

**Memorandum of Understanding ("MoU")**

**between**

**The Swedish Police Authority,**

**The Swedish Coast Guard,**

**The Swedish Migration Agency**

**and**

**the European Border and Coast Guard Agency (Frontex)**

**regarding**

**the hosting of a Frontex Liaison Officer in the Kingdom of Sweden**

The Swedish Police Authority, hereinafter referred to as "Hosting Authority", represented by Mr Anders Thornberg, National Police Commissioner, the Swedish Coast Guard, hereinafter referred to as "Partner Authority", represented by Ms Therese Mattsson, Director General and the Swedish Migration Agency, hereinafter referred to as "Partner Authority", represented by Mr Mikael Ribbenvik, Director General, as the main competent authorities in Sweden for border management, return and coast guard to the extent that they carry out border control tasks,

and

the European Border and Coast Guard Agency (hereinafter "Frontex"), represented by Mr Fabrice Leggeri, Executive Director,

Hereinafter jointly referred to as "Parties".

Having regard to the European Border and Coast Guard Regulation<sup>1</sup> (hereinafter “Regulation”), in particular Article 12 thereof,

Having regard to Management Board Decision 14/2017 of 13 June 2017 on the deployment of Frontex Liaison Officers to Member States, in particular Article 9 thereof,

Having regard to the EU Staff Regulations<sup>2</sup> and the Frontex Staff Code of Conduct<sup>3</sup>,

HAVE AGREED on the following arrangements regarding the hosting of a Frontex Liaison Officer in Sweden.

## Article 1

### Appointment of Liaison Officer and Point of Contact

1. The name and personal details as well as the date and expected duration of the deployment of the appointed Liaison Officer shall be notified in writing to the Hosting Authority no later than one month before his/her deployment.

Frontex shall promptly inform the Hosting Authority of any temporary or permanent replacement.

2. The Hosting and Partner Authorities shall designate the National Frontex Point of Contact as the Point of Contact in relation to the overall implementation of this MoU.
3. The Hosting and Partner Authorities shall each designate a Point of Contact in relation to the practical implementation of the tasks referred in this MoU.

## Article 2

### Tasks of the Liaison Officer

The tasks of the Liaison Officer shall conform to the provisions of Article 12 of the Regulation and to the Management Board Decision 14/2017 of 13 June 2017.

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<sup>1</sup> Regulation (EU) 2016/1624 of 14 September 2016 on the European Border and Coast Guard (OJ L 251, 16.09.2016, p. 1).

<sup>2</sup> Council Regulation (EEC, Euratom, ECSC) No 259/68 of 29 February 1968 laying down the Staff Regulations of Officials of the European Communities (and the Conditions of employment of other servants of those Communities) (OJ L 561, 4.3.1968, p. 1)

<sup>3</sup> Executive Director Decision No 120/2012 on the adoption of the Frontex Staff Code of Conduct.

### Article 3

#### Office space

1. The Hosting Authority shall make available an office space for the use of the Liaison Officer in a condition suitable for office accommodation in its [REDACTED].
2. The description, total surface and layout plan of an office space as well as the inventory of the furniture, fittings and equipment made available by the Hosting Authority are detailed in the Annex that has been countersigned by the relevant Party and shall form an integral part of this MoU.
3. Frontex assumes full responsibility for using the assigned premises with due diligence.
4. Frontex shall be liable for all damages to the office space, furniture, fittings and equipment found to have occurred during its occupation or upon return of the office space, except where deterioration is clearly due to normal wear and tear and except if damages are caused by circumstances out of Frontex's effective control (accident, natural disaster, etc.).
5. The Hosting Authority shall guarantee that the allocated office space meets the national regulations on health and safety and shall guarantee the proper maintenance and repairs are made to respective installations and systems to that end whenever required.
6. The Hosting Authority shall ensure, to the extent possible, the coverage of a mobile network signal allowing uninterrupted voice and data communication in the office space.
7. The Hosting Authority shall take measures to ensure the integrity of the office space used by the Liaison Officer and the confidentiality of the tasks performed/information held within-by him/her.

### Article 4

#### Information and Communication Technology (ICT) equipment and Information Systems Security

1. Frontex shall provide to its Liaison Officer a configured portable ICT equipment (personal computers) as well as additional ICT equipment including but not limited to the docking station, screen, keyboard, mouse, mobile or multifunctional printer and printer supplies.
2. The Hosting Authority shall provide electricity (power source) for standard portable and office ICT equipment (including uninterrupted power supply and surge protection).
3. The Hosting Authority shall provide reliable wired Internet access, allowing any traffic to Frontex public IP addresses range for at least 3 Frontex ICT devices such as personal computers and peripherals with Ethernet RJ45 connectors. The wired Internet connection shall ensure at least 2Mbps symmetric bandwidth available for Frontex use.
4. If for any reason Frontex decides to use independent Internet line instead of the Internet access provided by the Hosting Authority, the Hosting Authority shall acquire a dedicated line fulfilling Frontex requirements and allow the necessary installation terminated in Frontex Liaison Office.
5. The Hosting Authority shall also ensure the hands-on assistance of its IT staff, to support the

Liaison Officer, in particular unpacking/packing of the Frontex ICT equipment using provided materials, installation/de-installation of the pre-configured Frontex ICT equipment for the office opening/closure or implementing minor configuration changes in cases of incidents that cannot be fully handled remotely from Frontex Headquarters.

