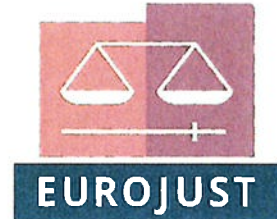




EUROPEAN
PUBLIC
PROSECUTOR'S
OFFICE



**WORKING ARRANGEMENT
BETWEEN
THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE ('EPPO')
AND THE EUROPEAN UNION AGENCY FOR CRIMINAL
JUSTICE COOPERATION ('EUROJUST')**

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Preamble

The European Public Prosecutor's Office (hereinafter referred to as 'the EPPO') and the European Union Agency for Criminal Justice Cooperation (hereinafter referred to as 'Eurojust'), together referred to as 'the Parties',

Having regard to the Treaty on the Functioning of the European Union, and in particular Articles 85, 86 and 325 thereof,

Having regard to Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the EPPO (hereinafter referred to as 'the EPPO Regulation'), and in particular to Articles 3(3), 22-27, 39, 48, 54, 99, 100 and 113 thereof,

Having regard to the Internal Rules of Procedure of the EPPO adopted by the College of the EPPO on 12 October 2020, and in particular Articles 38, 41, 42, 43, 57 and 66 thereof,

Having regard to Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (hereinafter referred to as 'the PIF Directive'),

Having regard to Regulation (EU) 2018/1727 of the European Parliament and of the Council of 14 November 2018 on the European Union Agency for Criminal Justice Cooperation (Eurojust) and replacing and repealing Council Decision 2002/187/JHA, hereinafter referred to as 'the Eurojust Regulation', and in particular Articles 2, 3, 4(1)(e), 8(1)(b), 13(3), 15(1), 16(8), 20(3)(b), 26, 45, 46, 47, 50, 55 and 78 thereof,

Having regard to the Rules of Procedure of Eurojust approved by the Council by Implementing Decision (EU) 2019/2250 of 19 December 2019 and adopted by the College on 20 December 2019, hereinafter referred to as the 'Eurojust's Rules of Procedure', and in particular Articles 5(5)(c) and 11(4) and (10) thereof,

Having regard to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, hereinafter referred to as 'Regulation 2018/1725',

Having regard to the Rules of Procedure on the processing and protection of personal data at Eurojust approved by the Council by Implementing Decision (EU) 2019/2250 of 19 December 2019 and adopted by the College on 20 December 2019,

Considering that, in light of the principle of sincere cooperation, the EPPO and Eurojust shall establish and maintain a close relationship based on mutual cooperation within their respective mandates and competences, in an effort to make the fight against fraud,

corruption and any other criminal offences affecting the financial interests of the European Union as efficient as possible,

Considering that the EPPO and Eurojust shall develop operational, administrative and management links,

HAVE DECIDED as follows:

CHAPTER I GENERAL PROVISIONS

Article 1 Purpose

Pursuant to Article 100 of the EPPO Regulation and Articles 3(2) and 50 of the Eurojust Regulation, the purpose of this Working Arrangement is to provide for the practical implementation of operational, administrative and management links between the Parties within the existing limits of their respective legal frameworks and mandates.

Article 2 Definitions

For the purpose of this Working Arrangement:

- a. 'European Prosecutor' means the staff of the EPPO referred to in Articles 16 and 96(1) of the EPPO Regulation;
- b. 'European Delegated Prosecutor' means the staff of the EPPO referred to in Articles 17 and 96(6) of the EPPO Regulation;
- c. 'National member' shall mean a national member, deputies and assistants to the national members in accordance with Article 7 of the Eurojust Regulation;
- d. 'Personal data' shall mean any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Article 3 Areas of crime

The cooperation as established in this Working Arrangement shall relate to the relevant areas of crime within the mandate of both Parties, including specifically criminal offences affecting the financial interests of the European Union that are provided for in the PIF Directive, as implemented by national law.

CHAPTER II EXCHANGE OF INFORMATION AND JUDICIAL COOPERATION

Article 4 General principles

1. Pursuant to Article 100 of the EPPO Regulation and Article 50 of the Eurojust Regulation, the EPPO and Eurojust shall share information available in their respective case management systems and relevant to their respective competences, including personal data.
2. Pursuant to Article 24(1) of the EPPO Regulation and Article 50(4) of the Eurojust Regulation, Eurojust shall inform the EPPO of any criminal conduct in respect of which it could exercise its competence, by using the template agreed between the Parties.

