



WORKING ARRANGEMENT
between
THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE
and
THE ITALIAN GENERAL PROSECUTOR'S OFFICE OF THE COURT OF AUDITORS

The European Public Prosecutor's Office (hereinafter: "the EPPO") and the Italian General Prosecutor's Office of the Court of Auditors (in Italian: "Procura Generale presso la Corte dei conti"), together referred to as "The Parties",

Having regard to Articles 86 and 325 of the Treaty on the Functioning of the European Union (TFEU),

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 Regulation'),

Having regard to the function and the role of the Italian General Prosecutor's Office of the Court of Auditors, enshrined in Article 103(2) of the Italian Constitution, and especially to its independence,

Having regard in particular [to] the mandate of the Regional Prosecutor's Offices of the Italian Court of Auditors to investigate and prosecute before the Jurisdictional Chambers of the Court of Auditors, under the coordination of the General Prosecutor, illicit behaviours that caused harm to the financial interest of public institutions, including the European Union,

Considering that it is within the common interest of the General Prosecutor's Office of the Court of Auditors and the EPPO to establish a close cooperation, in order to make the fight against fraud, corruption and any other criminal offence or illegal activity adversely affecting the European Union's financial interests as efficient as possible,

Agree to the following Working Arrangement (hereinafter "Working Arrangement"):

Article 1
Purpose and scope

1. This Working Arrangement aims to provide a structured framework for cooperation between the EPPO and the Italian General Prosecutor's Office of the Court of Auditors.
2. This Working Arrangement, which only concerns the relations between the EPPO and the General Prosecutor's Office of the Court of Auditors, is not intended to create any additional rights and obligations and is without prejudice to the provisions governing the mandate of the EPPO or of the General Prosecutor's Office of the Court of Auditors.
3. This Working Arrangement aims to establish and maintain a cooperative relationship between the Parties.

Article 2
Exchange of information

1. Without prejudice to the obligations of the Parties pursuant to Articles 24(1), 36(6) and 39(4) of the EPPO Regulation, the EPPO and the General Prosecutor's Office of the Court of Auditors will exchange information also in the following cases:
 - a) The General Prosecutor's Office of the Court of Auditors, either directly or via the Regional Prosecutor's Office in charge of the investigation, will inform the EPPO of any credible allegations of fraud, irregularities or any other misconduct affecting the financial interests of the Union, of non-criminal nature, when:
 - I. The misconduct caused or it is likely to cause damage to the Union's financial interests of at least EUR 100 000
 - II. The case might have repercussions at Union level
 - III. Officials or other servants of the Union, or members of the institutions of the Union, are suspected of being responsible of the misconduct; or
 - IV. The misconduct has a cross-border dimension involving at least two participating Member States.
 - b) The EPPO will inform the competent Regional Prosecutor's Office and the General Prosecutor's Office of the Court of Auditors of any investigations, in respect of which the EPPO exercised its competence, which could entail a damage to the financial interest of the Member State or of the European Union, in order to enable the initiation of an investigation necessary for the possible filing of the indictment before the Court of Auditors and for the purpose of recovery.
2. Upon the other party's request or at its own initiative, each Party may transfer to the other Party specific documents part of the respective case-file.
3. The EPPO will inform the other Party respecting the applicable rules on confidentiality of the criminal investigations, in accordance with the Regulation and the applicable national legislation on the secrecy of pre-trial investigations.
4. Each Party can put on hold the exchange of information in case this may hamper ongoing investigations, or may jeopardise the security of individuals.

Article 3

Access to relevant information in the General Prosecutor's Office of the Court of Auditors' databases

In accordance with Article 43 of the Regulation, upon a reasoned request addressed to the contact person specifying the relevant information needed, the competent Prosecutor's Office of the Court of Auditors will provide the EPPO with an immediate access to the relevant information in its databases or secure such information for later collection.

Article 4 Coordination in case-related matters

1. When, following the exchange of information foreseen in this agreement, the EPPO and the Prosecutor's Office of the Court of Auditors in charge of the investigations respectively carry out connected investigations, the Parties will coordinate each other in respect of investigative actions.
2. The Parties may invite each other to participate on a peer-to-peer basis to coordinating meetings or other coordinating initiatives.

Article 5 Contact persons

1. The Parties shall designate contact points for exchange of information and operational cooperation. They shall notify each other of such designation by means of exchange of letters.
2. Any subsequent change of the designated contact points will be notified without delay in writing.

Article 6 Training and workshops

1. The Parties will cooperate on training in areas of common interest, as appropriate.
2. Training programs of the General Prosecutor's Office of the Court of Auditors and of the EPPO may be open to participation of the staff of the other party
3. The General Prosecutor's Office of the Court of Auditors and the EPPO may exchange trainers and organise joint training activities

Article 7 Confidentiality, use of information by the partners and in relation to third parties

1. Information communicated or acquired under this arrangement is protected by professional secrecy in accordance with Article 108 of the EPPO Regulation and in accordance with the Italian Law, and is treated in accordance with the relevant rules on confidentiality
2. The EPPO and the General Prosecutor's Office of the Court of Auditors will not exchange information if disclosure to the other Party is prohibited by the law governing the Party possessing the information.

Article 8 Data Protection

1. Personal data may only be processed by the EPPO and the General Prosecutor's Office of the Court of Auditors in full compliance with the data protection framework respectively applicable to such processing. Any personal data processed by the EPPO or by the General Prosecutor's Office of the Court of Auditors shall be processed only in compliance with the principles of lawfulness and fairness, data minimisation, accuracy, storage limitation, integrity and confidentiality and accountability. Both Parties shall ensure that all receipts of personal data, as well as any transfers thereof, are duly logged and traceable, including, where required in line with these or other implementing rules, the grounds for their transfer. No personal data shall be kept longer than necessary for the purpose for which it has been processed, or than required due to other legal obligations.
2. At the moment that the Parties exchange personal data for investigative purposes, and the relevant data subject has already been notified of the processing of their data by the transmitting party, this shall be notified to the receiving party while respecting applicable rules on confidentiality of investigations.
3. As soon as one of the Parties becomes aware of a data breach concerning personal data transmitted on the basis of the present arrangement, it should inform the other Party accordingly, while respecting applicable rules on confidentiality of investigations. The communication should describe the nature of the personal data breach as well as any remedial action taken, as appropriate.
4. Personal data shall be transmitted with a purpose and shall not be processed in a manner incompatible with the purpose for which it was transmitted.
5. Any restriction on the use of information exchanged, or instructions relating to deletion or destruction, including possible access restrictions in general or specific terms, shall be respected by the Parties.

Article 9 Expenses

The Parties shall bear their own expenses which arise in the course of implementation of the present arrangement, unless otherwise stipulated.

Article 10 Amendments and supplements

This Working Arrangement may be amended in writing at any time by mutual consent between the Parties.

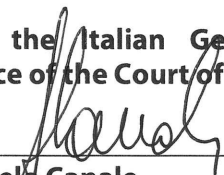
Article 11 Entry into force

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

Done at Luxembourg on 13/09/2021, in two originals in the English and Italian language.

For the EPPO, 

Laura Codruța KÖVESI
European Chief Prosecutor

For the Italian General Prosecutor's
Office of the Court of Auditors,


Angelo Canale
General Prosecutor