

**WORKING ARRANGEMENT  
ON COOPERATION  
between  
THE PORTUGUESE NATIONAL ENTITY RECUPERAR PORTUGAL and  
THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE**

The Portuguese RRP coordinating body “Estrutura de Missão Recuperar Portugal” (hereinafter “Recuperar Portugal”) and the European Public Prosecutor’s Office (hereinafter “the EPPO”), together referred to as “The Parties”,

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

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 (“the EPPO”), (hereinafter “the EPPO Regulation”),

Having regard to the Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 establishing the Recovery and Resilience Facility,

Having regard to the Council of Ministers Resolution 46-B/2021 of 4/05, establishing the Recuperar Portugal as the national entity responsible for the technical and management coordination of the implementation of the national Recovery and Resilience Plan,

Having regard to the Decree-Law 29-B/2021 of 4/05, establishing the governance model of the European funds allocated to Portugal through the national Recovery Resilience Plan,

Having regard to the Law 112/2019 of 10/09, adapting the implementation of the EPPO Regulation to the Portuguese legal system,

Agree to the following Working Arrangement:

## **Article 1**

### **Purpose and scope**

(1) The purpose of this Working Arrangement is to provide a structured framework of cooperation between the EPPO and Recuperar Portugal, within their mandate, in particular through:

- a) establishing modalities and channels for the exchange of information,
- b) establishing ways for technical and expert cooperation,
- c) establishing a basis for cooperation in the area of training.

(2) This Working Arrangement does not create any additional rights and obligations under European Union law and is without prejudice to the provisions of the EPPO Regulation and the applicable national law.

(3) The cooperation between the Parties may, in addition to the exchange of information foreseen in paragraph 1 (a), include collaboration in the performance of each Party's tasks as outlined in their respective legal framework and concerned to the protection of the financial interests of the Union.

## **Article 2**

### **Reporting**

(1) When reporting pursuant to Article 24(1) of the EPPO Regulation, Recuperar Portugal shall identify and inform without undue delay the EPPO of any criminal conduct of which it becomes aware during its mission and in respect of which the EPPO could exercise its competence in accordance with Article 22, Article 25(2) and (3) of the EPPO Regulation.

(2) For the purpose of paragraph 1, Recuperar Portugal shall use the EPPO Crime Report that can be accessed on the official EPPO webpage at <https://www.eppo.europa.eu/en/reporting-crime-eppo>.

## **Article 3**

### **Exchange of information and support**

(1) Where appropriate, the Parties shall consult each other, through the designated contact points, in relation to cases which are the subject of reports of complaints mentioned in Article 2 of this Working Arrangement.

(2) Each Party will take into account any grounds raised by the other Party for putting on hold the exchange of information which may hamper ongoing investigations and prosecutions or jeopardise the security of individuals.

(3) When exchanging information, each Party shall specify the applicable legal framework under Union law or national legislation, and as appropriate, state the reasons for the provision or non-provision of data.

(4) The Parties will reply to requests for information under this Working Arrangement expeditiously.

(5) In the course of such consultations, Recuperar Portugal may provide EPPO with assistance by the means of expert support, which may take any forms the Parties may consider appropriate within their respective competences.

#### **Article 4 Information exchange on trends**

Within the limits of their respective mandates, the EPPO and Recuperar Portugal may exchange, either spontaneously or upon request, anonymized information on trends in areas of common interest.

#### **Article 5 Technical support**

(1) In the course of EPPO investigations and prosecutions, Recuperar Portugal shall provide EPPO with technical support, which may take any forms the Parties may consider appropriate within their respective competences. For this purpose, the EPPO shall provide a duly reasoned request.

(2) The assistance and support to be provided by the Recuperar Portugal to the EPPO under this Working Arrangement shall be governed by the principle of sincere cooperation.

## **Article 6 Training and other events**

- (1) The Parties will cooperate on training in areas of common interest, as appropriate under this Working Arrangement, in particular in matters concerning the Recovery and Resilience Plan and the fight against fraud, corruption, the conflict of interests and double funding.
- (2) Training activities, whether in partnership or not, may, whenever the Parties so agree, require the intervention of other bodies of the Portuguese public administration, where this is justified by the specific nature of the training content.
- (3) The Parties may invite each other to participate on a peer-to-peer basis to coordinating meetings or other coordinating initiatives. The Parties may identify specific thematic issues to be further discussed such as matters concerning the investments and operations implemented using the Recovery and Resilience Plan funding and their direct beneficiaries or intermediaries.