Article 5 EPPO access to information in Eurojust's case management system

1. Pursuant to Article 100(3) of the EPPO Regulation, where the EPPO wishes to verify whether information stored in its case management system matches information stored in the Eurojust's case management system, it shall submit a request to Eurojust by using the template agreed between the Parties.
2. In case of a hit, Eurojust shall inform the EPPO and, upon the EPPO's request or at its own initiative, Eurojust may provide the EPPO with additional data related to the information initially provided, after obtaining the consent of the national authority that provided the information to Eurojust.

Article 6 Eurojust access to information in the EPPO's case management system

1. Pursuant to Article 50(5) of the Eurojust Regulation, where Eurojust wishes to verify whether information stored in its case management system matches information stored in the EPPO's case management system, it shall submit a request to the EPPO using the template agreed between the Parties.
2. In case of a hit, the EPPO shall inform Eurojust and, upon Eurojust's request or at its own initiative, the EPPO may provide Eurojust with additional data related to the information initially provided.

Article 7 Exercise of competence by the EPPO and Eurojust

1. Pursuant to Article 24(7) of the EPPO Regulation, where upon verification of information provided by Eurojust, the EPPO decides that there are no grounds to initiate an investigation or to exercise its right of evocation, the EPPO shall inform Eurojust thereof without undue delay.
2. Pursuant to Article 26(2) of the EPPO Regulation, where upon verification of information provided by Eurojust, the EPPO decides to initiate an investigation, the EPPO shall inform Eurojust thereof without undue delay.

3. Pursuant to Article 34(8) of the EPPO Regulation and following information provided to the EPPO by Eurojust, the EPPO shall inform Eurojust without undue delay of any decision to transfer a case file based on that information to the competent national authorities.

In case the information provided by Eurojust corresponds to an investigation already opened by the EPPO or to a case file already transferred by the EPPO to the competent national authorities, the EPPO shall also inform Eurojust without undue delay of its decision.

Article 8

Transmission and execution of judicial cooperation requests and decisions

Pursuant to Article 100(2)(b) of the EPPO Regulation, in the framework of EPPO investigations involving Member States that do not take part in the establishment of the EPPO, the EPPO may invite the Eurojust's National Member concerned by the case to provide support in judicial cooperation matters.

The EPPO may also request the support of Eurojust in transnational cases involving third countries.

Article 9

Mutual support on operational matters

1. Where relevant, in transnational cases involving Member States that do not take part in the establishment of the EPPO or third countries, the EPPO may request Eurojust to provide support for:
 - a. The organisation of coordination meetings;
 - b. The carrying out of coordinated simultaneous investigations (coordination centres);
 - c. The setting up of joint investigation teams and their operations;
 - d. The prevention and solving of conflicts of jurisdiction.
2. In operational matters relevant to the EPPO's competence, Eurojust may, where appropriate, request the EPPO to provide support.

Article 10

Channels of communication

1. When transmitting operational information to Eurojust, the EPPO shall contact the National Member(s) concerned by the case. Operational information may also be transmitted to a designated contact point at Eurojust to facilitate the identification of the recipient(s) at Eurojust and to support the identification of possible links between cases.
2. When transmitting operational information to the EPPO, Eurojust shall address the Central Office or the relevant European Delegated Prosecutor.

Article 11

Communication with the media

In relation to EPPO investigations involving Member States that do not take part in the establishment of the EPPO or third countries conducted with the support from Eurojust,

communication with the media shall take place in agreement between the Parties and, where necessary, the Member States or third countries concerned.

CHAPTER III INSTITUTIONAL AND ADMINISTRATIVE COOPERATION

Article 12 High-level meetings

1. The European Chief Prosecutor and the President of Eurojust shall meet at least once a year to discuss issues of common interest and agree on strategic directions for enhancing their cooperation.
2. The Parties shall alternate each other in the organisation of the meetings, which shall take place at the premises of the inviting Party or, if that is not feasible, by electronic means including videoconference.

Article 13 Liaison teams

1. Each Party shall establish a liaison team.
2. Liaison teams shall meet at least once a year, either physically or by electronic means including videoconference, to discuss and coordinate institutional and operational matters of general interest, and to assess the practical implementation of this Working Arrangement and of the relevant provisions in the applicable Regulations. The Parties shall take turns in chairing the meetings of the Liaison Teams.
3. The liaison teams shall prepare the high-level meeting referred to in Article 12 and the reviews of this Working Arrangement in accordance with Article 29.
4. Each Party shall designate the members of its liaison team and inform each other accordingly. Other persons may be invited to attend meetings of the liaison teams when required.
5. Each Party shall designate an entry point for contacts at working level.

