

WORKING ARRANGEMENT

between

EUNAVFOR MED Operation Sophia,

and

Fondazione Rava

**On cooperation activities including training in medical subject matters and
medical screening of candidates within the training programme offered by
EUNAVFORMED Operation Sophia to the Libyan Navy and Coast Guard**

15 February 2017

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PREAMBLE

The **European Union Military Operation in the Southern Central Mediterranean**, EUNAVFOR MED Operation Sophia (hereinafter referred to as "ENFM"), whose headquarters is located in Rome, at Aeroporto F. Baracca, Via di Centocelle, 301, represented by Rear Admiral Enrico Credendino, Operation Commander, under its mandate shall conduct a military crisis management operation contributing to the disruption of the business model of migrant smuggling and human trafficking networks in the Southern Central Mediterranean. Like all other EU crisis management operations, the EU Political and Security Committee exercises, under the responsibility of the Council and of the High Representative for Foreign Affairs and Security Policy, the political control and strategic direction of the operation.

The mission's objective is to be achieved by undertaking systematic efforts to identify, capture and dispose of vessels and assets used or suspected of being used by migrant smugglers or human traffickers, in accordance with applicable international law, including the United Nations Convention on the Law of the Sea and any UN Security Council Resolution. To that end, EUNAVFOR MED Operation Sophia shall also provide training to the Libyan Navy and Coast Guard personnel, according to Council Decision (CFSP) 2015/778 of 18 May 2015, as further amended by Council Decision (CFSP) 2016/993 of 20 June 2016 and Council Decision (CFSP) 2016/2314 of 19 December 2016. Training activities shall be carried out on the high seas in EUNAVFOR MED operation SOPHIA's agreed area of operations, although, in view of the exceptional operational requirements, part of the training activities may be conducted, by invitation, within a EU member States, including in relevant training centres.

The training of the Libyan Navy and Coast Guard personnel will be provided in order to improve the security of the Libyan territorial waters, enhance the capability of the Libyan Navy and Coast Guard in law enforcement at sea, in particular to prevent migrant smuggling and trafficking of human beings to/from Libyan shores and to improve the ability of Libyan Navy and Coast Guard to perform search and rescue activities to save lives in Libyan territorial waters. Before starting the training, as a part of the vetting process, candidates will undergo medical screening (medical vetting). The training programme may also possibly include training on medical subject matters (medical training).

The **Fondazione Francesca Rava NPH Italia Onlus** (hereinafter referred to as "Fondazione Rava"), whose offices are located in Milan, Viale Premuda 38/A, represented by its President, Ms Mariavittoria Rava, is an independent, non-political, charitable non-profit foundation, whose mission is to help vulnerable children in serious need, in Italy and worldwide, through medical, educational, development programs and emergency response projects. Fondazione Rava represents in Italy NPH (Nuestros Pequeños Hermanos), an international organization that helps orphans and abandoned children since 1954. Fondazione Rava is involved in the coordination of, and participation in, humanitarian projects and it has participated in the delivery of medical services on board Italian Navy ships involved in rescue interventions at sea since 2013 EUNAVFOR MED Operation Sophia and Fondazione Rava, each referred to herein individually as a "Party" and together as the "Parties", being concerned about the dramatic effects on the humanitarian plane of irregular migration towards the Central Mediterranean Route, share common objectives with regard to addressing these tragic consequences and wish to collaborate to improve the capacity of Libyan authorities to save human lives during search and rescue interventions at sea, within their respective mandates and governing rules and regulations. Fondazione Rava's contribution will be limited medical support and shall not imply any opinion on any aspects of Operation Sophia.

The Parties intend to conclude this Working Arrangement with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve this common objective.

This working arrangement is not intended to generate any legal obligations for the Parties. Cooperation among the Parties is entirely voluntary.



To this aim, the Parties hereby agree to the following terms and conditions, concerning the medical vetting and medical training of candidates and trainees belonging to Libyan Navy and Coast Guard.

