



Memorandum of Understanding on the joint establishment of rules and conditions for financial support to joint investigation team activities between Europol and Eurojust

The European Union Judicial Cooperation Unit

Represented for the purposes of this Memorandum of Understanding by Ladislav Hamran, President of the College, and hereafter referred to as 'Eurojust'

and

The European Union Agency for Law Enforcement Cooperation

Represented for the purposes of this Memorandum of Understanding by Catherine De Bolle, Executive Director, and hereafter referred to as 'Europol',

Hereinafter collectively referred to as the 'Parties' or individually as the 'Party',

Having regard to the legal framework of Europol and of Eurojust, particularly following the entry into force of the Treaty on the Functioning of the European Union,

Having regard to Article 61(4) and preamble (9) of the Europol Regulation,

Having regard to Council Decision 2009/426/JHA of 16 December 2008 on the strengthening of Eurojust and particularly Article 7 thereof,

Having regard to the Agreement between Eurojust and Europol from 1 October 2009,

Whereas:

1. The Parties recognise the importance of being able to respond quickly to any need to support operational activities being carried out within the framework of joint investigation teams.
2. The Parties, respectively, have an essential role to play in facilitating police and judicial cooperation in criminal matters.
3. The Parties, in pursuance of their respective mandates, cooperate closely and remain committed to continued cooperation in matters of joint concern.
4. Such cooperation, as foreseen in both Parties' legal frameworks, implies a need to exchange information, including relating to applications for funding for joint investigation teams.

5. Joint investigation teams continue to be an excellent tool for practitioners in conducting certain types of investigations.
6. The Parties are responsible individually for their budget allocation.
7. The Parties fully acknowledge the need to avoid double funding in line with sound financial management and the financial regulations.
8. The Parties desire to continue to improve the support provided to joint investigation teams.
9. Eurojust hosts the Secretariat of the Network of National Experts on joint investigation teams and runs a dedicated joint investigation team Funding Project.
10. Europol does not exclusively have a project supporting joint investigation teams, but provides financial support to operational activities regardless of whether a joint investigation team is involved.

Have agreed as follows:

Article 1

Scope

This Memorandum of Understanding (MoU) covers the joint establishment of rules and conditions upon which applications for financially supporting joint investigation teams (JITs) are to be processed. It does not supersede or amend the existing cooperation agreement, nor does it impose any restrictions on either Party's sole and individual responsibility for independent financial management of its budget.

Article 2

Compliance with the principle of non-cumulative award

1. In line with the financial regulations, no individual beneficiary of EU funding should receive multiple financial contributions to finance the same expenditure.
2. It is for Europol and Eurojust, as responsible financial managers of their own respective budgets, to take proportionate steps to assess compliance with the principle of a non-cumulative award.
3. Each application for funding received by either Party concerning the activities of a JIT shall include a mandatory field requiring the applicant to state whether or not other funds from any EU institution/body or agency have been received or requested. If such funding was received, the details thereof, including the funded actions, costs covered, amounts awarded and action period, shall be provided.
4. If an applicant has already received funding for an individual activity, which is identical to the one for which funding is sought from Europol or Eurojust, no such funding shall be given.

5. If an applicant states that they have already received or applied for funding, and where it is unclear whether there may be an overlap, Europol and Eurojust shall promptly confer and exchange swiftly necessary information as appropriate to exclude the risk in the individual case.
6. In all cases in which either Europol or Eurojust believes that double funding has taken place in relation to projects financed by the other, they shall inform the other Party of such potential breach of the principle of no double funding from EU sources, providing all relevant details.
7. If a potential double funding instance is identified as a result of the communication referred to in paragraphs 5 or 6, Europol or Eurojust may discuss suitable mitigation.

Article 3

Preventive and evaluation measures

1. Both Parties shall, for each other's information, provide each other with copies of their model grant documents, including the call for proposals.
2. Both Parties shall provide each other with copies of their model application form for JIT activities and invite comments from the other Party. This may facilitate the identification of issues requiring adjustments to fulfil the objectives of this MoU.
3. Both Parties shall meet on a bi-annual basis to exchange their experiences and any issues on the implementation, including the progress made, of this MoU.

Article 4

Common aspects of applications

1. Whilst it is acknowledged that each Party, due to their differing, while complimentary, mandates, may have a distinct and varied approach or motivation behind the financial support each may provide to a particular JIT, all applications shall have, at minimum, the following in common:
 - a. Provision for consent for sharing details referred to in Article 2.3 in the application with the other party where appropriate for the purpose of ensuring respect for the rules prohibiting double funding.
 - b. A field for identifying whether any additional funding has been sought.

Article 5

Duty to inform

As already agreed by the Parties, the Parties shall inform each other of their participation in a JIT at the earliest opportunity.

Article 6

General information to national authorities

The Parties shall endeavour, including by way of joint communications, that relevant information on financial support they provide to JIT's activities is made available to national authorities, in order to facilitate their submissions.

Article 7

Amendments

Amendments to this MoU shall be mutually agreed upon by an exchange of letters between the Parties.

Article 8

Termination

This MoU may be terminated, upon three months' written notification, by either of the Parties.

Article 9

Entry into force and signatures

This MoU shall enter into force on the first day following its signature.

Done at The Hague, 01 June 2018, in two copies in the English language.

For Eurojust,

Ladislav Hamran
President



For Europol,

Catherine De Bolle
Executive Director

