



**Implementing Arrangement to the Memorandum of Understanding  
between Eurojust and IberRed  
on the use of the Iber@ Secure Communication System**



## **Implementing Arrangement to the Memorandum of Understanding between Eurojust and IberRed**

### **on the use of the Iber@ Secure Communication System**

**The Secretariat General of IberRed, the Iberoamerican Network for International Legal  
Cooperation,**

represented for the purposes of this Implementing Arrangement by

Mr Enrique Gil Botero, Secretary General of the COMJIB/IberRed

and

**Eurojust,**

represented for the purposes of this Implementing Arrangement by

Mr Ladislav Hamran, President of Eurojust

(hereinafter together referred to as the “Parties”, or individually as a “Party”)

**Having regard** to the Regulation creating IberRed, the Iberoamerican Network for International Legal Cooperation, promulgated by the Iberoamerican Conference of Ministers of Justice (COMJIB) together with the Iberoamerican Judicial Summit (CJI) and the Iberoamerican Association of Public Prosecutors (AIAMP) in Cartagena de Indias, Colombia, on 27-29 October 2004,

**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/JHA,

**Having regard** to the Memorandum of Understanding between Eurojust and IberRed of 4 May 2009, in particular Points 2(1), 3, 4(2) and 7,

**Considering** that exchange of information or experience provided for in Points 3 and 7 of the Memorandum of Understanding between Eurojust and IberRed of 4 May 2009 shall not include the transmission of operational information, including data relating to an identified or identifiable person,

**Considering** that IberRed has created a secure communication system, Iber@, for the Contact Points and Liaison Points of the Network's Central Authorities and other international legal cooperation networks. This system is well-known for its user-friendliness and accessibility, in addition to providing the security and confidentiality required in the sphere of cross-border cooperation, and

**Considering** that with the aim of consolidating Iber@ as an effective, secure and reliable communication system, the Parties consider the establishment of a regulatory framework advisable for the use of this system,

**Have agreed** as follows:

#### **Point 1**

##### **Aim**

This Implementing Arrangement establishes a set of regulations governing the services offered by the Secretariat General of IberRed regarding the maintenance and operation of Iber@, as well as the commitment of both Parties to guaranteeing its security.

#### **Point 2**

##### **Objective of the Iber@ Secure Communication System**

1. The objective of the Iber@ Secure Communication System is to establish secure, fluid and reliable communications between the Contact Points and the Liaison Points of the Network's Central Authorities and other international cooperation networks.
2. The Iber@ Secure Communication System shall not be used for:
  - a) Activities falling outside the scope of the Memorandum of Understanding between Eurojust and IberRed of 4 May 2009;
  - b) Exchanging EU classified information (EUCI);
  - c) Unlawful activities;
  - d) Activities contrary to generally accepted moral standards and good practice; or
  - e) Activities which run counter to the principles underlying IberRed.
3. Exchange of information or experience through the Iber@ Secure Communication System shall not include the transmission of operational information, including data relating to an identified or identifiable person.

### **Point 3**

#### **Obligations of Eurojust**

1. Eurojust shall inform IberRed in writing of the designation of the Contact Points and Liaison Points in the Iber@ Secure Communication System.
2. The number of Contact Points that Eurojust is to designate will be determined by the mutual agreement of the Parties in the course of the implementation of this Implementing Arrangement.
3. Eurojust shall indicate, in the communication designating the Contact Points, the complete name of each official and the post held, accompanied by the duly completed "Assignment Form" attached as Appendix 1 to this Implementing Arrangement.
4. Eurojust shall ensure that each official assigned as a Contact Point and authorised to use Iber@ sends the completed and signed "Confidentiality Arrangement" attached as Appendix 2 to this Implementing Arrangement to IberRed, so that the latter may proceed to activate the assigned official as a user of the Iber@ Secure Communication System.
5. Eurojust shall immediately notify IberRed should an official cease to hold his or her post or perform his or her functions, so that IberRed may immediately disable his or her access to the Iber@ Secure Communication System. At the same time, the name of a new Contact Point may be provided.