ARTICLE 1 - DEFINITIONS

1. In addition to any terms defined in other provisions of this working arrangement, the terms reported below will have the following meanings when used herein:
 - a. "Candidates" are the Libyan Navy and Coastguard (LN/LNCG) members who, upon approval by the sending nation, are authorized to undergo a vetting process for having access to the training programme offered by ENFM;
 - b. "Trainees" means the LN/LNCG members who, upon approval by the sending nation, are authorized by ENFM to participate in the training programme offered by ENFM;
 - c. "Personnel" means Fondazione Rava medics, paramedics and operators who are authorized by ENFM to participate in the medical vetting and medical training of candidates and trainees belonging to the Libyan Navy and Coast Guard;
 - d. "Medical Vetting" is the process of medical checks carried out by the Personnel on LN/LNCG candidates, aimed at assessing whether the latter are both fit to conduct the training and free from infectious diseases.
 - e. "Medical Training" is the part of the training programme offered by ENFM to the Libyan Navy and Coast Guard according to art. 2a of Council Decision (CFSP) 2015/778 of 18 May 2015, as further amended by Council Decision (CFSP) 2016/993 of 20 June 2016 and Council Decision (CFSP) 2016/2314 of 19 December 2016, which is devoted to the teaching and practice of medical subjects matters.
 - f. "Training Package" is a single organizational unit of the training programme offered by ENFM to the LN/LNCG, according to Annex A to the Memorandum of Understanding between EUNAVFOR MED Operation Sophia and the Libyan Navy and Coast Guard, signed in Rome on 23 august 2016;
 - g. "Tasks" mean medical vetting and medical training of candidates and trainees conducted by Fondazione Rava personnel, as determined and supervised by ENFM;
 - h. "Training Centre" means the training centre within the Host Nation's territory where the medical vetting and medical training may be conducted;
 - i. "Senior Representative" means the senior person amongst the Fondazione Rava personnel responsible for ensuring compliance with this working arrangement, including liaising with ENFM personnel and the training centres' authorities on any relevant matters related to their service, including logistic matters;
 - j. "Host Nation/Government" means the flag State of the training ship and/or the nation where training will be conducted ashore;
 - k. "Controlled Unclassified Information (CUI)" means unclassified information that requires safeguarding and handling controls pursuant to, and consistent with, relevant laws and regulations.

ARTICLE 2 - SCOPE

1. The scope of this working arrangement is to provide a framework for cooperation between the Parties through the participation of Fondazione Rava personnel to the training programmes organised by ENFM in favour of LN/LNCG personnel.



2. The cooperation is carried out through the participation of Fondazione Rava personnel to the medical vetting and medical training of LN/LNCG candidates and trainees, respectively.
3. Technical specifications will be issued in due course for each training package to which Fondazione Rava contributes to.
4. All the cooperation activities may be repeated provided that the Parties agree beforehand in writing.
5. The Parties agree to conduct an ex-post assessment of the results achieved and the lessons learned/identified during cooperation activities.

ARTICLE 3 - COOPERATION

1. The final goal of the support provided by Fondazione Rava to ENFM is that of improving the capacity of LN/LNCG to save human lives at sea and ameliorate the provision of medical services to persons rescued at sea.
2. The candidates and trainees undergo through medical vetting and are offered medical training as a part of the vetting process and the training programme, respectively. Fondazione Rava will assist ENFM in the medical vetting and medical training of candidates and trainees by providing medical and paramedical personnel and expertise. ENFM will remain in charge for, and responsible of, the medical vetting and medical training processes.

ARTICLE 4 - SELECTION OF PERSONNEL

1. Before the beginning of the vetting or the training programme, ENFM will communicate to Fondazione Rava the number and characteristics of the Personnel required. Communications will take place in advance, so to make it possible for Fondazione Rava to select its own candidates.
2. Fondazione Rava will select its own candidates to participate in the tasks. Candidates will undergo security checks by ENFM in order to obtain a security clearance.
3. As a part of the selection process, Fondazione Rava candidates are to sign a form provided by ENFM giving their consent to the processing and use of relevant personal data in order to conduct an appropriate security clearance, before they are accepted to participate in the tasks.
4. ENFM may collect and store the personal information of Fondazione Rava candidates for the time necessary to conduct the security clearance. After that, all personal information of candidates will be destroyed and confirmation will be given to Fondazione Rava.
5. Personal data of Fondazione Rava candidates will be stored, processed and handled by ENFM solely for the purpose of granting them a security clearance, which is the precondition for them to participate in the tasks.
6. ENFM reserve the right to refuse access to the training programme to the Fondazione Rava candidates who are not given a security clearance.

