



Working Arrangement

BETWEEN

THE EUROPEAN ASYLUM SUPPORT OFFICE (EASO)

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)

The European Asylum Support Office (EASO)

and

The International Organization for Migration (IOM),

(also individually referred to herein as a “Party” and collectively as the “Parties”),

HAVING REGARD to Regulation (EU) 439/2010 of the European Parliament and of the Council of 19 May 2010, establishing EASO (hereinafter referred to as the “EASO Regulation”), in particular Article 52 thereof which provides for EASO to conclude working arrangements with international organizations in accordance with the Treaty on the Functioning of the European Union (TFEU),

HAVING REGARD to the European Asylum Support Office’s (EASO) mission that is to contribute to the implementation of the Common European Asylum System (CEAS) by enhancing practical cooperation, stimulating information exchange, ensuring convergence in the assessment of international protection needs in the Member States, following the implementation of the CEAS, providing operational and technical assistance to Member States subject to pressure on their asylum and reception systems and supporting the external dimension of the CEAS.

HAVING REGARD to the fact that IOM, an organisation part of the United Nations system, committed to the principle that humane and orderly migration benefits migrants and society, acts to: assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants,

HAVE AGREED AS FOLLOWS:

ARTICLE I

PURPOSE

The purpose of this Working Arrangement is to establish a cooperation framework covering the relevant areas of common work and interest and to set objectives and principles of such cooperation.

ARTICLE II

GENERAL PRINCIPLES OF COOPERATION

1. Within their respective mandates and subject to available resources, EASO and IOM shall act in close collaboration and hold consultations on all matters of common interest. To this end, the two Parties shall consider the appropriate framework for such consultations as and when necessary, including, but not limited to the following:
 - participation in and contribution to the EASO network meetings, as relevant and appropriate (including reception network, resettlement network, vulnerability network, etc.); advisory/reference groups;
 - quarterly meetings between EASO Headquarters and IOM Regional Office for the European Economic Area, the EU and NATO (with support, as needed, from IOM Headquarters) to coordinate the implementation of the Working Arrangement and discuss ongoing cooperation between the two Parties;
 - appointment by each Party of an institutional focal point for technical level coordination and liaison. Those appointments will be formally communicated between the Parties;
 - appropriate measures by EASO and IOM to ensure effective cooperation and liaison between the two Parties. This includes close cooperation in the field, in particular in locations where both Parties are represented.
2. Each Party shall endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation, through the framework and measures defined above.
3. EASO and IOM agree that the activities related to IOM's assistance to its Member States, refugees and migrants in the field of asylum and migration management and the activities related to EASO's contribution to the implementation of the CEAS and operational and technical support to Member States shall be coordinated, to the extent possible, in an effort to achieve effectiveness, efficiency, maximum cooperation and the elimination of unnecessary duplication between them, and that when common interests so dictate, either Party may request the cooperation of the other.

ARTICLE III

ATTENDANCE AT MEETINGS

1. In accordance with the applicable rules of procedure and decisions taken by the competent bodies concerning the attendance of meetings, EASO shall invite IOM to send representatives to meetings and conferences convened by EASO, whenever matters of interest to and mandate of IOM are to be discussed.

2. In accordance with the applicable rules of procedure and decisions taken by the competent bodies concerning the attendance of meetings, IOM shall invite EASO to send representatives to meetings and conferences convened by IOM, whenever matters of interest to EASO are to be discussed.

ARTICLE IV

EXCHANGE OF DATA, INFORMATION AND DOCUMENTATION

1. EASO and IOM agree to exchange information, data and documentation to the fullest extent possible on matters of common interest.
2. The Parties agree to sharing information, experience, expertise and best practices on methodologies and tools for data and information gathering and analysis, to the fullest extent possible. Data and information scope includes, but is not limited to, trends of migration and asylum, including data on:
 - displaced populations in regions of origin,
 - populations in transit,
 - resettlement,
 - humanitarian admission,
 - relocation,
 - family reunification,
 - IOM DTM (displacement tracking matrix),
 - return, including AVRR (assisted voluntary return and reintegration),
 - reception,
 - social media monitoring,
 - private and community based sponsorship schemes and others, both within the EU Member States as well as third countries concerned.
3. The Parties will, if and as feasible, further explore methods of cooperation, access and participation in data and information research, analysis and documentation activities and networks.
4. Any data sharing shall be in line with the respective mandate of the Parties, and without prejudice to principles and rules on the protection of personal data, sharing rules, and confidentiality levels established by the respective Parties (and original data owners, in case of Member States' data for example).
5. The Parties will consult each other, where relevant, in the formulation of definitions and methodologies.

