



Agreement between Eurojust and the Republic of Iceland



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Eurojust and the Republic of Iceland (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 27(1)(c) and (3) thereof;

Having regard to the opinion of the Joint Supervisory Body of 6 June 2005;

Considering the interests of both Eurojust and the Republic of Iceland in developing a close and dynamic co-operation to meet the present and future challenges posed by serious crime often perpetrated by trans-national organisations;

Considering the necessity to improve judicial co-operation between Eurojust and the Republic of Iceland to facilitate the co-ordination of investigations and prosecutions covering the territory of Iceland and one or more Member States;

Considering that Iceland has ratified the Council of Europe Convention of 28 January 1981 for the Protection of Individuals with regard to Automatic Processing of Personal Data that also plays a fundamental role in the Eurojust data protection system;

Considering the high level of protection of personal data in the European Union, in particular the processing of personal data in accordance with the Eurojust Decision of 28 February 2002 establishing Eurojust, the Eurojust Rules of Procedure on Data Protection and other applicable rules;

Respecting the fundamental rights and principles of the European Convention on Human Rights and Fundamental Freedoms, which are reflected in the Charter of Fundamental Rights of the European Union;

Considering that Iceland is already closely associated with the justice and law enforcement co-operation of the Member States through the Agreement concluded by the Council of the European Union and the Republic of Iceland and the Kingdom of Norway about the latter's association with the implementation, application and development of the Schengen acquis, and the Agreement between the Republic of Iceland and the European Police Unit (Europol) on co-operation in the fight against serious forms of international criminality, and has signed an Agreement on the application of certain provisions of the Convention on Mutual Assistance in Criminal Matters between Member States of the European Union;

Considering that Iceland is a party to the Agreement on the European Economic Area;

Considering that Iceland is also closely associated with the Nordic Member States of the European Union through the Nordic justice and law enforcement co-operation;

HAVE AGREED AS FOLLOWS:

Article 1 Definitions

For the purposes of this Agreement:

- a) 'Eurojust Decision' means the Council Decision of 28 February 2002 setting up Eurojust with a view to reinforcing the fight against serious crime;
- b) 'Member States' means the Member States of the European Union;
- c) 'College' means the College of Eurojust, as referred to in Article 10 of the Eurojust Decision;
- d) 'National member' means the national member seconded to Eurojust by each Member State of the European Union, as referred to in Article 2(1) of the Eurojust Decision;
- e) 'Assistant' means a person who may assist each National Member, as referred to in Article 2(2) of the Eurojust Decision, unless defined otherwise in this Agreement;
- f) 'Administrative Director' means the Administrative Director as referred to in Article 29 of the Eurojust Decision;
- g) 'Eurojust staff' means the staff referred to in Article 30 of the Eurojust Decision;
- h) 'Eurojust rules of procedure on data protection' means the rules of procedure for the processing and protection of personal data at Eurojust, approved by the Council of the European Union on 24 February 2005;
- i) 'Personal data' means any information relating to an identified or identifiable natural person ('data subject'). An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity;
- j) 'Processing of personal data' means any operation or set of operations which are performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Article 2 Purpose of this Agreement

The purpose of this Agreement ('this Agreement') is to enhance the co-operation between Eurojust and the Republic of Iceland in the combating of serious forms of international crime.

Article 3 Scope of co-operation

Eurojust and the Republic of Iceland shall co-operate in the fields of activity as set forth in Articles 6 and 7 of the Eurojust Decision within the competences of Eurojust as set forth in Article 4 of the Eurojust Decision.

Article 4 The competent authority

The competent authority of Iceland for the execution of this Agreement is the Icelandic Director of Public Prosecutions and subordinate prosecuting authorities.

Article 5 Liaison Prosecutor to Eurojust

1. To facilitate co-operation as laid down in this Agreement, and in accordance with the provisions of Article 27(3) of the Eurojust Decision, Iceland may second a liaison prosecutor to Eurojust.
2. The liaison prosecutor shall be a public prosecutor subject to the national law of Iceland as regards his or her status. The mandate and the duration of secondment shall be determined by Iceland.
3. The liaison prosecutor may be assisted by one person. When necessary, the assistant may replace him or her.
4. Iceland shall inform Eurojust of the nature and extent of the judicial powers of the liaison prosecutor within its own territory in order to accomplish his or her tasks in accordance with the purpose of this Agreement. Iceland shall establish the competence of its liaison prosecutor to act in relation to foreign judicial authorities. Eurojust shall undertake to promote the acceptance and recognition of the prerogatives thus conferred.
5. The liaison prosecutor shall have access to the information contained in the national criminal records or in any other register of Iceland in the same way as stipulated by Icelandic law in the case of a prosecutor or person of equivalent competence.
6. The liaison prosecutor may contact the Icelandic prosecutorial authorities directly.
7. Eurojust shall endeavour to provide sufficient liaison facilities, which shall include the use of office space and telecommunications services, to the extent possible within the constraints of the Eurojust infrastructure and budget. Eurojust may request reimbursement of any or all expenses incurred by Eurojust in providing these facilities.
8. The working documents of the liaison prosecutor shall be held inviolable by Eurojust.

