



Working Arrangement between Eurojust and the Prosecutor General's Office of the Republic of Chile



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The European Union Agency for Criminal Justice Cooperation (hereinafter referred to as 'Eurojust'), represented for the purposes of this Working Arrangement by Ladislav Hamran, President of Eurojust; and

The Prosecutor General's Office, on behalf of the competent authorities of the Republic of Chile (hereinafter referred to as Chile) and represented for the purposes of this Working Arrangement by Ángel Valencia Vásquez, Prosecutor General,

hereinafter collectively referred to as the 'Parties', or individually as the "Party",

Having regard to Regulation (EU) 2018/1727 of the European Parliament and of the Council of 14 November 2018 on the European Union Agency for Criminal Justice Cooperation (Eurojust), and replacing and repealing Council Decision 2002/187/JHA¹ (hereinafter referred to as the "Eurojust Regulation"), and in particular Article 47(1) and (3), as well as Article 52 (1) and (2) thereof,

Having regard to the fact that the Prosecutor General's Office, as laid down in Article 83 of the Political Constitution of the Republic of Chile, and in Article 1 of its Constitutional Organic Law No. 19640, is an autonomous and hierarchical public body, whose exclusive function is to lead investigations into acts constituting a criminal offence, those which determine punishable participation and those proving the innocence of the accused, and, where appropriate, exercise public criminal action in the manner provided for by the law. It is also responsible for taking measures to protect victims and witnesses.

Having regard to the fact that, in accordance with Chilean law, any information, including that of a personal nature that is in the possession or knowledge of the Parties in relation to this Arrangement, must be treated with strict confidentiality and discretion, and must comply with the principles of data protection and the current legal regulations governing the Prosecutor General's Office, in the event that the Parties collect, receive, use, transfer or store any personal data in compliance with this Arrangement, this obligation remaining after the expiry or termination of this Arrangement,

In the constant search for tools, use of technologies and cooperation mechanisms that enable better institutional management,

Considering that the Executive Board of Eurojust was consulted on Eurojust's intention to conclude a Working Arrangement with the Prosecution General's Office of Chile on 13 May 2024 and gave a favourable opinion, and that the College approved its conclusion on 9 July 2024,

¹ OJ L 295, 21.11.2018, p.138. This Regulation has been amended by Regulation (EU) 2022/838 of the European Parliament and of the Council of 30 May 2022 (OJ L 148, 31.5.2022, p. 1–5) and by Regulation (EU) 2023/2131 of the European Parliament and of the Council of 4 October 2023 (PE/74/2022).

Considering the interests of both the Prosecutor General's Office of Chile and Eurojust in developing a close and dynamic cooperation to meet the present and future challenges posed by serious crime, particularly serious and organised crime and terrorism,

Considering the goal to conclude an international agreement between the European Union and the Republic of Chile on cooperation in criminal matters between Eurojust and the competent authorities of the Republic of Chile.

Respecting the fundamental rights and principles as reflected in the Charter of Fundamental Rights of the European Union and other international human rights instruments.

HAVE AGREED AS FOLLOWS:

CHAPTER I - GENERAL PROVISIONS

Article 1 Purpose and scope

1. The purpose of this Working Arrangement (hereinafter referred to as 'Arrangement') is to encourage and develop strategic cooperation between the Parties in combatting serious and organised crime and terrorism. This Arrangement does not constitute a legal basis for the exchange of personal data.
2. Cooperation between the Parties shall take place within the mandate of Eurojust. It may, in particular, include:
 - (a) The exchange of legal, strategic and technical information, including results of strategic analyses, information concerning substantive and procedural criminal legislation and practices, practical difficulties, best practices and lessons learned in judicial cooperation in criminal matters.
 - (b) Inviting each other to awareness raising and knowledge building events on issues related to their respective mandates and competences.
 - (c) Improving judicial cooperation in the field of criminal justice by facilitating the communication between the competent authorities of the Member States of the European Union and the Prosecutor General's Office of Chile.
 - (d) Ensuring mutual understanding and familiarisation with the requirements in cooperation in relation to serious and organised crime and terrorism, including with regard to the conclusion of an international agreement between the European Union and the Republic of Chile, allowing the systematic exchange of operational personal data.
 - (e) Exchanging best practices in fighting the most serious forms of crime.

Article 2 Relation to other international instruments

This Arrangement shall be without prejudice to any other obligations incurred under the terms of any bilateral or multilateral agreement between Chile and the European Union or any of its Member States that contains provisions governing judicial cooperation in criminal matters.

CHAPTER II - MODE OF COOPERATION

Article 3 Contact Point(s)

1. The Prosecutor General's Office of Chile shall appoint one or more Contact Points to coordinate cooperation with Eurojust and ensure that information is promptly shared with the relevant national authorities of Chile.
2. This appointment shall be duly notified to Eurojust in writing in accordance with its internal procedures. The Prosecutor General's Office of Chile shall inform Eurojust without delay of any change regarding this appointment.
3. Eurojust shall establish suitable mechanisms to ensure that the Contact Point(s) have efficient means to communicate with the Agency on operational and strategic matters.

