EU/Croatia agreement: participation of Croatia in the work of the European Monitoring Centre for Drugs and Drug Addiction

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PURPOSE: to conclude an Agreement between Croatia and the EU on the participation of Croatia in the work of the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) (proposal for the conclusion).

PROPOSED ACT: Council Decision.

BACKGROUND: the EMCDDA is open to the participation of any third country which shares the interests of the Union and the Member States in the objectives and work of the Centre in accordance with Article 21 of Council Regulation (EC) No 1920/2006. Croatia applied to participate in the work of the EMCDDA in 2005. Following the Council negotiating directive of 11 July 2006, the agreement with Croatia was initialled in July 2009. The Agreement was subsequently revised to take into account the entry into force of the Treaty on the functioning of the European Union (TFEU) and initialled on 22 December 2009.

CONTENT: the proposal states that Croatia will take part in the Centre's work programme and will satisfy the obligations of the Regulation (EC) No 1920/2006. The main points of the Agreement are as follows:

European Information Network on Drugs and Drug Addiction (REITOX): Croatia shall be linked to REITOX. It will notify the Centre of the main elements of its national information network within 28 days of the entry into force of the Agreement, including its national monitoring centre, and name any other specialized centres which could make a useful contribution to the Centre's work.

Management Board: the Management Board of the Centre shall invite a Croatian representative to participate in its meetings. The representative shall participate fully without the right to vote. The Management Board may convoke exceptionally a meeting restricted to representatives of the Member States and of the European Commission on issues of interest particular to the Union and its Member States. The Management Board, in session with representatives of Croatia, will lay down the detailed arrangements concerning the participation of Croatia in the work of the Centre.

Protection and Confidentiality of Data: where on the basis of the Agreement information forwarded by the Centre to the Croatian authorities in accordance with Union and Croatian law, such information may be used only for the stated purpose and under the conditions prescribed by the forwarding authority. Such information may not contain personal data. Data on drugs and drug addiction provided to the Croatian authorities by the Centre may be published subject to compliance with Union and Croatian rules on the dissemination and confidentiality of information. Personal data may not be published or made accessible to the public. Designated specialised centres in Croatia shall be under no obligation to provide information classified as confidential under Croatian legislation.

Entry into force: the Agreement shall enter into force on the first day of the second month following the date of receipt of the latter diplomatic note confirming that legal requirements of the respective Contracting Party concerning the entry into force of the Agreement have been fulfilled.

Validity and Termination: the Agreement is concluded for an unlimited period of time. It shall terminate on the date of Croatia's accession to the EU. Either Contracting Party may denounce the Agreement by a written notification to the other Contracting Party. The Agreement shall cease to be in force six months after the date of the receipt of such notification. Article 218 (6) (a) (v) of the Treaty on the Functioning of the European Union (TFEU) states that in the case of agreements covering fields to which the ordinary legislative procedure applies, the Council shall adopt a decision concluding the agreement, **after obtaining the consent of the European Parliament**.

IMPACT ANALYSIS: not applicable.

FINANCIAL IMPLICATIONS: the financial contribution to be paid by Croatia to the budget of the E to participate in the Centre will progressively increase in a four-year period during which the activities will be phased in by Croatia. The financial contributions required are:

- during the first year of participation EUR 100.000
- during the second year of participation EUR 150.000
- during the third year of participation EUR 210.000
- during the fourth year of participation EUR 271.000

From the fifth year of participation, the annual financial contribution to be paid by Croatia to the Centre shall be the contribution of the fourth year of participation indexed by the rate of increase of the Union Subvention to the Centre.

Croatia may partially use Union assistance to pay the contribution to the Centre with a maximum Union contribution of 75% in the first year of participation, 60% in the second year of participation and 50% thereafter. Subject to a separate programming procedure, the requested Union funds will be transferred to Croatia by means of a separate financing memorandum. The remaining part of the contribution will be covered by Croatia.

Croatia’s contribution will be managed in accordance with the financial regulation applicable to the general budget of the EU. Travel costs and subsistence costs incurred by Croatian representatives and experts for the purposes of taking part in the Centre's activities or meetings related to the implementation of the Centre's work programme shall be reimbursed by the Centre on the same basis as, and in accordance with, the procedures currently in force for the Member States of the EU. For the first calendar year of its participation the Croatia will pay a contribution calculated from the date of participation to the end of the year on *a pro rat*a basis. For the following years the contribution will be in accordance with the Agreement.