Article 6
Contact point to Eurojust

1. Iceland shall put in place or appoint at least one contact point to Eurojust within the office of the competent authority of Iceland.
2. Iceland shall designate one of its contact points as Icelandic national correspondent for terrorism, organised crime and for other criminal matters with tasks equivalent to those referred to in Article 12 of the Eurojust Decision.

Article 7
Regular consultations

The Parties shall consult each other regularly, and at least once a year, on the implementation of the provisions of this Agreement. In particular, regular exchanges of views shall take place with regard to the implementation and further developments in the field of data protection and data security.

Article 8
Operational and strategic meetings

1. The liaison prosecutor, his or her assistant, and other Icelandic prosecutorial authorities, including the contact point to Eurojust, may participate in operational and strategic meetings, 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 also attend meetings organised by the liaison prosecutor or other Icelandic prosecutorial authorities, including the contact point to Eurojust.

Article 9
Exchange of information

1. The Parties may exchange all information that is necessary, relevant and not excessive, for the purpose of and in accordance with this Agreement, in order to achieve its purpose as laid down in Article 2.
2. All information exchanged between the Parties shall be directed through the contact point to Eurojust and the national members concerned. Once a liaison prosecutor is appointed, all information shall be exchanged between Eurojust and the liaison prosecutor.
3. Iceland shall ensure that the contact point to Eurojust and the liaison prosecutor are screened at the appropriate national level for it to be permissible for them to process this information.

Article 10
Transfer of information to Eurojust

1. Iceland shall notify Eurojust, simultaneous with or before the transfer of information, of the purpose for which the information is supplied and of any restrictions on its use. This also includes possible access restrictions, restrictions on transmission to the competent authorities of the Member States and terms for deletion or destruction. Notification may also be given at a later stage, when the need for such restrictions becomes apparent after the transfer.
2. Eurojust shall not communicate any information provided by Iceland to any third state or body without the consent of Iceland and without the appropriate safeguards.
3. Eurojust shall keep a record of data communicated to Eurojust from Iceland under this Agreement.

Article 11
Transfer of information to Iceland

1. Eurojust shall notify Iceland, simultaneous with the transfer of information or before such transfer, of the purpose for which the information is supplied and of any restrictions on its use. This also includes possible access restrictions, restrictions on transmission from the competent authorities of the Member States and terms for deletion or destruction. Notification may also be given at a later stage, when the need for such restrictions becomes apparent after the transfer.
2. Iceland shall not communicate any information provided by Eurojust to any third state or body without the consent of the national members concerned and without the appropriate safeguards.
3. Iceland shall keep a record of data communicated to Iceland from Eurojust under this Agreement.

Article 12
Processing of personal data supplied by Iceland

1. Eurojust shall guarantee a level of protection for personal data supplied by Iceland at least equivalent to that resulting from the application of the principles of the Council of Europe Convention of 28 January 1981 for the Protection of Individuals with regard to Automatic Processing of Personal Data and subsequent amendments thereto.
2. The principles and rules concerning data protection laid down in the Eurojust Decision, especially Article 17, and in the Eurojust rules of procedure on data protection, shall apply to the processing of personal data supplied by Iceland.

Article 13
Processing of personal data supplied by Eurojust

1. Iceland shall guarantee a level of protection for personal data supplied by Eurojust at least equivalent to that resulting from the application of the principles of the above-mentioned Council of Europe Convention and subsequent amendments thereto.
2. Iceland shall apply principles for the processing and protection of personal data supplied by Eurojust at least equivalent to the principles laid down in the Eurojust Decision and in the Eurojust Rules of Procedure on data protection.

Article 14
Data security

1. Eurojust shall ensure that the personal data received are protected against accidental or unlawful destruction, accidental loss or unauthorised disclosure, alteration and access or any other unauthorised form of processing in accordance with Article 22 of the Eurojust Decision. The technical measures and organisational arrangements provided in the Eurojust rules of procedure on data protection and any other relevant document shall be applied to information supplied by Iceland.
2. Iceland shall ensure that the personal data received are protected against accidental or unlawful destruction, accidental loss or unauthorised disclosure, alteration and access or any other unauthorised form of processing at a level at least equivalent to the principles laid down in Article 22 of the Eurojust Decision. Iceland shall put in place protective technical measures and organisational arrangements at least equivalent to those of Eurojust.

Article 15
Rights of data subjects

Data subjects shall have the right of access to, and to request the correction, blocking or deletion of personal data concerning them, processed by Eurojust in accordance with the principles and rules of the Eurojust Decision.