Article 4

Functions of the Contact Points

1. Contact Points and Eurojust shall exchange information within the scope of this Arrangement without delay.
2. Contact Points may in particular be requested to:
 - (a) Ensure general communication, including on such matters as appointments, strategic exchanges, organisation of workshops, as well as of courtesy and study visits;
 - (b) Expedite, facilitate or coordinate the execution of requests for judicial cooperation, and follow-up on the status of specific requests, without prejudice to the transmission channels provided for in bilateral or multilateral instruments applicable between Chile and the EU Member States concerned;
 - (c) Enable direct contact with the competent authorities of Chile ;
 - (d) Clarify particular provisions of national legislation and provide legal advice related to the legal system of Chile;
 - (e) Advise on how to submit requests for judicial cooperation to Chile, including in urgent cases;
 - (f) Attend and facilitate the participation of the competent authorities of Chile in coordination meetings and coordination centres organised at Eurojust in cases involving Chile and EU Member States;
 - (g) Support the setting-up of and facilitate the participation of the competent authorities of Chile in joint investigation teams supported by Eurojust;
 - (h) Assist with resolving any issues that might arise in the framework of judicial cooperation between Eurojust and Chile.

Article 5

Functions of Eurojust

Eurojust may be called to:

- (a) Facilitate or coordinate the execution of requests for judicial cooperation, and follow-up on the status of specific requests, without prejudice to the transmission channels provided for in bilateral or multilateral instruments applicable between Chile and the EU Member State(s) concerned;
- (b) Enable direct contact with competent national authorities;
- (c) Clarify particular provisions of national legislation and provide legal advice related to the legal system of EU Members States;
- (d) Advise on how to submit requests for judicial cooperation to EU Members States, including in urgent cases;
- (e) Facilitate the participation of the competent authorities of Chile in coordination meetings and coordination centres organised at Eurojust in cases involving Chile;
- (f) Support the setting-up of and facilitate the participation of the competent authorities of Chile in joint investigations teams supported by Eurojust;
- (g) Assist with resolving any issues that might arise in the framework of judicial cooperation between Eurojust and Chile.

CHAPTER III - EXCHANGE OF INFORMATION

Article 6 Purpose and use

1. Exchange of information between the Parties shall only take place for the purpose of this Arrangement as established in Article 1(1) and in accordance with the respective legal frameworks of the Parties.
2. The Parties shall inform each other, at the moment of supply of information or before, of the purpose for which the information is supplied and of any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms. Where the need for such restrictions becomes apparent after the supply of the information, the Parties shall inform each other of such restrictions as soon as possible.
3. The use of information for a different purpose than that for which the information was transmitted shall be subject to the prior authorisation of the transmitting Party.

Article 7 Confidentiality

The Parties, in accordance with their respective existing legislation, shall be bound by an obligation of confidentiality in respect of information received in the implementation of this Arrangement. Any restriction imposed by the Parties or EU national authorities on the use of the information transmitted or received shall be respected, except when such information has already been made public or is accessible to the public.

Article 8 Onward transmission

1. Any information received by either Party under this Arrangement may only be transmitted onward to a third party with the prior written consent of the transmitting Party and subject to any conditions or restrictions indicated by that Party in accordance with its legal framework.
2. Prior written consent by the transmitting Party does not apply when the information is further shared by Eurojust with Union bodies listed in the Annex to this Arrangement or with authorities responsible in the Member States for investigating and prosecuting serious crime.

Article 9 Liability

1. If damage is caused to one Party or to an individual as a result of unauthorised or incorrect information processing under this Arrangement by the other Party, that Party shall be liable for such damage, in accordance with its respective legal framework.
2. Upon request, a Party shall be bound to pay back the other party, the amounts awarded as compensation for damages to an injured party due to failure to comply with its obligations under this Arrangement. In case of shared liability, if no agreement can be found on the amounts to be paid back between the Parties under this article the issue shall be settled in accordance with the procedure laid down in Article 12.

CHAPTER IV - FINAL PROVISIONS

Article 10 Amendments

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

Article 11 Expenses

Each Party shall bear their own expenses that may arise in the course of implementation of this Arrangement, unless otherwise agreed on a case-by-case basis.

Article 12 Settlement of disputes

1. Any disputes that may arise in connection with the interpretation or application of this Arrangement shall be settled by means of consultation and negotiation between the Parties with a view to finding an equitable solution.
2. In the event of a serious failing by either Party to comply with the provisions of this Arrangement, or if a Party is of the view that such a failing may occur in the near future, either Party may suspend the application of this Arrangement temporarily.

Article 13 Assessment of cooperation

At least once every two years, the Parties shall report to each other on the implementation of this Arrangement and propose methods for improvement.

Article 14 Termination

1. This Arrangement may be terminated by either Party upon three months written notification.
2. In case of termination, the Parties shall reach agreement under the conditions set out in this Arrangement on the continued use and storage of the information exchanged between them. If no agreement is reached, either Party is entitled to request the deletion of the information transmitted.

Article 15 Entry into force

This Arrangement shall enter into force on the first day following its signature by the Parties.

Done at The Hague, on 10th July 2024 in duplicate in English and Spanish. In the event of any discrepancies, both shall be considered official versions.

For the Prosecutor General's Office
of the Republic of Chile

For Eurojust

Ángel Valencia Vásquez
The Prosecutor General

Ladislav Hamran
The President

List of Union Bodies
(Article 8(2) of the Arrangement)

Union bodies that can get access to information (via Eurojust):

- European Central Bank (ECB)
- European Anti-Fraud Office (OLAF)
- European Border and Coast Guard Agency (Frontex)
- European Union Intellectual Property Office (EUIPO)
- Missions or operations established under the Common Security and Defence Policy, limited to law enforcement and judicial activities
- European Union Agency for Law Enforcement Cooperation (Europol)
- European Public Prosecutors Office (EPPO)
- European Union Agency for Law Enforcement Training (CEPOL)