

EUROPEAN EXTERNAL ACTION SERVICE



DG Resource Management
The Director-General

Brussels
EEAS.DG RM

NOTE FOR THE ATTENTION OF MR JOSE ANTONIO SABADELL HEAD OF DELEGATION TO LIBYA

Subject: Administrative Agreement with EUBAM - Libya on mutual support

Ref: [Ares\(2022\)1039515](#) on 12 February 2022

This is to provide our comments on the draft proposal for the new Administrative Agreement (AA) between EUBAM and the Delegation that was attached to the Note under reference.

In the cover note, you mentioned some aspects that need to be clarified for better contingency planning. Regarding the “*logistical advantages of EUBAM, including a chartered plane, 2 boats, and a significant number of armoured cars, as well a substantial team of security personnel*”, it must be highlighted that only the 2 boats are a real added value for the Delegation. Firstly, **EEAS HQ can also charter a flight**, to Tripoli or to any other safe airport, whenever needed (it is also possible to keep it on standby during expected crisis or a sudden deterioration of the security situation). Secondly, **the Delegation benefits of its own security service provider** that can provide as many armoured vehicles and security staff as needed, having in mind that the reduced footprint of the Delegation in Tripoli might not even require the mobilisation of additional extra resources.

As far as the Duty of Care (DoC) is concerned, this concept can neither be personalised nor totally delegated. This means that DoC is a collective responsibility of the whole Institution, involving individual decisions to already established policies and procedures (e.g. required trainings, required previous travel authorisations, established protection standards, etc...). Therefore, **the EEAS as an Institution** and also the Delegation **will always retain a secondary responsibility for the DoC not “losing control” on this aspect** even if our staff was embedded in a third party operation.

What has been stated in the two paragraphs above also links with your comment “*to reinforce the possibility of autonomous decisions and implementation by the EUDEL*”. It is assessed that **the Delegation already has valid main and alternative self-operated options for a country evacuation** (i.e. commercial flights, chartered flights from Mitiga or any other safe airport, and a road convoy to Tunisia), **not to mention the increased capabilities to stay sheltered in Palm City**, which remains the main option when operations in Mitiga airport are disrupted and Palm City is not likely to face a direct threat. Nevertheless, to increase these options even further, the Field Security Division already

included in the Technical Specifications for a security contract approved in December 2021, the **request for the new contractor to have surveillance and observation capabilities through drone operations, as well as maritime capabilities** which do include three new profiles to serve these purposes (i.e. drone operator, boat captain and boat operator). However, as the current security contract is still valid until 31 July 2022, the Delegation will not be able to benefit from these upgrades until August 2022 (if the new tender process goes as planned).

Regarding the AA itself, the title should not read “*on use of excess flight capacity, provision security and additional services in Tripoli*” as there is already an AA regulating these aspects while the proposed one is clearly addressing a different topic.

In addition, as the shared document still needs a final negotiation and drafting, I propose you to include or redraft the following points:

- In point 2.1 Exchange of Security Information. To include an **explicit mention to (real time) security alerts** as a type of *information* qualitatively different from structured reports and assessments that seem to be the only subject matter with the current drafting;
- In point 2.2 Evacuation. To redraft the point in accordance with the concepts stated above. In this sense, it is important to reflect the idea that the Delegation might also support EUBAM (e.g. providing the boat captain to pilot EUBAM's semi-rigid boats; extracting EUBAM staff in a EEAS HQ operated charter flight; adding Close Protection Officers to a given movement; performing route reconnaissance, etc.) giving the same **idea of reciprocity** as in point 2.1.

Furthermore, in paragraphs 3 and 4, the reference to who will assume the DoC responsibilities should not be totally exclusive by delegating the whole responsibility to one single actor, but **including a mention to the primary and secondary responsibility for the DoC**;

- It must also be noted that **an EEAS evacuation decision will authorise the extraction of the staff, not the stay in Tripoli under a third party's responsibility** with the authority to decide on EEAS staff “*movements or any other security aspect*” (e.g. you might be ordered to stay in Tripoli to perform essential political tasks while acknowledging that the only feasible extraction option relies on EUBAM, but EUBAM Head of Mission shall not be the one deciding on your movements from that moment until the evacuation is finally executed);
- I reiterate the previous advice from Field Security to widen even further the scope of this agreement including mentioning the **mutual support in case of major events or incidents in Tripoli**¹. This aspect might be included as a new point 2.3;
- Point 2.3. EEAS undertakes to: In line with the already mentioned **concept of reciprocity**, the responsibilities listed in this point should be interchangeable depending on who will finally take over the leading role. The same applies to point 5 Indemnification. In fact, by aligning the text with this desired idea of reciprocity, the whole document will be more consistent with the non-existent financial implications (except for “*extraordinary expenditure*”) described in point 4.

¹ See Note [Ares\(2021\)7940347](#) - 22/12/2021

The Regional Security Officer based in Tripoli and the Field Security Division are at your disposal to support with the final drafting of all operational aspects of this new agreement.

Finally, the proposed AA can be signed locally following the same procedure as for previous MoUs and AAs between the EUDEL and EUBAM.



Gianmarco Di Vita

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