6. In any case, the support of local IT staff of the Hosting Authority shall be limited to the minimum, requested by Frontex in written, following instructions provided by Frontex and remotely assisted by Frontex ICT personnel.
7. All Parties agree not to interfere with the ICT equipment of each other, including (dis)connecting cables or equipment unless in case of mutual consent and authorisation or in the case of an emergency.
8. Upon the availability of the equipment and facilities, the Hosting Authority shall occasionally make its audio-video conferencing service available for the Liaison Officer in order to communicate with Frontex Headquarters. The procedure to book the use of such service will be communicated by the Hosting Authority to the Liaison Officer.
9. If requested, the Hosting Authority shall provide a telephone line, in the form of an extension within the switchboard, supporting incoming and outgoing calls exclusively available for the Liaison Officer.

## **Article 5**

### **Facilities and services**

1. The Hosting Authority shall make existing facilities (e.g. canteen/bar) and services (e.g. security, cleaning, maintenance and repair) within its premises, available for the use of the Liaison Officer.
2. The Hosting Authority shall make available, upon request, a designated meeting room for events organised by Liaison Officer. He/she shall request such rooms following the Hosting Authority's existing rules. The Hosting Authority shall facilitate visitors' access pursuant to the applicable internal rules.

## **Article 6**

### **Access to premises**

1. Without prejudice to specific restrictions that may be imposed by the Hosting and Partner Authorities on specific sensitive areas, the Liaison Officer shall have access rights to the premises of the Hosting and Partner Authorities, that are required for the proper performance of his/her duties.
2. The following security arrangements shall apply:
  - a) the Liaison Officer shall conform to the Hosting and Partner Authorities specific access control regime;
  - b) the Liaison Officer shall receive upon his/her arrival information on the access control related security rules applicable in the Hosting and Partner Authorities premises;

- c) details on the access rights granted shall be communicated to the Liaison Officer;
  - d) the Hosting and Partner Authorities may require the Liaison Officer to undersign an individual commitment on security. Such a commitment should receive a pre-approval by the Frontex Executive Director.
3. The Hosting Authority shall, to the extent possible, assist the Liaison Officer in getting access to the premises of other relevant non-signatory law enforcement, migration, border management and return authorities, including those performing coast guard functions to the extent that they carry out border control tasks.

## **Article 7**

### **Access to relevant operational facilities**

1. The Hosting and Partner Authorities shall facilitate, and to the extent possible, enable access to operational facilities to the extent that they are necessary for the Liaison Officer to perform his/her tasks, including but not limited to:
- a) border crossing points and other facilities involved in border control activities;
  - b) places of disembarkation of persons apprehended or rescued;
  - c) locations where other activities following border control take place;
  - d) reception, identification, detention centres and other similar facilities;
  - e) departure and stopover points of return operations.
2. The Hosting Authority shall, to the extent possible, assist the Liaison Officer in getting access to relevant operational facilities of other non-signatory relevant law enforcement, migration, border management and return authorities, including those performing coast guard functions to the extent that they carry out border control tasks.

## **Article 8**

### **Access to Senior Management**

1. The Liaison Officer shall have the possibility to have access to the relevant Senior and Operational Management of national authorities competent for border management, return and coast guard functions to the extent that they carry out border control tasks, in particular of the Hosting and the Partner Authorities.
2. The procedure for access to the relevant Senior and Operational Management shall be communicated by the Hosting and Partner Authorities to the Liaison Officer.

## **Article 9**

### **Access to information**

1. The Hosting and Partner Authorities shall ensure that the Liaison Officer has regular access, on a need-to-know-basis, to all the necessary information regarding the situation, trends,

possible threats at the external borders, cross-border crime and terrorism within the context of integrated border management, as well as in the field of return or other statistical and operational data aimed at supporting the monitoring of illegal migration and risk analysis. The information shall be in the standard format used by the Authority.

2. The Hosting and Partner Authorities shall ensure that the Liaison Officer has access to relevant information aimed at supporting the vulnerability assessment, in particular as regards technical equipment, staff and to the extent possible, the financial resources available at national level to carry out border control and contingency plans.
3. Requests shall be addressed in writing (preferably by e-mail) to the Hosting and Partner Authority's Point of Contacts and must be complied with, as a general rule, within 15 working days from the request.
4. The Hosting and Partner Authorities' Point of Contacts shall also, upon a justified request of the Liaison Officer in urgent cases or unforeseen circumstances, provide him/her, without delay, with all relevant information above mentioned.
5. The Hosting Authority shall, to the extent possible, assist the Liaison Officer in getting contact with other relevant non-signatory law enforcement, migration, border management and return authorities, including those performing coast guard functions to the extent that they carry out border control tasks, in order for the Liaison Officer to get access to relevant information.