ARTICLE 5 - DUTIES AND ACTIVITIES

1. Personnel will perform duties related to medical vetting and medical training as assigned by ENFM.
2. Medical vetting will consist of medical checks carried out on LN/LNCG candidates by a generalist doctor, and paramedics, supported by a LN/LNCG senior representative and an interpreter. Before carrying out medical checks, the Personnel will be given medical

documentation submitted by the candidates, if available. If necessary, such documentation will be translated in advance by ENFM. Medical checks will consist of:

- general examination;
- anamnesis and medical history;
- otolaryngologist examination;
- dental examination;
- any other medical check that the Personnel deems necessary to confirm the medical documentation submitted by the candidates of their status.

The outcome of medical vetting and the biometric data of each candidate will be reported to the ENFM personnel on the spot.

3. Medical training will include lectures on medical subject matters, given to LN/LNCG trainees on board training ships or training centres located on land. Lectures will encompass theoretical and practical aspects and will aimed at improving the capacity of LN/LNCG trainees to assist individuals rescued at sea and persons in emergency situations. The syllabus of each medical training will be agreed upon by ENFM and Fondazione Rava on a case-by-case basis.
4. Personnel will not perform duties reserved, by the laws and/or regulations of the Host Nation/Government, for officers or employees of the Host Nation/Government.
5. Personnel shall comply with all applicable laws, regulations, policies and procedures of the Host Nation/Government, and with the internal rules of the training ship or the training centre where the vetting or training activities take place.
6. The Senior Representative will liaise with ENFM on any issues affecting the tasks, as well as to organise administrative matters.
7. Personnel shall not be granted access to the training ship's or the training centre's technical information or data, except when authorized by ENFM, and only to the extent necessary to fulfil the tasks.
8. All information to which Personnel is granted access shall be treated as information provided in confidence to Fondazione Rava and shall not be further released or disclosed by the Personnel to any other person, firm, organization, or government without the prior specific written authorization of ENFM. Any disclosure of information to the Personnel shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes of the cooperation provided by Fondazione Rava to ENFM.

ARTICLE 6 - LOGISTIC SUPPORT

1. ENFM will ensure the provision of accommodation, food and transportation for the Personnel, free of charge.
2. Professional clothing and individual medical equipment for the Personnel shall be borne by Fondazione Rava, except for safety equipment and clothing to be used during particular tasks.

ARTICLE 7 - FINANCIAL ARRANGEMENTS

1. Fondazione Rava shall be solely responsible for all costs and expenses ancillary or related to:
 - a. the salary of Personnel;
 - b. the preparation and shipment of corps and funeral expenses associated with the death of a member of Personnel;

2. ENFM will provide, depending on the availability of funds in the respective training packages, office facilities and training items, safety equipment and clothing to be used during particular tasks, and, if necessary and as further agreed upon by the parties, supplies and services which may be necessary for the Personnel to fulfil the tasks defined in this working arrangement.
3. All financial provisions not covered by this article may be detailed in further specific arrangements. In relevant cases, distribution of costs shall be discussed and agreed in the context of each activity, and by means of specific arrangements between the Parties.

ARTICLE 8 - SECURITY OF INFORMATION

1. The exchange and release of information between the Parties shall be limited to unclassified information and data, including sensitive personal information of candidates to the training obtained during the medical vetting process, if this is allowed by the applicable law.
2. Fondazione Rava shall ensure that the Personnel respect the laws, regulations, and procedures of the Host Nation/Government on the security of information and the protection of personal data at all times without any exceptions. Any violation of security procedures and personal data protection law by the Personnel during their assignment will be reported by ENFM to Fondazione Rava for appropriate immediate action. Upon request by ENFM or the Host Nation/Government, Fondazione Rava shall remove the member(s) of Personnel suspected or accused of acting in breach of security or personal data protection laws, regulations or procedures.
3. Every media and communication activities and promotion, before being diffused, shall be agreed between the Parties.