### **Point 4**

#### **Obligations of IberRed**

1. IberRed shall coordinate the process of granting, suspending and terminating user access to the Iber@ Secure Communication System in accordance with the procedures established in this Arrangement and taking into consideration the technical rules guaranteeing the security of the system.
2. IberRed shall provide the users designated by Eurojust with usernames and passwords to access the Iber@ Secure Communication System.
3. IberRed shall provide technical assistance and training to ensure proper use of the Iber@ Secure Communication System.
4. IberRed shall attend to queries regarding the use, functioning and faults of the Iber@ Secure Communication System as promptly as possible so as not to affect the service provided.
5. IberRed shall provide a safe location for the Iber@ Secure Communication System server, with restricted access.
6. IberRed shall grant access to the Iber@ Secure Communication System to the Contact Points designated by Eurojust, provided that the request fulfils the requirements of Point 3 of this Implementing Arrangement.

7. IberRed shall immediately disable the Contact Points in the Iber@ Secure Communication System as soon as the reasons for suspension or termination stipulated in this Implementing Arrangement have been confirmed.

#### **Point 5**

##### **Suspension of access to the Iber@ Secure Communication System**

IberRed will suspend access to the Iber@ Secure Communication System:

- a) When reasons exist to suppose that the Contact Point is no longer an official of Eurojust;  
or
- b) At the express request of Eurojust.

Suspension will continue while the cause leading to it remains in effect.

#### **Point 6**

##### **Termination of access to the Iber@ Secure Communication System**

IberRed shall terminate access to the Iber@ Secure Communication System:

- a) Due to incorrect or inappropriate use of the Iber@ Secure Communication System or use contrary to the regulations of this Implementing Arrangement or the principles of IberRed;
- b) At the express request of Eurojust;
- c) Due to failure to comply with this Implementing Arrangement;
- d) If the user has ceased to be an official of Eurojust.

In such cases of user termination, Eurojust may designate a new Contact Point to replace the one that has been deregistered. To do so, the procedure established in this Implementing Arrangement shall be followed.

#### **Point 7**

##### **General points**

1. IberRed, given the technical and security characteristics of the Iber@ Secure Communication System, does not have access to, control of or responsibility for the information flowing through the Iber@ Secure Communication System. System users are responsible for information sent into circulation around the Iber@ Secure Communication System.
2. Iber@ Secure Communication System users must maintain the confidentiality of their password for accessing the Iber@ Secure Communication System, and consequently may not share it with third parties. Any user who does so will be responsible for the vulnerability to

which their institution and other users of the Iber@ Secure Communication System could be subject.

3. Users of the Iber@ Secure Communication System have the obligation to comply with any measures that the Secretariat General of IberRed may adopt to maintain the confidentiality and security of the Iber@ Secure Communication System.
4. Eurojust is solely responsible for any actions carried out by any of its Contact Points who have ceased to work for Eurojust or ceased to perform their functions and who, despite this situation, continue to have access to the Iber@ Secure Communication System due to Eurojust's failure to immediately notify IberRed of this situation in writing, so that their access to the Iber@ Secure Communication System was not suspended or terminated.

### **Point 8**

#### **Costs of access to the Iber@ Secure Communication System**

1. IberRed will provide access to the Iber@ Secure Communication System for all Contact Points designated by Eurojust completely free of charge. Funding for maintenance and improvements to the Iber@ Secure Communication System has been obtained from the contributions of COMJIB. COMJIB will continue to collaborate in terms of funding the system, and contributions may also be made by the other founding members of IberRed, i.e. AIAMP or CJI, or by other international institutions. The above guarantees equal access to all institutions from the countries that are members of IberRed.
2. Any improvements to the Iber@ Secure Communication System that Eurojust may propose will be given due attention, but IberRed undertakes no commitment to carry out any such proposals.

### **Point 9**

#### **Supervision and contacts**

1. The IberRed representative responsible for the fulfilment and coordination of the activities and obligations mentioned in this Implementing Arrangement is the Secretary General of IberRed. All communications should be sent by post or e-mail to:

Secretaría General de la IberRed  
Project Manager Coordinator  
Paseo de Recoletos, 8  
28001 Madrid (Spain)  
Tel.: +34 91 575 3624  
[secretaria.general@iberred.org](mailto:secretaria.general@iberred.org)

2. The representative of Eurojust responsible for the fulfilment and coordination of the activities and obligations described in this Implementing Arrangement is the Governance Secretariat. All communications should be sent by post or e-mail to:

Eurojust  
Governance Secretariat  
Johan de Wittlaan, 9  
2517 JR Den Haag  
The Netherlands  
Tel. +31 (0)70 412 50 92/50 93/ 56 14  
[governancesecretariat@eurojust.europa.eu](mailto:governancesecretariat@eurojust.europa.eu)

3. Any communications arising from this Implementing Arrangement will only be held to be valid if they are sent to the contacts and persons stipulated by the parties to this Implementing Arrangement.
4. Either Party may change its representative, in which case it should advise the other Party thereof in writing, indicating the name and contact details of the new representative.

