



Agreement between the Kingdom of Norway and Eurojust



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The Kingdom of Norway, hereafter referred to as Norway, and Eurojust,

Having regard to the Council Decision of 28 February 2002 establishing Eurojust and in particular Article 27(3) thereof,

Having regard to the opinion of the Joint Supervisory Body of 13 October 2004;

Considering the interest of both Norway and Eurojust in developing a close and dynamic co-operation to meet the present and future challenges posed by serious crime often perpetrated by transnational organisations;

Regarding it necessary to improve judicial co-operation between Norway and Eurojust to facilitate the co-ordination of investigations and prosecutions covering the territory of Norway and one or more Member State;

Expressing their mutual confidence in the structure and functioning of the legal systems of Norway and the Member States;

Considering that Norway has ratified the Council of Europe Convention 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 Norway and in the European Union, in particular the processing of personal data in accordance with the Council Decision of 28 February 2002 establishing Eurojust, Eurojust Rules of Procedure and other applicable rules;

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

Considering that Norway is already closely associated with the justice and law enforcement co-operation of the Member States of the European Union 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 Kingdom of Norway and the European Police Unit (Europol) on cooperation 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 Norway is a party to the Agreement on the European Economic Area;

Considering that Norway 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 purpose of this Agreement:

- a) 'Council Decision' means the Council Decision of 28 February 2002 setting up Eurojust with a view to reinforcing the fight against serious crime, as modified by the Council Decision of 18 June 2003;
- b) 'Member States' means the Member States of the European Union;
- c) 'The College' means the College of Eurojust, as referred to in Article 10 of the Council 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 Council Decision;
- e) 'Liaison Prosecutor' means a Norwegian Liaison Officer or a Norwegian Liaison Magistrate as referred to in Article 27(3) of the Council Decision;
- f) 'Assistant' means one person or several persons who may assist each national member, as referred to in Article 2(2) of the Council Decision, or the Liaison Prosecutor, as referred to in article 5 of this Agreement;
- g) 'Eurojust staff' means the Administrative Director as well as the staff referred to in Article 30 of the Council Decision;
- h) '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;
- i) 'Processing of personal data' means any operation or set of operations which is performed upon personal data, by automated means or in structured manual files, 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 the Agreement

The purpose of this Agreement is to enhance the co-operation between Norway and Eurojust, in the combating of serious forms of international crime in the areas specified in the Council Decision.

Article 3 Areas and means of co-operation

The co-operation as established by this Agreement shall correspond to Eurojust competences as set out in Article 4 of the Council Decision.

The means of such co-operation shall correspond to the activities described in the mandate of Eurojust as defined in the Council Decision, in particular the exchange of information and co-ordination between the competent authorities of Norway and the Member States.

In order to accomplish the purpose of this Agreement the competent authorities of Norway and Eurojust may recommend each other to consider taking necessary actions.

Article 4 Competent authorities of Norway

The competent authorities of Norway for the purpose of this Agreement are the Norwegian Director of Public Prosecutions and sub-ordinate prosecuting authorities.

Article 5 The Norwegian Liaison Prosecutor to Eurojust

1. Norway and Eurojust agree to facilitate the co-operation as laid down in this Agreement through the secondment of a Liaison Prosecutor to Eurojust.
2. The Liaison Prosecutor shall be a public prosecutor subject to the national law of Norway as regards his or her status. The length of his or her term of secondment shall be determined by Norway.
3. The Liaison Prosecutor may be assisted by one person. When necessary the assistant may replace him or her.

4. Norway shall inform Eurojust of the nature and extent of the judicial powers it grants the Liaison Prosecutor within its own territory in order to accomplish his or her tasks in accordance with the purpose of this Agreement. It shall also define the right for 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 Norway in the same way as stipulated by Norwegian law in the case of a prosecutor of equivalent competence.
6. The Liaison Prosecutor may contact the competent authorities of Norway directly.
7. In furtherance of the desire of Eurojust to foster efficient liaison activities with Norway and in order to give effect to this Agreement, Eurojust shall put in place liaison facilities, which shall include the use of the office space and telecommunications facilities of Eurojust provided for that purpose; these facilities shall be made available to the Liaison Prosecutor as required for the performance of his or her tasks.
8. The working documents of the Liaison Prosecutor shall be inviolable by Eurojust.

Article 6 **National contact point**

1. Norway may put in place or appoint one or more Eurojust contact points within the competent authorities of Norway.
2. Norway shall also put in place or appoint a contact point for terrorism matters, as referred to in Article 12 of the Council Decision.

Article 7 **Regular consultations**

Norway and Eurojust 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 Norwegian authorities, may participate in operational and strategic meetings, at the invitation of the National Members concerned or the College.
2. National Members and their assistants and Eurojust staff may also attend meetings organised by the Liaison Prosecutor or the Norwegian authorities.

