



**Working Arrangement between
Eurojust and the Office of the
Prosecutor General of the Oriental
Republic of Uruguay**



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The European Union Agency for Criminal Justice Cooperation (hereinafter referred to as 'Eurojust'), represented for the purposes of this Working Arrangement by Michael Schmid, President of Eurojust; and

The Office of the Prosecutor General of the Nation of the Oriental Republic of Uruguay (hereinafter referred to as "Office of the Prosecutor General of Uruguay"), represented for the purposes of this Working Arrangement by Claudia Arriaga, Deputy Legal Secretary of the Prosecutor General's Office of Uruguay, acting on behalf of and representing Mónica Ferrero, Prosecutor General (S) of the Nation;

hereinafter collectively referred to as the "Parties" and individually as a "Party").

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/JHA¹ (hereinafter referred to as the "Eurojust Regulation"), and in particular Article 47(1) and (3), as well as Article 52 (1) and (2) thereof,

Having regard to the provisions set forth in Article 185 of the Constitution of the Oriental Republic of Uruguay, Articles 3 and 5 (subparagraph m) of Law No. 19.334, and Articles 43 to 45 of the Uruguayan Code of Criminal Procedure.

Considering that the Executive Board of Eurojust was informed on Eurojust's intention to conclude a Working Arrangement with the Office of the Prosecutor General of Uruguay, and that the College approved its conclusion on 11 November 2025,

Considering the interests of both the Office of the Prosecutor General of Uruguay and Eurojust in developing a close and dynamic cooperation to meet the present and future challenges posed by serious crime, particularly serious and organised crime and terrorism,

Considering the goal to conclude an international agreement between the European Union and the Office of the Prosecutor General of Uruguay on cooperation in criminal matters between Eurojust and the competent authorities of Uruguay,

Respecting the fundamental rights and principles as reflected in the Charter of Fundamental Rights of the European Union and other international human rights instruments.

HAVE AGREED AS FOLLOWS:

¹ OJ L 295, 21.11.2018, p.138. This Regulation has been amended by Regulation (EU) 2022/838 of the European Parliament and of the Council of 30 May 2022 (OJ L 148, 31.5.2022, p. 1–5) and by Regulation (EU) 2023/2131 of the European Parliament and of the Council of 4 October 2023 (PE/74/2022).

CHAPTER I – GENERAL PROVISIONS

Article 1

Purpose and scope

1. The purpose of this Working Arrangement (hereinafter referred to as 'Arrangement') is to encourage and develop strategic cooperation between the Parties in combatting serious and organised crime and terrorism. This Arrangement does not constitute a legal basis for the exchange of personal data.
2. Cooperation between the Parties shall take place within the mandate of Eurojust. It may, in particular, include:
 - (a) The exchange of legal, strategic and technical information, including results of strategic analyses, information concerning substantive and procedural criminal legislation and practices, practical difficulties, best practices and lessons learned in judicial cooperation in criminal matters.
 - (b) Inviting each other to awareness raising and knowledge building events on issues related to their respective mandates and competences.
 - (c) Improving judicial cooperation in the field of criminal justice by facilitating the communication between the competent authorities of the Member States of the European Union and the Office of the Prosecutor General of Uruguay.
 - (d) Ensuring mutual understanding and familiarisation with the requirements in cooperation in relation to serious and organised crime and terrorism, including with regard to the conclusion of an international agreement between the European Union and Uruguay, allowing the systematic exchange of operational personal data.
 - (e) Exchanging best practices in fighting the most serious forms of crime.

Article 2

Relation to other international instruments

This Arrangement shall be without prejudice to any other obligations incurred under the terms of any bilateral or multilateral agreement between Uruguay and the European Union or any of its Member States that contains provisions governing judicial cooperation in criminal matters.

CHAPTER II – MODE OF COOPERATION

Article 3

Contact Point(s)

1. The Office of the Prosecutor General of Uruguay shall appoint one or more Contact Points to coordinate cooperation with Eurojust and ensure that information is promptly shared with the relevant national authorities of Uruguay.
2. This appointment shall be duly notified to Eurojust in writing in accordance with its internal procedures. The Office of the Prosecutor General of Uruguay shall inform Eurojust without delay of any change regarding this appointment.
3. Eurojust shall establish suitable mechanisms to ensure that the Contact Point(s) have efficient means to communicate with the Agency on operational and strategic matters.

