

MEMORANDUM OF UNDERSTANDING
BETWEEN
EUROJUST
AND
THE IBEROAMERICAN NETWORK OF INTERNATIONAL
LEGAL COOPERATION (“Iber-RED”)

Eurojust and Iber-RED (hereinafter referred to as “the Parties”),

Having regard to the Council Decision of 28 February 2002 setting up Eurojust with a view to reinforcing the fight against serious crime, and in particular Article 26(5) thereof;

Having regard to the Regulation creating an Iberoamerican Network of Judicial Cooperation in Civil and Criminal Matters (Iber-RED) promulgated by the Iberoamerican Conference of Ministers of Justice together with the Iberoamerican Judicial Summit and the Iberoamerican Association of Public Prosecutors in Cartagena de Indias (Colombia) on 27-29 October 2004, and in particular Provisions 13(1) and 14(2) thereof;

Considering the interests of both Eurojust and Iber-RED to strengthen their relationship to better meet the present and future challenges posed by serious crime often perpetrated by trans-national organisations;

Considering that Iber-RED is also closely associated with the Iberian Peninsula Member States of the European Union through the Iberoamerican Community of States;

HAVE AGREED AS FOLLOWS:

Point 1

Definitions

For the purposes of this Memorandum of Understanding:

- a) “Eurojust Decision” means the Council Decision of 28 February setting up Eurojust with a view to reinforcing the fight against serious crime;

- b) “College” means the College of Eurojust, as referred to in Article 10 of the Eurojust Decision;
- c) “National Member” means the national member seconded to Eurojust by each Member State, as referred to in Article 2(1) of the Eurojust Decision;
- d) “Assistant” means the person who may assist each National Member, as referred to in Article 2(2) of the Eurojust Decision;
- e) “Eurojust staff” means the staff referred to in Article 30 of the Eurojust Decision;
- f) “Iber-RED Regulation” means the Regulation creating an Iberoamerican Network of Judicial Cooperation in Civil and Criminal Matters (Iber-RED) promulgated by the Iberoamerican Conference of Ministers of Justice together with the Iberoamerican Judicial Summit and the Iberoamerican Association of Public Prosecutors in Cartagena de Indias (Colombia) on 27-29 October 2004;
- g) “Iberoamerican Community of States” is composed of the States participating in the system of Iberoamerican Summits of Heads of State and Government as referred to in Provision 2 and Recital VIII of the Iber-RED Regulation;
- h) “Secretariat General” means the administrative unit as referred to in Provision 12 of the Iber-RED Regulation;
- i) “Iber-RED members” means the members of Iber-RED as defined in Provision 4(1) of the Iber-RED Regulation;
- j) “Iber-RED contact points” means the contact points of Iber-RED as defined in Provision 4(1)(a) of the Iber-RED Regulation;
- k) “Central contact points” means the persons designated by the Parties as established in Point 4 of this Memorandum of Understanding; and
- l) “Liaison Prosecutor” or “Liaison Magistrate” means a magistrate or a prosecutor seconded to Eurojust by a Third State on the basis of an agreement concluded by Eurojust with this Third State and approved by the Council in accordance with Article 27(3) of the Eurojust Decision.

Point 2

Purpose

1. The purpose of this Memorandum of Understanding is to strengthen the relationship between Eurojust and Iber-RED with a view to reinforcing the fight against serious forms of trans-national crime.
2. This Memorandum of Understanding does not modify any relevant legal rules and does not interfere with or amend the respective legal framework governing Eurojust and Iber-RED.
3. This Memorandum of Understanding does not affect or replace the co-operation among the EU Member States who seconded a National Member to Eurojust and those Member States of Iber-RED which has been enshrined in international instruments or based upon the principle of reciprocity as well as any other means of co-operation that may exist among them.

Point 3

Scope

Eurojust and Iber-RED will mutually co-operate and work together:

- 1.- in the fields of their shared competence in international judicial co-operation in criminal matters, especially with regard to the most serious offences;
- 2.- in the exchange of experience of non-operational nature as set forth in Article 26(5) of the Eurojust Decision.

Point 4

Central points of contact

1. Each Party will designate a central point of contact to the other Party. The Iber-RED central point of contact to Eurojust will be designated within its Secretariat General. The Eurojust central point of contact to Iber-RED will be designated from among the members of the College. A Party may change the designated central point of contact upon providing written information to the other Party.