#### **Point 10**

##### **Resolution of differences**

Any conflict in the interpretation or application of this Implementing Arrangement will be resolved amicably by means of consultation and negotiation between the parties.

#### **Point 11**

##### **Duration and termination**

1. This Implementing Arrangement shall come into force on the date that the last party signs it. This Implementing Arrangement shall be automatically extended every two years unless expressly stated otherwise by one of the Parties.
2. This Implementing Arrangement shall be terminated by the Parties' mutual consent or by either Party notifying the other in writing with no less than ninety days' advance notice.

In witness whereof, the representatives of the Parties, duly authorised to that effect, do hereby sign this Implementing Arrangement in duplicate in the English language.

For IberRed,  
The Secretary General of the  
COMJIB/IberRed,

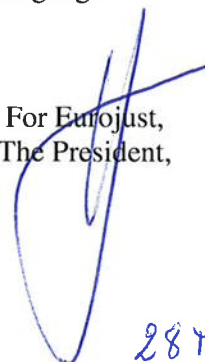
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Mr Enrique Gil Botero

For Eurojust,  
The President,



Mr Ladislav Hamran

28 May 2020



SECRETARÍA GENERAL  
RED IBEROAMERICANA DE COOPERACIÓN JURÍDICA INTERNACIONAL  
[GENERAL SECRETARIAT  
IBERO-AMERICAN NETWORK OF INTERNATIONAL LEGAL COOPERATION]

## APPENDIX I

### DESIGNATION OF EUROJUST USER FOR IBER@

1.- Country: \_\_\_\_\_

2.- Name of institution: \_\_\_\_\_

3.- Details of designated Contact Point:

a.- First name: \_\_\_\_\_

b.- Last name: \_\_\_\_\_

c.- Position: \_\_\_\_\_

d.- Postal address: \_\_\_\_\_

e.- Institutional emails: \_\_\_\_\_

f.- Office phone numbers with country and area codes: (\_\_\_\_) \_\_\_\_\_

g.- Mobile phone number with country and area codes: (\_\_\_\_) \_\_\_\_\_

h.- Languages spoken: \_\_\_\_\_

Contact Point designated by: \_\_\_\_\_

NAME

POSITION

\_\_\_\_\_  
Signature and stamp of the institution

Please complete and send this page to [secretaria.general@iberred.org](mailto:secretaria.general@iberred.org)





SECRETARIA GENERAL  
RED IBEROAMERICANA DE COOPERACIÓN JURÍDICA INTERNACIONAL  
[GENERAL SECRETARIAT  
IBERO-AMERICAN NETWORK OF INTERNATIONAL LEGAL COOPERATION]

## APPENDIX II

### UNDERTAKING of EUROJUST USER

I, \_\_\_\_\_, National Member for (indicate country)\_\_\_\_\_ at Eurojust, in my capacity as **Iber@ user**, hereby declare that I am aware of the aims and objectives of the **Iber@** Secure Communication System as set out in the “Implementing Arrangement on the use of the Iber@ Secure Communication System” between IberRed and Eurojust (hereinafter referred to as the “Arrangement”) and that I undertake to:

- 1- Participate in the training given by the Secretariat General of IberRed for the appropriate use of the **Iber@** System, subject to the availability of the necessary resources.
- 2- Use **Iber@** appropriately and continuously in accordance with the Arrangement.
- 3- Know the causes for suspension and cancellation as an **Iber@** user, in accordance with the provisions of the Arrangement.
- 4- Comply with the provisions adopted by the Secretariat General of IberRed on the matter of handling confidential information, in accordance with the provisions of the Arrangement.
- 5- Respond to enquiries and requests received via **Iber@** promptly and in the shortest possible time.
- 6- Notify the Secretariat General of IberRed immediately and in writing via Eurojust’s Governance Secretariat, if I am dissociated from my role or capacity as national member at Eurojust.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature: \_\_\_\_\_

**Please complete this page and send to [secretaria.general@iberred.org](mailto:secretaria.general@iberred.org)**

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