



EUROPEAN
PUBLIC
PROSECUTOR'S
OFFICE



**WORKING ARRANGEMENT
BETWEEN
THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE (EPPO)
AND
THE GUARDIA DI FINANZA OF THE ITALIAN REPUBLIC
ESTABLISHING COOPERATION ON TRAINING ACTIVITIES**

The European Public Prosecutor's Office ('EPPO') and the Guardia di Finanza, individually referred to as "the Participant" and collectively as "the Participants",

HAVING REGARD TO Article 86 of the Treaty on the Functioning of the European Union and Regulation (EU) 2017/1939 of the Council of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office (the "EPPO");

CONSIDERING Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, concerning the protection of individuals with regard to the processing of personal data, as well as the free movement of such data, and repealing Directive 95/46/EC, applicable as regards personal data processed by the Guardia di Finanza;

CONSIDERING Regulation (EU) 2018/1725 of the European Parliament 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, applicable as regards the administrative personal data processed by the EPPO;

CONSIDERING that the Economic – Financial Police School is a center of higher education and a recognized center of culture and research in legal - economic matters both by the collateral counterparts of numerous foreign Countries and by leading international Organizations such as Frontex, CIAT, CEPOL and FATF;

in order to establish cooperation on joint training activities for prosecutors, judges, and law enforcement officials from Member States (hereinafter "national officials"), as well as for European Prosecutors, European Delegated Prosecutors and staff indicated by the EPPO (hereinafter "EPPO post-holders"), through the launching of a training programme under the aegis of the so called project "EPPO Academy",

HAVE ENTERED INTO THE FOLLOWING ARRANGEMENT

Article 1 (Scope)

1. This Working Arrangement provides the framework for the cooperation between the Participants in the EPPO training programme called "EPPO Academy" in order to implement training courses, conferences, seminars and other training activities for national officials and EPPO post-holders.

This Working Arrangement is without prejudice to other training activities organised with other partners within this EPPO programme.

2. The activities conducted under this Working Arrangement are subject to inclusion in each Participant's budgets and working programmes, as well as the availability of respective funds. They shall be implemented in compliance with the rules and practices of the Participants.
3. The identification of macro objectives and topics for the above-mentioned training activities are under the responsibility of the EPPO. The Direction of the School of Guardia di Finanza provides an outline of the training programmes, identifies the trainers, defines the calendars for the activities to be hosted at its premises under advice and support of the EPPO. Potential participants are proposed by the EPPO.

Article 2 (Location of the training activities)

The training activities take place at the Economic – Financial School of Guardia di Finanza in Lido di Ostia – Rome (hereinafter referred to as SPEF) in a facility provided and financed by the Guardia di Finanza or at the EPPO premises in Luxembourg, as well as at other venues agreed by the Participants.

Article 3 (Costs)



1. Subject to availability of funds, the EPPO is in charge of the following costs:
 - a) salaries and related allowances of EPPO post-holders;
 - b) transportation from the seat of EPPO or from the EPPO's decentralised structures to the venue of the training activities carried out under this Working Arrangement, except the costs covered by the Guardia di Finanza pursuant to paragraph 2 g) of this Article;
 - c) participation of EPPO post-holders and external consultants in the activities carried out under this Working Arrangement;
 - d) participation of experts in the training events carried out under this Working Arrangement, with the exception of those that are staff and consultants of the Guardia di Finanza;
 - e) development and delivery of the training activities carried out under this Working Arrangement;
 - f) preparation and production of training materials;
 - g) where required and agreed on a case by case basis, translation of material and interpretation into languages other than Italian;
 - h) where applicable, organisation of training activities at other venues agreed by the Participants.
2. The Guardia di Finanza provides the facilities for the activities carried out under this Working Arrangement in Italy and finances, within the limits of available financial resources:
 - a) the organisation of the training activities;
 - b) the equipment, including photocopying machines, PCs, printers and related costs of maintenance, use and replacement, and free internet;
 - c) salaries and other related allowances of the administrative staff of Guardia di Finanza assigned to the training activities under this Working Arrangement;
 - d) the participation of Guardia di Finanza personnel in the training activities (whether as instructors / experts and in other cases);
 - e) the translation of material into Italian (when required);
 - f) interpretation into Italian (when required);
 - g) transportation in Italy for the staff and participants from Roman airports and railway stations to SPEF and vice versa, as well as transportation for the external visits foreseen in Rome under each activity's programme, within the limits of what has been agreed between the Participants and is part of the training offer;
 - h) all other costs strictly linked with the organization and implementation of training activities (other than those borne by the EPPO pursuant to article 3, par. 1) and "on the job" training activities to be held at Guardia di Finanza's premises.