2. The central points of contact will be responsible for:

- a) coordinating the practical implementation of this Memorandum of Understanding;
- b) updating the contact details of their respective points of contact;
- c) supporting the initiation and implementation of multilateral activities;
- d) spreading information of interest to the Parties;
- e) facilitating communication among the contact points whenever necessary;
- f) keeping a record of all the activities that have been accomplished by the contact points. In order to do so they will request the necessary information from the contact points themselves;
- g) any other activity which may fall within the scope of this Memorandum of Understanding as well as within the scope of the respective internal Regulations of the Parties which may facilitate its implementation.

Point 5

Regular contacts

1. The Parties will consult each other regularly, and at least once a year, on the practical implementation of this Memorandum of Understanding. This consultation will include an evaluation of the relationship of the Parties with a view to assessing whether amendments are required to this Memorandum of Understanding.
2. The Parties will inform each other of activities of common interest and will consult on matters which might be of interest to the other Party.

Point 6

Communication among the contact points

1. In order to enable the Iber-RED contact points and the National Members of Eurojust to contact each other quickly and easily, the Parties will provide each other with information:
 - for Iber-RED on the contact details and functions of the Iber-RED contact points in each of its Member States; and
 - for Eurojust on the contact details of each National Member of Eurojust.
2. The Parties will inform each other in writing without undue delay of any change related to the Iber-RED contact points or the National Members of Eurojust.

Point 7

Exchange of experience and information of a non-operational nature

1. In order to accomplish their respective objectives set out in their respective legal frameworks and within the limits of their respective competences, the Parties may exchange:
 - a. experiences of a non-operational nature;
 - b. legal and practical information concerning the judicial and procedural system as well as an overview of the judicial authorities and other authorities with competences in international judicial co-operation:
 - for Iber-RED on its Member States, and
 - for Eurojust on the Member States of the European Union;

- c. information of a non-operational strategic nature such as trends and new phenomena in criminality related to trans-national organised crime and strategies, modus operandi and techniques of criminal organisations.

2. The exchange of experience or information as provided by this Memorandum of Understanding will not include the transmission of operational information, including data relating to an identified or identifiable natural person.

Point 8

Strategic meetings

1. Iber-RED members and the Iber-RED central point of contact to Eurojust may participate in strategic meetings organised by Eurojust, at the invitation of the President of the College and with the approval of the National Members concerned.
2. National Members and their Assistants, the Administrative Director and Eurojust staff may, at the invitation of the Secretary General of Iber-RED and with the approval of the Iber-RED members concerned, attend strategic meetings organised by Iber-RED.

Point 9

Professional training, seminars and workshops

The Parties will invite each other to relevant activities they organise in the field of professional training, seminars and workshops that may be of common interest.

Point 10

Amendments

1. This Memorandum of Understanding may be amended by mutual consent between the Parties at any time in accordance with their respective statutory requirements.
2. The Parties will enter into consultations with respect to any amendments to this Memorandum of Understanding at the request of either of them.

Point 11

Entry into force and validity of this Memorandum of Understanding

This Memorandum of Understanding will enter into force on the date of its signing and will have an indefinite validity.

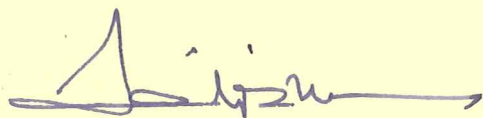
Point 12

Termination

At any time the Parties may terminate this Memorandum of Understanding upon providing written notification to the other Party. The termination of this Memorandum of Understanding will take effect three months after the said notification.

Done at Lisbon this 4th day of May two thousand and nine in triplicate in the English, Portuguese and Spanish languages, each text being equally authentic.

For Eurojust



Jose Luis LOPES DA MOTA
President of the College

For Iber-RED



Victor MORENO CATENA
Secretary General

The Memorandum will be signed in presence of

*The Secretary General of the Iberoamerican Judicial Summit
The representative of the Iberoamerican Association of Public Prosecutor's Offices
The Chairman of the Steering Committee of the Iberoamerican Conference of
Ministers of Justice.*

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