



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE
AND
THE IBERO-AMERICAN ASSOCIATION OF PUBLIC PROSECUTORS**

MEMORANDUM OF UNDERSTANDING

**between the European Public Prosecutor's Office ('EPPO')
and the Ibero-American Association of Public Prosecutors ('AIAMP')**

The European Public Prosecutor's Office ('EPPO'), hereinafter referred to as "the EPPO", and the Ibero-American Association of Public Prosecutors, hereinafter referred to as "the AIAMP", hereinafter collectively to as "the Parties" or individually as "the Party",

Having regard the provisions of the Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office ('the EPPO'), hereinafter referred to as "the EPPO Regulation", and in particular the Articles 99 and 104 thereof,

Having regard to article 19 of the Ibero-American Association of Public Prosecutors' Statute of 2017, modified in 2022,

Considering the will of the Parties to establish a close cooperation, under their respective mandate to fight corruption, organised crime, money laundering, and other forms of serious crimes, as well as to enhance asset recovery,

Taking into account that the EPPO is an independent body of the European Union (EU) that investigates and prosecutes cases in the participating Member States,

HAVE AGREED AS FOLLOWS:

Article 1

Purpose

The purpose of this Memorandum of Understanding is to encourage and develop strategic cooperation between the Parties in fighting serious crime, particularly financial crime, corruption, and organised crime.

Article 2

Scope

(1) The Parties will cooperate, within the scope of their respective legal frameworks and mandates, in the following areas:

- Facilitation of the exchange of operational personal data (i.e. personal data related to ongoing investigations or prosecutions) between the EPPO and the Public Prosecutors Offices members of AIAMP in accordance with the applicable legal framework and international agreements on judicial cooperation in criminal matters.

- Exchange of strategic information, challenges and best practices in fighting serious crime falling within the competence of the Parties, as well as on judicial cooperation in criminal matters;
- Exchange of legal information concerning substantive and procedural criminal legislation;
- Organisation of training activities of common interests, including courses, seminars, conferences, and other similar arrangements;
- Organisation of awareness raising and knowledge building events on issues related to their respective mandate;
- Facilitation of communication between the EPPO and the Public Prosecutors Offices members of AIAMP, in order to ensure mutual understanding, as well as to ensure a correct application of the applicable international legal instruments with a view to adopt a joint strategy on transnational investigations;

Article 3

Relation to other international instruments

- (1) This Memorandum of Understanding shall be without prejudice to obligations incurred under the terms of any bilateral or multilateral agreement between the Parties.
- (2) Any exchange of operational personal data (i.e. personal data related to ongoing investigations or prosecutions) between the EPPO and the Public Prosecutors Offices members of AIAMP shall take place in accordance with their respective legal frameworks and, where applicable, the relevant international agreements on judicial cooperation in criminal matters.

Article 4

Contact Points

- (1) The Parties designate the following contact points, whose tasks will be to coordinate the cooperation between the Parties:
 - For the EPPO: Counsellor to the European Chief prosecutor for international relations, *eppo-international-cooperation@eppo.europa.eu* ; *EPPO-ExecutiveOffice@eppo.europa.eu*.
 - For the AIAMP: General Secretariat of the AIAMP, *aiamp.secretariageneral@fiscal.es*
- (2) The contact points will consult each other on strategic matters of common interest. In particular, within the limits of their respective frameworks, the Parties will regularly inform each other about activities and initiatives that may be of relevance to the other Party.

Article 5

Collaboration with AIAMP's Permanent Specialised Networks

- (1) For the purposes of this Memorandum of Understanding, the Parties will establish close cooperation within the permanent Specialised Networks established by AIAMP in the areas of interest for the EPPO, in particular:
 - AIAMP Criminal Cooperation Network (REDCOOP);
 - Ibero-American Network of Prosecutors against Corruption;
 - AIAMP Network of Prosecutors against Criminal Finances.
- (2) Each Specialised Network, under the AIAMP coordination, will designate one or more contact point(s), whose task will be to coordinate the cooperation between the Specialised Network and the EPPO, and to facilitate the communication between the EPPO and the relevant national authorities of AIAMP Members.

Article 6

Meetings and other events

- (1) The Parties may organise high-level meetings between the European Chief Prosecutor and the President of AIAMP and the General Secretariat, as well as technical meetings between EPPO post-holders and members of AIAMP.
- (2) The Parties may cooperate in organising training sessions on matters of common interest and they may invite each other to seminars, workshops, conferences and other similar activities that are mutually relevant.

Article 7

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.

Article 8

Consultations

The Parties shall consult each other regarding any matters that may lead to different interpretations of this Memorandum of Understanding.

Article 9

Expenses

Unless otherwise agreed on a case-by-case basis, the Parties shall bear their own expenses that arise in the course of implementation of this Memorandum of Understanding.

Article 10

Amendments

This Memorandum of Understanding may be amended in writing at any time by mutual consent between the Parties.

Article 11

Termination of the Memorandum of Understanding

This Memorandum of Understanding may be terminated in writing by either Parties with three months' notice.

Article 12

Entry into force

This Memorandum of Understanding shall enter into force on the date of its signature.

Done at Madrid on
being equally authentic.

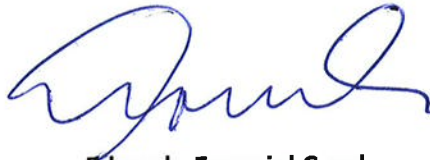
in two originals in English and Spanish languages, all texts

For the EPPO,



Ignacio de Lucas Martín
European Prosecutor

For the AIAMP,



Eduardo Ezequiel Casal
Prosecutor General of the Nation