3. The Participants cover the costs under paragraph 1 and 2 in compliance with the respectively applicable financial rules.
4. Any amount to be charged to participants, course leaders, and instructors by the Guardia di Finanza with respect to accommodation and catering costs (e.g. breakfast, other meals, coffee breaks and other social events) is set out by the Guardia di Finanza in consultation with the EPPO no less than six (6) months before the start of the relevant event. The Guardia di Finanza invoices participants, course leaders and instructors accordingly.

Article 4 **(Protection of personal data)**

1. Concerning personal data protection, the Participants apply their respectively applicable legal framework, in particular, for the Guardia di Finanza, Regulation (EU) 2016/679 and, for the EPPO, the EPPO Regulation and Regulation (EU) 2018/1725.
2. The Participants cooperate and inform each other appropriately in the implementation of their respective obligations. This includes in detail the mutual:
 - a) information in case of any personal data breach occurring in relation to personal data exchanged under this arrangement;
 - b) consultation in case of data subject requests related to personal data exchanged under this arrangement, and specifically not to grant access prior to having consulted the other Participant;
 - c) information in case there are reasons to believe that personal data received or provided under this arrangement were or are inaccurate or incomplete, or should not have been transmitted, in which case the receiving Participant shall take the appropriate action.
3. Personal data are transmitted for a specific purpose and are not stored longer than necessary with regard to the purpose for which they are processed.

Article 5 **(Names, marks and logos)**

Neither Participant may use the marks or logos of the other Participant without the prior written consent of the other Participant. Neither Participant may use the name of the other Participant in a way that implies endorsement or authorship without the prior written consent of the other Participant.

Article 6
(Intellectual property)

The Participants recognize the importance of protecting and respecting intellectual property rights. This Working Arrangement does not grant the right to use materials belonging to, or created by, either Participant outside the framework of the collaborative activities contemplated by this Working Arrangement.

Article 7
(Disclosure)

1. The Participants may disclose to the public this Working Arrangement and information with respect to activities carried out under this Working Arrangement in accordance with the Participants' relevant policies.
2. Any sharing of confidential information between the Participants is subject to their respective policies and procedures relating to the disclosure of confidential information. Each Participant takes any action to protect confidential and/or classified information of the other Participant.

Article 8
(Amendments)

This Working Arrangement may be amended, in writing, upon mutual consent of the Participants.

Article 9
(Duration, Renewal and Termination)

1. This Working Arrangement takes effect after the signing of both Participants and will remain valid for a period of five (5) years. After this deadline, the Participants may agree in writing to further renew the Working Arrangement.
2. This Working Arrangement may be terminated by either Participant by providing six (6) months' prior written notice to the other Participant.
3. In such a case, the Participants agree, as appropriate, on the steps to ensure that the activities initiated under the Working Arrangement are brought to a prompt and orderly conclusion.



4. In case of termination, reduction or winding up of the training activities under this Working Arrangement because of lack of funding, all the costs deriving therefrom shall be borne according to Article 3 of this Working Arrangement.

Article 10 **(Administrative provisions)**

This Working Arrangement does not entail any new or additional costs for the public finance. The Participants provide for its implementation with the human, instrumental and financial resources available under current legislation and budgetary framework.

Article 11 **(Steering Committee and Points of Contact)**

1. The activities under this Working Arrangement are agreed by a Steering Committee, whose members are designated:
 - by the Head of Operations and College Support Unit of EPPO (or his/her delegate);
 - by the Chief of Staff of the General Headquarters of the Guardia di Finanza (or his/her delegate).

The Steering Committee has the overall responsibility for strategic decisions referred to this Working Arrangement, including responsibility for formulating work plans for activities to be undertaken pursuant to it.

2. Each Participant designates below its Point of Contact with overall responsibility for implementing this Working Arrangement:

For the Guardia di Finanza:

The Economic - Financial Police School
via delle Fiamme Gialle, 14/16
00122 Lido di Ostia (Rome)
tel.: +39 0656311
email: RM0470000P@PEC.GDF.IT

For the EPPO:

Operations and College Support Unit
11, Avenue John F. Kennedy, 1855 Luxembourg
Tel:
email: EPPO-supportservices@epo.europa.eu




Article 12
(Final provisions)

1. This Working Arrangement:
 - a) applies in full compliance of the national and international obligations applicable to the Participants and in accordance with EU law;
 - b) does not contradict, exceed or modify in any way the competences of the Participants, their statutory rules or any legislative provision applicable to them;
 - c) does not lead to emergence of legally binding obligations.
2. Any dispute on interpretation and application of this Working Arrangement is settled amicably through direct consultations and negotiations between the Participants.
3. The working language between the Participants shall be English.

Signed at ROMA, on 26/9/2023, in two originals, each in the Italian and English languages, all texts being equally authentic. In case of any divergence, the English text prevails.

For EPPO,

The European Chief Prosecutor



For the Guardia di Finanza,

The Commanding General

