

WORKING ARRANGEMENT
BETWEEN
THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE ("EPPO") AND THE
PROSECUTOR'S GENERAL OFFICE OF THE REPUBLIC OF BULGARIA
("PGO") ON COOPERATION IN RELATION TO THE RIGHTS AND DUTIES OF
THE EUROPEAN DELEGATED PROSECUTORS

The European Public Prosecutor's Office (hereafter referred to as "the EPPO") and the Prosecutor's General Office of the Republic of Bulgaria (hereinafter referred to as "the PGO"), together referred to as "The Parties",

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

Having regard to the Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office (hereafter "the EPPO Regulation"),

Having regard the EPPO College Decision 2020/001 of 29 September 2020 laying down rules on Conditions of employment of the European Delegated Prosecutors, hereinafter referred to as "CEEDP", and in particular Articles 8-16 thereof,

Taking into account the scope of their respective missions and mandates,

Have agreed as follows:

Chapter I
General provisions

Article 1

Purpose

Within the limits of their respective competences and in accordance with European Union and Bulgarian law, the EPPO and the PGO agree to cooperate in the exercise of the rights and duties of the European Delegated Prosecutors (hereinafter referred to as "the EDP").

Article 2

Scope

The Parties shall cooperate mainly in the following ways:

- by exchanging the information required for the calculation of the social security contributions;
- by exchanging the information required for the payment of the sick leave entitlements of the EDP;
- by exchanging the information required for the calculation of the annual leave entitlements of the EDP;
- by providing other type of mutual support in the functioning of the EPPO decentralised level in Bulgaria.

Chapter 2

Exchange of information and data

Article 3

Information for the calculation of social security contributions

Any information needed by the PGO for the calculation of social security contributions concerning the individual EPPO remuneration of a Bulgarian EDP shall be requested to the concerned EDP directly.

If further information that could not be provided by the EDP is needed, the PGO shall approach the EPPO, through the Contact Points established in Article 9.

Article 4

Information about sick leave absences

The Parties shall exchange all necessary information about the EDP's sick leaves.

Article 5

Information for the calculation of the annual leave

The Parties shall exchange all necessary information for the purpose of calculating annual leave entitlements of the EDP.

Article 6

Operational costs for the EPPO's investigations

The Parties acknowledge that the costs for the EPPO's investigations in Bulgaria will be covered from the PGO and EPPO budgets respectively, in accordance with the rules provided for in Article 91(5-6) of the EPPO Regulation.

Article 7

Support by the PGO to the decentralised level of the EPPO

1. The PGO will ensure adequate financial and human resources, including necessary infrastructure, for proper functioning of the decentralised level of the EPPO in Bulgaria.
2. The Parties shall exchange any necessary information that might be needed in application of Article 96(6) of the EPPO Regulation.

Article 8

Participation of the EDP in training courses organised by the PGO

The Parties agree that the EDP may participate in training and educational courses organised by the PGO in accordance with the relevant rules applicable for the PGO.

Article 9

Contact points

1. For the purpose of this Working Arrangement, the Parties agree on the following contact points:
 - for the EPPO, the Administrative Director;
 - for the PGO - General Secretary, Administration of the Chief Prosecutor.
2. The Parties shall provide each other with up-to-date information regarding the details of the contact points.

Chapter III

Confidentiality and data protection

Article 10

Confidentiality, use of information by the Parties and in relation to third parties

1. Information communicated or acquired under this working arrangement is protected in accordance with Article 108 of the EPPO Regulation and in accordance with the law of the Republic of Bulgaria.
2. The EPPO and the PGO will not exchange information, if disclosure to the other Party is prohibited by the law governing the Party possessing the information.

Article 11

Data Protection

1. Personal data may only be processed by the EPPO and the PGO in full compliance with the respectively applicable data protection framework applicable to such processing. Any personal data processed by the EPPO or by the PGO 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 Parties exchange personal data for investigative purposes, and the relevant data subject has already been notified of the processing of his/her data by the transmitting Party, this shall be notified to the receiving Party.

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. 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.

Chapter IV

Final provisions

Article 12

Expenses

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

Article 13

Amendments and supplements

This working arrangement may be amended and supplemented in writing by mutual consent between the Parties.

Article 14

Entry into force

This working arrangement shall enter into force on the date of the last signature.

Done at Luxembourg on 09/09/2021 and at Sofia on 13.09.21, in two originals in the English and Bulgarian language.



For the EPPO,

Laura Codruța KÖVESI

European Chief Prosecutor



EUROPEAN
PUBLIC
PROSECUTORS
OFFICE



For the PGO,

Ivan GESHEV

**Prosecutor General of the
Republic of Bulgaria**

