

MEMORANDUM OF UNDERSTANDING
on the secure communication line between the European
Public Prosecutor's Office and the European Union
Agency for Law Enforcement Cooperation

The European Public Prosecutor's Office,

represented for the purposes of this Memorandum of Understanding by Ms Laura Kövesi, European Chief Prosecutor, and hereafter referred to as 'EPPO',

and

the European Union Agency for Law Enforcement Cooperation,

represented for the purposes of this Memorandum of Understanding by Ms Catherine De Bolle, Executive Director, and hereafter referred to as 'Europol',

hereafter collectively referred to as the 'Parties' or individually as the 'Party',

Having regard to the Working Arrangement establishing cooperative relations between the European Public Prosecutor's Office and the European Union Agency for Law Enforcement Cooperation of January 2021 (hereafter referred to as "the Arrangement"),

Whereas the exchange of information between the Parties on the basis of the Arrangement requires the establishment of a secure communication line between them,

Have agreed as follows:

Article 1
Purpose and scope

1. The purpose of this Memorandum of Understanding is to regulate the establishment, implementation, operation, replacement and dismantling of the secure communication line for the exchange of information.
2. The exchange of information between the Parties shall only take place in accordance with the Parties' respective legal frameworks and the relevant provisions of the Arrangement.
3. The exchange of classified information between the Parties using the secure communication line shall be permitted in so far as an Arrangement on the exchange and protection of classified information exists between the EPPO and Europol. In the absence of such an Arrangement, the exchange of classified information may be permitted in accordance with the Europol Security Rules adopted on the basis of Article 67(2) of the Regulation (EU) 2016/794 (the Europol Regulation).

Article 2
Definitions

For the purpose of this Memorandum of Understanding:

- a) 'Demarcation point' means the interface between the Europol Operations Network and the EPPO's network where the operational control and ownership of the communication facilities passes from one Party to the other;
- b) 'Europol Network' means collectively the set of ICT networks used for operational or administrative purposes, in accordance with Europol's legal framework;
- c) 'Security baseline' means the minimum security requirements to be applied to the interconnected systems of both Parties.

Article 3
Contact points

Each Party shall designate a contact point for any matters related to the technical implementation of this Memorandum of Understanding.

Article 4
Code of Connection

1. The Parties shall implement the minimum security controls established in the 'Code of Connection with Europol Information Systems' (hereafter referred to as 'the CoCo').
2. The CoCo shall be signed by the officials responsible for establishing and implementing the security requirements for both Parties.
3. If the Parties make an onward interconnection to any other network, such a connection shall be subject to reaching agreement as regards respect for principles and requirements equivalent to those established in this CoCo.

4. A Party shall not interfere with the ICT equipment of the other Party unless specifically instructed in writing by the other Party or in case of emergency.
5. Should a serious security incident occur, the Party concerned shall inform the other Party without delay and shall take all measures necessary to protect the confidentiality and integrity of the information exchanged and of the system, also considering disconnecting from the other Party's system to prevent the further spread of any infection.
6. Before any modifications to the interconnections or the systems impacting a Party's network are implemented, relevant information and sufficient advance notice shall be provided in writing to the other Party's contact point. Should a meeting be required to discuss the modifications, it shall take place prior to their implementation.

Article 5

General provisions and obligations

1. The Parties shall use the interconnected systems only for the purpose of the Arrangement and in accordance with the provisions of this Memorandum of Understanding.
2. Each Party shall be responsible for the security of its own systems from the demarcation point onwards.
3. The Parties shall not perform any type of tests, vulnerability scans or intrusion attempts into the other Party's system without prior written authorisation of the other Party.
4. Without prejudice to Article 4(5), the Parties shall share information pertaining to threats and vulnerabilities that may interfere with each others' systems.
5. All the equipment required to establish the communication line up to the demarcation point of Europol Network, shall be supplied by and remain the property of Europol.
6. Europol's equipment installed at the premises of the EPPO shall remain the property of Europol. The EPPO's own equipment installed at the premises of Europol shall remain the property of the EPPO.
7. Each Party shall be responsible for the installation, maintenance, replacement and decommission of its own equipment. Requests for support may be made by the system administrators of each Party's respective network in order to facilitate support and maintenance issues. A procedure to handle such requests may be agreed upon in writing by the Parties.
8. Europol shall be responsible for the establishment of the secure communication line. To this end, the EPPO shall, in accordance with the applicable procedures, provide access for any personnel designated by Europol to the relevant areas of its premises. In case a malfunction is detected by the EPPO, Europol designated personnel shall be the first line of technical assistance.
9. Each Party's equipment shall be dismantled upon termination of this Memorandum of Understanding. Europol shall be responsible for the dismantling of its own equipment installed on the premises of the EPPO. A

Party shall, in accordance with the applicable procedures, provide access for any personnel designated by the other Party for the dismantling of its own equipment.

10. The Parties shall ship to each other the respective dismantled equipment without delay. To this end, practical arrangements shall be agreed upon in writing by the Parties, without prejudice to Article 6(4).

Article 6 Distribution of costs

1. In accordance with its procurement rules, Europol shall purchase all goods or equipment and provide related services necessary for the establishment, implementation, operation, replacement and dismantling of the secure communication line, up to the demarcation point.
2. The costs of the establishment, maintenance and replacement of the secure communication line shall also be borne by Europol.
3. Each Party shall bear the cost related to their respective Internet connectivity required to establish the secure communication line.
4. Should any of the Parties need to relocate the secure communication line, the costs thereof shall be borne by this Party.
5. The costs for the dismantling of the secure communication line in accordance with Article 5(9) shall be borne by Europol. Each Party shall bear the costs for the dismantling and shipping of its own equipment in accordance with Article 5(10).

Article 7 Liability and settlement of disputes

1. Without prejudice to Article 16 of the Arrangement, a Party shall be liable for any damage caused to the other Party as a result of the wrongful actions relating to the establishment, implementation, operation, replacement and dismantling of the secure communication line. In such cases, the Parties shall endeavour to find an equitable solution to compensate for any damage suffered.
2. The costs incurred defending a third party action, claim or proceedings and the compensation paid by a Party to a third party for any damage in connection with this Memorandum of Understanding shall be reimbursed, upon request, by the other Party, if they were caused by an intentional or negligent action or omission on the part of the other Party. The Parties shall assist each other and endeavour to find an equitable solution for the reimbursement.
3. Any dispute between the Parties concerning the interpretation or application of this Memorandum of Understanding shall be settled in accordance with Article 17 of the Arrangement.

**Article 8
Amendments**

Amendments to this Memorandum of Understanding shall be mutually agreed upon by exchange of letters between the Parties.

**Article 9
Suspension**

In the event that a Party substantially deviates from the provisions of this Memorandum of Understanding, the secure communication line or specific services between the two networks may be suspended unilaterally by the other Party upon written notification, until the issues are resolved.

**Article 10
Termination**

1. The Memorandum of Understanding may be terminated, upon three months' written notification, by each Party.
2. Without prejudice to paragraph 1, the legal effects of this Memorandum of Understanding shall remain in force.

**Article 11
Entry into force and signatures**

This Memorandum of Understanding shall enter into force on the day of the last signature.

Signed in duplicate.

For the EPPO

Laura Kövesi

European Chief Prosecutor



Done at Luxembourg

on 25 / 11 / 2021

For Europol

Catherine De Bolle

Executive Director



Done at The Hague on

on 16 / 11 / 2021