## **Article 10**

### **Security of information exchange**

1. The exchange of information between the Parties may include sensitive non-classified and national and EU classified information.
2. The Parties exchange classified information pursuant to the Agreement between the Member States of the European Union, meeting within the Council, regarding the protection of classified information exchanged in the interests of the European Union concluded on 4 May 2011, Council Decision 2013/488 EU and Commission Decision (EU, Euratom) 2015/444.
3. The Liaison Officer shall have a valid security clearance at a level not lower than SECRET UE/EU SECRET.
4. Contractors providing interpretation or translation services to the Liaison Officer shall meet the requirements of the national legislation for the security of sensitive non-classified and classified information.

## **Article 11**

### **Communication channels**

1. Without prejudice to the existing communication channels, the Liaison Officer shall also act as an interface between the Hosting and Partner Authorities and Frontex and will complement and facilitate this communication.

2. Depending on the type of information, sensitivity and urgency, the following channels shall be used for the reciprocal exchange of information:
  - a) regular and ad hoc meetings;
  - b) standard template sent via email;
  - c) ad hoc information sent via email/sms/other means;
  - d) sensitive non-classified and classified information shall be transmitted by communication systems adopted by the Parties pursuant to the Agreement and legal basis referred to in Article 10(2).

## **Article 12**

### **Participation and/or contribution to the organisation of meetings, training activities, workshops, seminars and other activities**

1. If the Hosting and Partner Authorities consider it of mutual benefit and relevant for the performance of his/her tasks, they will include the Liaison Officer in invitations to any meetings, training activities, workshops, seminars and other similar activities.
2. The Liaison Officer shall keep the Point of Contact of the Hosting and Partner Authorities informed of any relevant meetings, training activities, workshops, seminars and other activities he/she is planning to organise.

## **Article 13**

### **Distribution of costs**

1. All costs related to the use of office space and common spaces referred to in Article 3, including running costs, as well as the costs related to Information and Communication Technology resulting from Article 4 shall be borne by the Hosting Authority.
2. All other costs related to the Liaison Officer, including entitlements, allowances, missions, rentals, interpretation or translation services shall be borne by Frontex.

## **Article 14**

### **Privileges and immunities**

1. In accordance with Article 59 of the Regulation, Protocol (No 7) on the Privileges and Immunities of the European Union shall apply to the Liaison Officer.
2. Further to Article 14(1), the Kingdom of Sweden may unilaterally grant additional privileges and immunities to the Liaison Officer.

## **Article 15**

### **Disputes resolution**

In case a dispute arises between the Parties on the content or the implementation of this MoU, the Parties shall settle this dispute among themselves. A dispute must be notified in writing from the originating Party/-ies to the other/-s through the National Frontex Point of Contact, in accordance with the provisions of Article 1(2).

## **Article 16**

### **Amendments**

1. Any Party may request amendment to this MoU. Any amendment to this MoU shall be done in writing and shall be effective when duly signed by all Parties.
2. In particular, this MoU shall be reviewed for potential improvements following experience gathered with its implementation.

**Article 17**  
**Entry into force**

This MoU shall enter into force on the day following the signature by all Parties.

Signed in four originals in English language,

For European Border and Coast  
Guard Agency (Frontex)



Fabrice Leggeri  
Frontex Executive Director

*9 July 2018, Warsaw*  
.....  
[date, place of signature]

For the Swedish Police Authority



Anders Thornberg  
National Police Commissioner

*21 September 2018, Stockholm*  
.....  
[date, place of signature]

For the Swedish Coast Guard



*Therese Mattsson*  
Anders Kjaersgaard  
Deputy Director General

*27 August 2018, Karlskrona*  
.....  
[date, place of signature]

For the Swedish Migration Agency



Mikael RIBBENVIK  
Director General

*6 August 2018, Norrköping*  
.....  
[date, place of signature]

Annex: Description and layout plan of the office space offered by the Hosting Authority

## ANNEX

### Description and layout plan of the office space offered by the Hosting Authority

#### Description of the office space

The office space designated by the Swedish Police Authority for the use of the Liaison Officer comprises 1 standard office space, amounting approximately 9,2 m<sup>2</sup> of office space.

The office is equipped with:

- Computer desk adjustable for sitting or standing - 1 item;
- Work chair rotating with armrests - 1 item
- Drawer pedestal - 1 item
- Visitors' chairs - 2 items
- Desktop lamp - 1 item
- Bin - 1 item
- Shelf units - 3 items
- Document safe - 1 item
- White board with markers and magnets - 1 item
- Landline phone - 1 item
- Coat hanger - 1 item

Layout of a standard office within the current premises

Layout with dimensions