Article 9
Exchange of information

1. Norway and Eurojust 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 competent authorities of Norway and Eurojust shall be directed through the Liaison Prosecutor and the National Member(s) concerned.
3. Norway shall ensure that the Liaison Prosecutor is screened at the appropriate national level for him or her to be able to handle this information.
4. In case of a request by the Liaison Prosecutor Eurojust should support him or her to fulfil any requirements relating to the protection of the confidentiality of information.

Article 10
Transfer of information to Eurojust

1. Norway shall notify Eurojust at the latest at the moment of 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, where the need for such restrictions becomes apparent after the transfer.
2. Eurojust shall not communicate any information provided by Norway to any third State or body without the consent of Norway and without the appropriate safeguards.
3. Eurojust shall keep a record of communications of data from Norway under this Agreement.

Article 11
Transfer of information to Norway

1. Eurojust shall notify Norway, at the moment of transfer of information or before, 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, where the need for such restrictions becomes apparent after the transfer.
2. Norway shall not communicate any information provided by Eurojust to any third State or body without the consent of the National Member(s) concerned and without the appropriate safeguards.
3. Norway shall keep a record of communications of data from Eurojust under this Agreement.

Article 12
Processing of personal data supplied by Norway

1. Eurojust shall guarantee a level of protection for personal data supplied by Norway at least equivalent to that resulting from the application of the principles of the Council of Europe Convention of 28 January 1981 and subsequent amendments thereto.
2. The principles and rules concerning data protection laid down in the Council Decision, especially Article 17, and the Eurojust's Rules of Procedure shall apply to the processing of personal data supplied by Norway.

Article 13
Processing of personal data supplied by Eurojust

1. Norway 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 Council of Europe Convention of 28 January 1981 and subsequent amendments thereto.
2. Norway shall apply principles for the processing and protection of personal data supplied by Eurojust at least equivalent to the principles laid down in the Council Decision and in other relevant instruments.

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 Council Decision. The technical measures and organisational arrangements provided in the Eurojust's Rules of Procedure and any other relevant document shall be applied to information supplied by Norway.
2. Norway 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 Council Decision. Norway 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 and deletion of personal data concerning them, processed by Eurojust, in accordance with the principles and rules of the Council Decision.

Article 16

Correction and deletion of personal data

1. At the request of the Liaison Prosecutor and under his or her responsibility, Eurojust shall, in accordance with the Council Decision and its Rules of Procedure, correct, block, or delete personal data supplied by Norway if they are incorrect or incomplete or if their input or storage contravenes this Agreement.
2. Where Eurojust notes that personal data transmitted to Norway are incorrect or incomplete or if their input or storage contravenes this Agreement or the Council Decision, it shall request the Liaison Prosecutor to take necessary steps to correct, block and delete the data. The competent authorities of Norway shall confirm the correction, blocking and 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. Norway 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 Council Decision and in other relevant instruments.
5. When the College is dealing with the processing of data involving Norway or individuals under Norwegian jurisdiction in accordance with Article 17 paragraph 4, of the Council Decision, the Liaison Prosecutor or Norwegian authorities may participate in the meeting of the College.

Article 17 Liability

1. Norway 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. Norway shall not plead that Eurojust had transmitted inaccurate data in order to avoid its liability under its national legislation vis-à-vis an injured party.
2. If legal or factual errors occurred as a result of data erroneously communicated or of failure 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 their obligations, Eurojust shall be bound to repay on request, the amounts paid as compensations under paragraph 1 above, unless the data were used in breach of this Agreement.
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 Norway's failure to comply with its obligations under this agreement, Norway 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. Norway and Eurojust shall not require each other to pay compensation for damages under paragraphs 2 and 3 above 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 Eurojust and Norway concerning the interpretation or application of this Agreement, or any question affecting the relationship between Eurojust and Norway, 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, 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 a casting 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 incumbents 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, Eurojust and Norway 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 require that the information which it has communicated be deleted.

Article 20 Amendments

1. This Agreement may be amended by mutual consent between Eurojust and Norway at any time in accordance with their respective statutory requirements.
2. Eurojust and Norway 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.

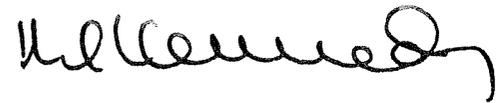
Done at Oslo, this twenty-eight day of April two thousand and five in duplicate in the Norwegian and English languages, each text being equally authentic.

For Norway,
The State Secretary,



TROND PRYTZ

For Eurojust,
The President of the College,



MICHAEL G. KENNEDY

Agreement between the Kingdom of Norway and Eurojust

Formal Declaration by Eurojust

With a view to achieving reciprocity with Norway's obligation contained in Article 16(2) of the above Agreement, Eurojust agrees to abide by the following obligation: Where Norway notes that personal data which it has transmitted to Eurojust are incorrect or incomplete, or if their input or storage contravenes this Agreement, Norway shall request Eurojust to take necessary steps to correct, block and delete the data. Eurojust shall confirm any such correction, block and deletion which it makes to Norway.

Done at Oslo, this twenty-eight day of April 2005

For Norway,
The State Secretary,



TROND PRYTZ

For Eurojust,
The President of the College,



MICHAEL G. KENNEDY