ARTICLE 9 - HANDLING, USE AND TRANSMISSION OF CUI

1. CUI handling, use and transmission will be regulated according to directives/instructions issued by the originating Party and in line with applicable laws and regulations concerning the protection of intellectual property rights and proprietary information (such as patents, copyrights, know-how, and trade secrets).
2. CUI handling, use and transmission shall be conducted exclusively within the terms of the execution of the present working arrangement.
3. Fondazione Rava shall ensure that the Personnel is fully cognizant of, and compliant with, applicable laws and regulations concerning the protection of CUI disclosed to them, even in the case CUI is transmitted or communicated by private companies. This obligation will apply both during and after termination of embarkation on board the training ship or presence at a training centre.

ARTICLE 10 - TECHNICAL AND ADMINISTRATIVE MATTERS

1. To the extent authorized by the laws and regulations of the Host Nation/Government, and in accordance with Article 7 (Financial Arrangements) of this working arrangement, ENFM may provide such administrative support as necessary for the Personnel to fulfil the purposes of this agreement.
2. Unless otherwise agreed, the working hours for the Personnel will follow the schedule agreed by the Parties.
3. Fondazione Rava shall ensure that ENFM is informed as far in advance as possible of the Personnel's absence. This may be done by telephone or by written notification.

4. Fondazione Rava shall ensure that its Personnel have all documentation required by the Host Nation/Government for entry into, or exit from, its territory or to embark on board the training ship.

ARTICLE 11 - DISCIPLINE AND REMOVAL

1. Without prejudice to the prerogatives of the Authority in charge of the training centre or the training ship, Fondazione Rava shall take such administrative or disciplinary action against its personnel as may be appropriate under the circumstances, to ensure compliance with this working arrangement.
2. The Parties will cooperate in the investigation of any offenses under the applicable law.
3. The approval by which the Personnel is allowed to participate in a vetting or training programme may be withdrawn, modified, or curtailed at any time by the ENFM for any reason, including, but not limited to, the violation of the regulations or laws in force in Host Nation/Government. At the request of the ENFM, Fondazione Rava shall exclude the Personnel concerned.
4. ENFM will provide an explanation for the removal request, but a dispute between the Parties concerning the sufficiency of the ENFM reasons shall not delay the removal and exclusion of designated Personnel.

ARTICLE 12 - CLAIMS

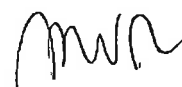
1. This working arrangement is intended as not generating any legal obligations for the Parties. Cooperation is entirely voluntary at any stage of activities. Duties and obligations arising out from this working arrangement are of a moral nature only.
2. Nothing in this Agreement shall affect the jurisdiction of the courts of the Host Nation. However to the extent permitted by the legislation of the Host Nation, compensation for damages caused during or in connection with activities subject to this working arrangement may be settled by mutual negotiations between the Parties.

ARTICLE 13 - SETTLEMENT OF DISPUTES

1. In the event of a dispute, controversy or claim arising out of or relating to this working arrangement, the Parties will use their best efforts to promptly settle such dispute through direct negotiation.
2. Any dispute between the Parties concerning the interpretation or application of this working arrangement will be referred to the President of Fondazione Rava and the Operational Commander of EUNAVFOR MED Operation Sophia who will aim to find an equitable solution.
3. If one Party decides to exercise its right to suspend its commitments under this working arrangement it will notify the other Party in writing.

ARTICLE 14 - ENTRY INTO EFFECT, AMENDMENT, DURATION, AND TERMINATION

1. This working arrangement shall enter into effect upon signature by all Parties and shall remain in effect for the duration of the entire training programme offered by ENFM to the LN/LNCG or until terminated by mutual agreement.
2. The implementation of Parties' obligations under this working arrangement shall be subject to all applicable rules and regulations.



3. This working arrangement may be amended by the mutual written agreement of the Parties and may be terminated unilaterally by each Party or by mutual consent at any time. Where a Party intends to terminate the working arrangement, it shall send a written communication to the other Party, providing in detail the reasons for the termination. In the event both Parties agree to terminate this working arrangement, the Parties will consult prior to the date of termination.
4. The respective duties and responsibilities of the Parties under Article 7 (Financial Arrangements), Article 8 (Security of Information), and Article 12 (Claims) of this working arrangement shall continue to be in force, notwithstanding the termination or expiration.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed two originals of this working arrangement.

For EUNAVFOR MED operation Sophia

**For Fondazione Francesca Rava
NPH Italia Onlus**



Rear Admiral Enrico Credendino
EU Operation Commander



Ms Mariavittoria Rava
President

Date: 15 febbraio 2017

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