## **Article 7 Contact points and other channels of communication**

- (1) Without prejudice to Article 2(2) of this Working Arrangement, the Parties shall designate, by exchange of letters, contact points for operational cooperation in application of this Working Arrangement.
- (2) For the purpose of high-level meetings and training-related cooperation, the Parties shall communicate at their respective appropriate management levels.
- (3) In application of this Article, the communication language with the EPPO Central Office shall be English.

## **Article 8 Confidentiality**

- (1) Information communicated or acquired under this Working Arrangement is protected by professional secrecy in accordance with Article 108 of the EPPO Regulation and in accordance with Portuguese national law, and is treated in accordance with the relevant rules on confidentiality.

(2) A Party shall not have the right, without the written consent of the other Party to use information and documents obtained or to which it has access during the period of the Working Arrangement, for any purpose other than that of fulfilling its obligations under the Working Arrangement.

(3) The Parties shall be relieved of their liability for the disclosure of the information referred to in the preceding paragraph if:

- a) the information has been disclosed after the written consent of the other Party to that effect has been obtained,
- b) either Party is legally obliged to disclose the information.

### **Article 9 Protection of personal data**

(1) With regard to the protection of personal data, the Parties shall apply their respective applicable legal frameworks.

(2) The Parties shall cooperate and inform each other in an appropriate manner in the implementation of their respective obligations. This specifically includes the following actions:

- a) inform each other of any data breach in relation to data transferred under this arrangement;
- b) consult each other in the event of requests by subjects of data relating to data transferred under this arrangement and, in particular, not to grant access before the other party is consulted;
- c) inform each other if there are reasons to believe that personal data received or provided under this arrangement have been or are inaccurate or incomplete, or if they should not have been transmitted, in which case the receiving Party shall take the necessary steps.

(3) Personal data must be transmitted for a purpose and must not be processed in a manner incompatible with that purpose or stored for longer than would be necessary for the purpose for which they were transmitted.

(4) Unless the making available of personal data is mandatory by virtue of a legal reporting obligation, any restriction on the use of the information transferred, or instructions for erasure or destruction, including possible restrictions on access in general or in specific terms, shall be complied with by the Parties.

### **Article 10 Duration of the Working Arrangement**

The Working Arrangement shall be valid for the entire period of the mandate entrusted to Recuperar Portugal.

### **Article 11** **Consultations**

The Parties shall consult each other on any matter that may give rise to different interpretations of this Working Arrangement and all disputes shall be settled by the Parties.

### **Article 12** **Amendment of the Working Arrangement**

The Parties shall have the right, during the period of validity of this Working Arrangement, to agree to amend its provisions by means of an addendum signed by both Parties.

### **Article 13** **Termination of the Working Arrangement**

(1) This Working Arrangement shall terminate:

- a) on expiry of its duration, taking into account the provisions of Article 10;
- b) by agreement of the Parties;
- c) by withdrawal, provided that the Party seeking termination notifies the other Party in writing, at least 60 calendar days before the termination, of its intention to terminate;
- d) in the event of force majeure;
- e) by termination for non-performance or improper performance of obligations under this Working Arrangement.

(2) The termination of the Working Arrangement, in any of the situations mentioned, will have no effect on the obligations already due by the Parties.

### **Article 14** **Expenses**

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

### **Article 15**

**Entry into force**

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

This Working Arrangement has been concluded in two originals, one for each Party, Portuguese and English languages, all texts being equally authentic.

**For  
RECUPERAR PORTUGAL,**

**Fernando ALFAIATE  
President**

  
Signature

Lisbon, Date 22/07/2024

**For  
THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE (EPPO),**

**Laura Codruța KÖVESI  
European Chief Prosecutor**

Signature

Luxembourg, 20 June 2024



**EUROPEAN  
PUBLIC  
PROSECUTORS  
OFFICE**