ARTICLE V

JOINT ACTION

1. EASO and IOM may, through special arrangements, decide to jointly act and implement the projects or activities that are of common interest. Subject to availability of resources and conclusion of the Financial Framework Agreement between the UN and the European Community (FAFA) compliant contribution specific agreements that take into account the specificities of IOM as a related UN agency, special arrangements shall define the modalities for the participation of each Party in such projects and
2. EASO and IOM may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

ARTICLE VI

AREAS OF COOPERATION AND COORDINATION

Without prejudice to cooperation in additional fields, within their respective mandates and subject to the availability of resources, the Parties agree to consider the following areas for mutual cooperation and coordination within and outside the EU where appropriate, to enhance and contribute to synergies and complementarities of the Parties' work in areas under the mandate of both of the Parties, including but not limited to:

- Early warning, preparedness and contingency,
- Asylum and reception of applicant for international protection,
- Return,
- Durable solutions including resettlement and other legal pathways,
- Support to migrants in situations of vulnerabilities and/or with specific protection needs.

Cross-cutting areas of cooperation include, but are not limited to:

- training initiatives (cooperation on relevant training material developed in line with EASO training methodology, participation and sharing of technical inputs and expertise by both agencies during the development and delivery, as appropriate),
- other capacity-building activities.

ARTICLE VII

IMPLEMENTATION OF THE ARRANGEMENT

The two Parties shall consult each other regularly on matters relating to this Arrangement. Moreover, the Parties shall implement this Working Arrangement through, inter alia, the following means:

1. Work programmes

The Parties agree to exchange information on their respective annual work programmes or similar programming documents and will consult each other on matters of common interest to be reflected therein.

2. Representation

The Parties may facilitate where appropriate representation in relevant meetings and networks organised by them in matters of common interest.

3. Cooperation plans and roadmaps

The Parties agree on the possibility to complement this working arrangement with cooperation plans and roadmaps outlining concrete activities and timelines for implementation.

4. Annual Senior Management Consultations

The Parties will meet at least once a year at a senior management level to discuss the mutual cooperation under this working arrangement. At that moment the implementation of this working arrangement can also be evaluated and concrete cooperation activities for the next year can be defined.

5. Consultative forum

IOM will actively participate in the activities of the EASO Consultative Forum.

ARTICLE VIII

CONFIDENTIALITY

The Parties undertake to keep confidential any information, document or other material communicated to it as confidential or other forms of classification by the other Party, not to disclose it to third parties without a prior written consent of the originating Party, and not to use any such information for any purpose other than the implementation of this working arrangement, even after the termination of the arrangement. Access to documents and personal data will be processed in accordance with rules and provisions applicable to each of the Parties. The obligations under this Article shall survive the expiration or termination of this Arrangement.

Requests on access to documents will be processed in accordance with rules and provisions applicable to the respective Party.

ARTICLE IX

INTELLECTUAL PROPERTY

Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Unless otherwise specified either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specifications.

ARTICLE X

STATUS OF IOM

Nothing in or relating to this Arrangement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organisation.

ARTICLE XI

DISPUTE RESOLUTION

All disputes which may emerge in connection with the interpretation or application of this working arrangement will be settled by means of consultations and negotiations between the Parties.

ARTICLE XII

ENTRY INTO FORCE, AMENDMENTS AND DURATION

1. This Arrangement shall enter into force on the date of its signature by the duly authorized representatives of the two Parties. Upon its entry into force, both Parties will publicize it among their field and headquarters personnel.
2. This Arrangement may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force upon its acceptance in writing by the Parties.
3. Either of the Parties may terminate this Arrangement by giving 6 (six) months' written notice to the other Party.
4. EASO and IOM may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

ARTICLE XIII

ADOPTION OF THE EU ASYLUM AGENCY

This Arrangement will be reviewed by both Parties following the adoption and entry into force of the Regulation of the European Parliament and of the Council on the European Union Agency for Asylum and repealing Regulation (EU) No 439/2010.

IN WITNESS WHEREOF, the undersigned representatives of the EASO and of the International Organization for Migration have signed the present Arrangement.

Done at Paris, 22 July 2019

For EASO
Executive Director

[SIGNED]

Nina Gregori

For IOM
Director General

[SIGNED]

António Manuel
de Carvalho Ferreira Vitorino