Article 14 Attendance of Eurojust College and Executive Board meetings

1. Eurojust shall inform the EPPO of meetings of its College and Executive Board, in accordance with the procedure established in Articles 5(5)(c) and 11(4) of the Rules of Procedure of Eurojust.
2. Pursuant to Article 5(5)(c) of the Rules of Procedure of Eurojust, the President shall assess the agenda of the meetings of the College with the purpose of identifying issues that are of relevance for the exercise of the tasks of the EPPO. The President shall invite a representative of the EPPO to attend those meetings without the right to vote. The President shall provide the representative of the EPPO with the relevant documents supporting the agenda.
3. Pursuant to Article 11(4) of the Rules of Procedure of Eurojust, the President shall send to the European Chief Prosecutor the agenda of the Executive Board meetings and

consult with him/her on the need to participate in those meetings. The President shall invite a representative of the EPPO to participate in Executive Board meetings, without the right to vote, whenever issues are discussed which are of relevance for the functioning of the EPPO, in accordance with Article 16(8) of the Eurojust Regulation.

Article 15 **Exchange of strategic information and trainings**

1. The Parties may exchange information of strategic nature, such as trends and challenges, lessons learned and other observations and findings related to their respective activities, which could support their work.
2. The Parties may invite each other to seminars, workshops, conferences and other similar activities that are relevant to their respective areas of competence.

Article 16 **Provision of services of common interest to the EPPO**

1. Pursuant to Article 100(4) of the EPPO Regulation and Article 50(6) of the Eurojust Regulation, Eurojust may provide services of common interest to the EPPO that shall be regulated by means of a separate arrangement.
2. Subject to availability of resources and taking into account the mandates of the Parties, the arrangement referred to in paragraph 1 may also regulate cooperation between the Parties in the area of professional training.

CHAPTER IV **PROCESSING OF PERSONAL DATA**

Article 17 **General provisions**

1. Any exchange and further processing of personal data shall be in accordance with and based upon the Parties' respective legal frameworks.
2. The Parties shall keep a record of the transmission and receipt of data communicated under this Working Arrangement, including the grounds for such transmissions.

Article 18 **Privacy and data protection**

In respect of personal data exchanged pursuant to this Working Arrangement, the Parties shall ensure that:

- a. the personal data are lawfully and fairly processed;
- b. the personal data provided are adequate, relevant and not excessive in relation to the specific purpose of the request or transfer;
- c. the personal data are retained for no longer than is necessary for the purpose for which the data were provided or further processed in accordance with this Working Arrangement. Such necessity should be reviewed constantly in accordance with the respective legal frameworks of the Parties; and

- d. where there are grounds to believe that personal data may be inaccurate, possibly inaccurate personal data are without delay brought to the attention of the receiving Party in order that appropriate corrective action, where necessary, is taken.

Article 19 **Transmission of special categories of personal data**

1. Personal data revealing racial or ethnic origin, political opinions, religious or philosophical belief, trade union membership, genetic or biometric data for the purpose of uniquely identifying a person or concerning health, sexual life or sexual orientation may only be provided if they are strictly necessary and proportionate for a purpose set forth in Article 1 of this Working Arrangement.
2. The Parties shall take adequate safeguards, particularly appropriate technical and organisational security measures, to comply with the special sensitivity of the categories of personal data mentioned in paragraph 1 of this Article and to ensure no discrimination of any natural person on the basis of such personal data.

Article 20 **Rights of data subjects**

1. The Parties shall consult each other before taking any decision regarding an individual's request for access, rectification, restriction or erasure of personal data which had been processed in the context of this Working Arrangement to ensure that any reasons for the restrictions raised by the other Party are properly considered.
2. As far as Eurojust is concerned, it should ensure that, where relevant, the view of the national authorities who initially provided the personal data to Eurojust is properly considered.

Article 21 **Time limits for the storage of personal data**

Personal data shall be stored for no longer than is necessary for the achievement of the purposes of this Working Arrangement or for the purposes for which the data were collected or further processed according to Article 1 of this Working Arrangement. Such necessity should be reviewed constantly in accordance with the respective legal frameworks of the Parties.

Article 22 **Data security**

1. The Parties ensure that the necessary technical and organisational measures are utilised to protect personal data received under this Working Arrangement against accidental or unlawful destruction, accidental loss or unauthorised disclosure, alteration, access or any unauthorised form of processing. The Parties particularly ensure that only those authorised to access personal data can have access to such data.
2. The Parties shall inform each other of any security incidents, and in particular, data breaches, which are related to data exchanged in the context of this Working Arrangement.