Article 16
Correction and deletion of personal data

1. At the request of the contact point to Eurojust or the liaison prosecutor and under his or her responsibility, Eurojust shall, in accordance with the Eurojust Decision and the Eurojust rules of procedure on data protection, correct, block or delete personal data supplied by Iceland if they are incorrect or incomplete or if their input or storage contravenes this Agreement. Eurojust shall confirm the correction, blocking or deletion to Iceland.
2. Where Eurojust notes that personal data transmitted to Iceland are incorrect or incomplete or if their input or storage contravenes this Agreement or the Eurojust Decision, it shall request the contact point to Eurojust or the liaison prosecutor to take necessary steps to correct, block

- or delete the data. Iceland shall confirm the correction, blocking or deletion to Eurojust.
3. In the cases referred to in paragraphs 1 and 2, all the suppliers and addressees of such data shall be notified immediately. In accordance with the rules applicable to them, the addressees shall then correct, block or delete those data in their own systems.
 4. Iceland shall apply principles for the correction, blocking and deletion of personal data supplied by Eurojust at least equivalent to the principles laid down in Article 20 of the Eurojust Decision and in the Eurojust rules of procedure on data protection.
 5. When the College is dealing with the processing of data involving individuals under Icelandic jurisdiction in accordance with Article 17(4) of the Eurojust Decision, the liaison prosecutor or other Icelandic prosecutorial authorities, including the contact point to Eurojust, may participate in the meeting of the College.

Article 17 Liability

1. Iceland shall be liable, in accordance with its national law, for any damage caused to an individual as a result of legal or factual errors in data exchanged with Eurojust. Iceland shall not claim that Eurojust had transmitted inaccurate data in order to avoid its liability under its national legislation vis-à-vis an injured party.
2. Without prejudice to Article 24 of the Eurojust Decision, if legal or factual errors occurred as a result of data erroneously communicated by Eurojust or one of the Member States of the European Union or another third state or third body, Eurojust shall be bound to repay, upon request, the amounts paid as compensation under paragraph 1, unless the data were used in breach of this Agreement. The provisions of this paragraph shall also apply where the legal or factual errors occurred as a result of failures on the part of Eurojust or one of the Member States of the European Union or another third state or third body to comply with its obligations.
3. In cases where Eurojust is obliged to repay to Member States of the European Union or another third state or third body amounts awarded as compensation for damages to an injured party, and the damages are due to Iceland's failure to comply with its obligations under this Agreement, Iceland shall be bound to repay on request the amounts which Eurojust paid to a Member State or to another third state or third body to make up for the amounts it paid in compensation.
4. The Parties shall not require each other to pay compensation for damages under paragraphs 2 and 3 to the extent that the compensation for damages was enforced as punitive, increased or other non-compensatory damages.

Article 18
Settlement of disputes

1. Any dispute between the Parties concerning the interpretation or application of this Agreement, or any question affecting the relationship between the Parties which is not settled amicably, shall be referred for final decision to a tribunal of three arbitrators at the request of either Party to the dispute. Each Party shall appoint one arbitrator. The third arbitrator, who shall be chairman of the tribunal, is to be chosen by the first two arbitrators.
2. Unless the Parties agree otherwise, the tribunal shall determine its own procedure.
3. The tribunal shall reach its decision by a majority of votes. The chairman shall have the deciding vote. The decision shall be final and binding on the Parties to the dispute.
4. Each Party reserves the right to suspend its obligations under this Agreement where the procedure laid down in this Article is applied or might be applied in accordance with paragraph 1, or in any other case where a Party is of the opinion that the obligations incumbent on the other Party under this Agreement have been breached.

Article 19
Termination of the Agreement

1. This Agreement may be terminated by each Party with three months' notice.
2. In case of termination, the Parties shall reach agreement on the continued use and storage of the information that has already been communicated between them. If no agreement is reached, either of the two Parties is entitled to request deleting the information which has been communicated.

Article 20
Amendments

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


**Article 21
Entry into force**

This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their legal requirements have been complied with.

Done at Brussels this 2nd day of December two thousand and five in duplicate in the Icelandic and English languages, each text being equally authentic.

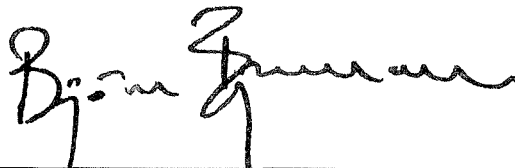
For Eurojust

**Michael KENNEDY
President of the
College of Eurojust**



For the Republic of Iceland

**Björn BJARNASON
Minister of Justice
and Ecclesiastical Affairs**





*The Minister
for Foreign Affairs of Iceland*

proclaims:

I hereby appoint and empower H.E. Mr. Björn Bjarnason, Minister of Justice and Ecclesiastical Affairs, to sign on behalf of the Republic of Iceland, subject to acceptance, the Agreement between Eurojust and the Republic of Iceland.

In faith whereof I have affixed the seal of the Ministry to this document.

Done at Reykjavík, 15 November 2005

Ólafur H. Haarde

Björn Bjarnason



FULL POWERS

for H.E. Mr. Björn Bjarnason, Minister of Justice and Ecclesiastical Affairs.