



WORKING ARRANGEMENT

between

THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE

and

THE CZECH SUPREME AUDIT OFFICE

The European Public Prosecutor's Office (hereinafter: "the EPPO") and the Czech Supreme Audit Office (hereinafter: "the SAO"), together referred to as "The Parties",

Having regard to Article 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 EPPO Regulation"),

Having regard to the role of the SAO, enshrined in Chapter 5 Article 97 of the Constitution of the Czech Republic, and especially to its independence,

Considering that it is within the common interest of the SAO and the EPPO to establish a close cooperation and mutual support, in order to improve the level of protection of the financial interests of the European Union on the one side and to improve the audit of the management of funds provided to the Czech Republic from abroad and of funds for which the state has assumed guarantees on the other,

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 SAO.
2. This Working Arrangement, which only concerns the relation between the EPPO and the SAO, 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 SAO.
3. This Working Arrangement aims to establish and maintain a cooperative relationship between the Parties.

Article 2

Exchange of information

1. In accordance with Articles 24(1), 36(6) and 39(4) of the EPPO Regulation, the EPPO and the SAO will exchange information to the extent necessary to fulfil the purpose of this arrangement.
2. The Parties undertake to communicate to each other strategic information arising from their activities which are relevant to the exercise of the other Party's competence.
3. 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

Contact persons

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

Article 4

Training and workshops

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

Article 5

Confidentiality

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 Act No. 166/1993 Coll. On the Supreme audit office, and is treated in accordance with the relevant rules on confidentiality.
2. The EPPO and the SAO will not exchange information if disclosure to the other Party is prohibited by the law applicable to the Party in possession of the information.

Article 6

Data Protection

1. Concerning personal data protection, the Parties shall apply their respectively applicable legal framework.
2. The Parties shall cooperate and inform each other appropriately in the implementation of their respective obligations. This specifically includes:

- a. Informing each other in case of any personal data breach occurring in relation to personal data exchanged under this arrangement;
 - b. Consulting each other 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 party;
 - c. Informing each other 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 party shall take the appropriate action.
3. Personal data shall be transmitted with a purpose and shall not be processed in a manner incompatible with, or stored longer than necessary for, the purpose for which it was transmitted.
4. Other than where provision of personal data was mandatory based on existing legislative reporting obligations, 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 7

Expenses

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

Article 8

Amendments and supplements

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

Article 9

Notice period

This Working Arrangement may be terminated in writing by either Party with two months' notice.

Article 10

Entry into force

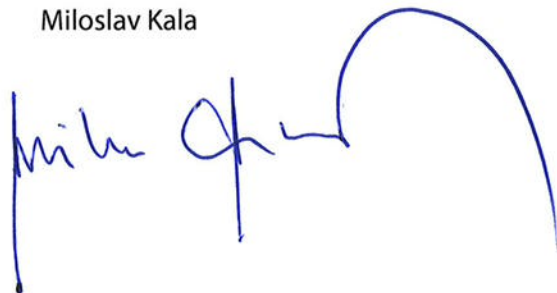
This Working Arrangement shall enter into force on the date of its signature.

Done at Luxembourg on 28 February 2024 in two originals in English and Czech languages, all texts being equally authentic.

For the EPPO,
The European Chief Prosecutor
Laura Codruța Kövesi

A handwritten signature in blue ink, consisting of several vertical strokes followed by a horizontal line and a small loop.

For the SAO,
The President
Miloslav Kala

A handwritten signature in blue ink, featuring a large, sweeping arch that starts from the left, goes up and over the right, and then comes back down.