Article 23
Onward transfers

In the case of an onward transfer, including to Union bodies and agencies, Member States, third countries and international organisations, the transferring Party shall obtain the prior explicit authorization of the other Party in general terms or subject to specific conditions. Such prior authorization may only be given when allowed under the applicable legal framework of the Party from which the data originate.

Article 24
Exchange and protection of classified information

1. The security procedures for exchanging and protecting classified information exchanged between the Parties shall be set out in an instrument on the exchange and protection of classified information agreed between the Parties.
2. Without prejudice to any other provisions of the respective legal frameworks of the Parties permitting exceptional transfers of classified information, exchange of classified information is conditional upon the conclusion of the instrument on the exchange and protection of classified information

CHAPTER V
FINAL PROVISIONS

Article 25
Technical implementation

The Parties may agree on appropriate technical and practical measures for the implementation of this Working Arrangement, where so required for the purposes of exchanging information or implementing provisions of the respective legal frameworks. This may take the form of a separate instrument.

Article 26
Public access to documents of the Parties

1. The Parties shall consult each other before taking any decision regarding a person's request on access to documents that either of the Parties received from the other Party on the basis of this Working Arrangement.
2. The Party-author consulted shall have a deadline for reply that enables the other Party to comply with its own deadlines for reply, but not shorter than five working days. In the absence of a reply from the Party-author in the prescribed deadline, the Party requested to grant access to a document originating from the other Party shall proceed in accordance with its own rules on public access to documents, taking into account the legitimate interest of the Party-author on the basis of the available information.
3. The provisions of paragraphs 1 and 2 shall not apply when the Party-author has already disclosed the document or it has agreed in writing with the disclosure of that document.

Article 27

Liability for the unauthorised, incorrect or inaccurate processing of data

1. Each Party shall be liable, in accordance with its respective legal framework, for any damage caused to an individual because of unauthorised, incorrect or inaccurate processing of data carried out by it.
2. Neither Party may plead in any proceedings brought against it that the other Party had transmitted inaccurate information. If a Party is bound to pay amounts awarded as compensation for damages to an injured party, and the damages are due to a failure of the other Party to comply with its legal obligations to transmit accurate information and data, the latter shall be bound to repay, on request, these amounts. In case no agreement can be reached on the determination and compensation of damages between the Parties, the issue shall be settled in accordance with the procedure laid down in Article 30.
3. The Parties shall not require each other to pay for punitive or non-compensatory damages under paragraph 2 of this Article.

Article 28

Expenses

The Parties shall bear their own expenses that arise in the course of implementation of this Working Arrangement.

Article 29

Review of implementation

1. The Parties shall carry out every second year a joint review of the implementation of this Working Arrangement.
2. If during the review, the Parties identify areas that require further consideration, recourse may be made to the settlement of disputes under Article 30 of this Working Arrangement.

Article 30

Settlement of disputes

1. The Parties shall promptly meet at the request of either Party to solve amicably any disputes concerning the interpretation or implementation of this Working Arrangement that may affect the cooperative relationship between the Parties.
2. In the event of serious failings of either Party to comply with the provisions of this Working Arrangement, or is a Party of the view that such a failing may occur in the near future, either Party may suspend the application of this Working Arrangement temporarily, pending the application of paragraph 1. Obligations inherent upon the Parties under the Working Arrangement will nonetheless remain in force.
3. If a dispute cannot be settled by means of consultation in accordance with paragraph 1, either Party may request entering into negotiations for the amendment of this Working Arrangement in accordance with Article 31.

Article 31 Amendments

1. This Working Arrangement may be amended in writing at any time by mutual consent between the Parties. Any amendment must receive the approval in line with the Parties' respective legal frameworks.
2. Such amendment shall enter into force on the day following the date upon which the Parties notify each other of the completion of their internal requirements.

Article 32 Entry into force

This Working Arrangement shall enter into force on the day following the date of its signature.

Article 33 Termination

1. This Working Arrangement may be terminated in writing by either Party with three months' notice.
2. In case of termination, the Parties shall reach agreement on the continued use and storage of the information that has already been communicated between them.
3. Without prejudice to paragraph 1, the legal effects of this Working Arrangement shall remain in force.

Done in duplicate in the English language.

For the European Public Prosecutor's Office

For Eurojust



Laura Codruța Kövesi
European Chief Prosecutor

Done at Luxembourg
on 04 / 02 / 2021



Ladislav Hamran
President of Eurojust

Done at The Hague
on 11 / 02 / 2021