan, Europol will use that Agreement.

Chapter V - Disputes and liability

Article 16

Liability

1. NPA and Europol will be liable, in accordance with the respectively applicable laws and regulations, for any damage caused to an individual as a result of legal or factual errors in information transferred. In order to avoid its liability under the respectively applicable laws and regulations vis-à-vis an injured individual, neither NPA nor Europol may plead that the Other had transferred inaccurate information.
2. If these legal or factual errors occurred as a result of information erroneously transferred or of failure on the part of the Other to comply with their responsibilities, they will repay, on request, any amounts paid as compensation under paragraph 1 above in accordance with respectively applicable laws and regulations, unless the information was used by the Other in breach of this Arrangement.
3. NPA and Europol will not require each other to pay for punitive or non-compensatory damages under paragraphs 1 and 2 above.

Article 17

Settlement of disputes

1. All disputes which may emerge in connection with the interpretation or implementation of this Arrangement will be settled by means of consultations and negotiations between representatives of NPA and Europol.
2. In the event of serious failings of either NPA or Europol to respect the requirements of this Arrangement, or NPA or Europol is of the view that such a failing may occur in

the near future, either may suspend this Arrangement temporarily, pending the application of paragraph 1 above. Responsibilities inherent upon NPA and Europol under the Arrangement will nonetheless remain valid.

Chapter VI - Final matters

Article 18

Secure communication line

1. The establishment, implementation and operation of a secure communication line for the purpose of exchange of information between NPA and Europol may be decided upon between NPA and Europol. In such a case, it will be regulated in a Memorandum of Understanding decided between NPA and Europol.
2. Without prejudice to Article 16 of this Arrangement, NPA or Europol will be liable for damage caused to the Other as a result of wrongful actions relating to the establishment, the implementation or the operation of the secure communication line.

Article 19

Expenses

NPA and Europol will bear their own expenses which arise in the course of implementation of this Arrangement, unless otherwise stipulated in this Arrangement.

Article 20

Modifications and supplements

1. This Arrangement may be modified in writing, at any time by mutual consent between NPA and Europol. Any modifications must receive the approval of the Europol Management Board.
2. The Annex to this Arrangement may be modified through an exchange of letters between NPA and Europol.

3. Without prejudice to paragraph 1 above, modifications to the Annex of this Arrangement may be decided upon without the approval of the Europol Management Board.
4. NPA and Europol will consult each other with respect to the modification of this Arrangement or its Annex at the request of either of them.

Article 21
Validity

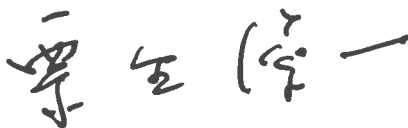
This Arrangement will come into effect on the date of signature.

Article 22
Termination of the Arrangement

1. NPA or Europol may terminate this Arrangement at any time by giving three months' written notice to the Other.
2. In case of termination, NPA and Europol will decide on the continued use and storage of the information that has already been exchanged between them. If no decision is made, either NPA or Europol is entitled to require that the information, which it has transferred, be destroyed or returned to it.
3. Without prejudice to paragraph 1 above, the effects of this Arrangement remain valid.

Signed at The Hague, on 3 December 2018 in duplicate in the English language.

For **NPA**



Shunichi Kuryu
Commissioner General

For **Europol**



Catherine De Bolle
Executive Director

Annex – Areas of crime

Europol shall support and strengthen action by the law enforcement authorities of the Member States and their mutual cooperation in preventing and combating serious crime affecting two or more Member States, terrorism and forms of crime which affect a common interest covered by a Union policy, as listed below:

- terrorism,
- organised crime,
- drug trafficking,
- money-laundering activities,
- crime connected with nuclear and radioactive substances,
- immigrant smuggling,
- trafficking in human beings,
- motor vehicle crime,
- murder and grievous bodily injury,
- illicit trade in human organs and tissue,
- kidnapping, illegal restraint and hostage taking,
- racism and xenophobia,
- robbery and aggravated theft,
- illicit trafficking in cultural goods, including antiquities and works of art,
- swindling and fraud,
- crime against the financial interests of the Union,
- insider dealing and financial market manipulation,
- racketeering and extortion,
- counterfeiting and product piracy,
- forgery of administrative documents and trafficking therein,
- forgery of money and means of payment,
- computer crime,
- corruption,
- illicit trafficking in arms, ammunition and explosives,
- illicit trafficking in endangered animal species,
- illicit trafficking in endangered plant species and varieties,
- environmental crime, including ship source pollution,
- illicit trafficking in hormonal substances and other growth promoters,
- sexual abuse and sexual exploitation, including child abuse material and solicitation of children for sexual purposes,
- genocide, crimes against humanity and war crimes.

The forms of crime referred to in Article 3 and in this Annex will be assessed by NPA in accordance with the laws and regulations of Japan.