Article 4

Functions of the Contact Points

1. Contact Points and Eurojust shall exchange information within the scope of this Arrangement without delay.
2. Contact Points may in particular be requested to:
 - (a) Ensure general communication, including on such matters as appointments, strategic exchanges, organisation of workshops, as well as of courtesy and study visits;
 - (b) Expedite, facilitate or coordinate the execution of requests for judicial cooperation, and follow-up on the status of specific requests, without prejudice to the transmission channels provided for in bilateral or multilateral instruments applicable between Uruguay and the EU Member States concerned;
 - (c) Enable direct contact with the competent authorities of Uruguay;
 - (d) Clarify particular provisions of national legislation and provide legal advice related to the legal system of Uruguay;
 - (e) Advise on how to submit requests for judicial cooperation to Uruguay, including in urgent cases;
 - (f) Attend and facilitate the participation of the competent authorities of Uruguay in coordination meetings and coordination centres organised at Eurojust in cases involving Uruguay and EU Member States;
 - (g) Support the setting-up of and facilitate the participation of the competent authorities of Uruguay in joint investigation teams supported by Eurojust;
 - (h) Assist with resolving any issues that might arise in the framework of judicial cooperation between Eurojust and Uruguay.

Article 5

Functions of Eurojust

Eurojust may be called to:

- (a) Facilitate or coordinate the execution of requests for judicial cooperation, and follow-up on the status of specific requests, without prejudice to the transmission channels provided for in bilateral or multilateral instruments applicable between Uruguay and the EU Member State(s) concerned;
- (b) Enable direct contact with competent national authorities;
- (c) Clarify particular provisions of national legislation and provide legal advice related to the legal system of EU Members States;
- (d) Advise on how to submit requests for judicial cooperation to EU Members States, including in urgent cases;
- (e) Facilitate the participation of the competent authorities of Uruguay in coordination meetings and coordination centres organised at Eurojust in cases involving Uruguay;
- (f) Support the setting-up of and facilitate the participation of the competent authorities of Uruguay in joint investigations teams supported by Eurojust;
- (g) Assist with resolving any issues that might arise in the framework of judicial cooperation between Eurojust and Uruguay.

CHAPTER III – EXCHANGE OF INFORMATION

Article 6

Purpose and use

1. Exchange of information between the Parties shall only take place for the purpose of this Arrangement as established in Article 1(1) and in accordance with the respective legal frameworks of the Parties.
2. The Parties shall inform each other, at the moment of supply of information or before, of the purpose for which the information is supplied and of any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms. Where the need for such restrictions becomes apparent after the supply of the information, the Parties shall inform each other of such restrictions as soon as possible.
3. The use of information for a different purpose than that for which the information was transmitted shall be subject to the prior authorisation of the transmitting Party.

Article 7

Confidentiality

The Parties, in accordance with their respective existing legislation, shall be bound by an obligation of confidentiality in respect of information received in the implementation of this Arrangement. Any restriction imposed by the Parties or EU national authorities on the use of the information transmitted or received shall be respected, except when such information has already been made public or is accessible to the public.

Article 8

Onward transmission

Any information received by either Party under this Arrangement may only be transmitted onward to a third party with the prior written consent of the transmitting Party and subject to any conditions or restrictions indicated by that Party in accordance with its legal framework.

Article 9

Liability

1. If damage is caused to one Party or to an individual as a result of unauthorised or incorrect information processing under this Arrangement by the other Party, that Party shall be liable for such damage, in accordance with its respective legal framework.
2. Each Party shall be liable for damages caused to the other Party or third parties in accordance with its respective legal framework.

CHAPTER IV – FINAL PROVISIONS

Article 10

Amendments

This Arrangement may be amended in writing, at any time, by mutual consent between the Parties.

Article 11

Expenses

Each Party shall bear their own expenses that may arise in the course of implementation of this Arrangement, unless otherwise agreed on a case-by-case basis.

Article 12

Settlement of disputes

1. Any disputes that may arise in connection with the interpretation or application of this Arrangement shall be settled by means of consultation and negotiation between the Parties with a view to finding an equitable solution.
2. In the event of a serious failing by either Party to comply with the provisions of this Arrangement, or if a Party is of the view that such a failing may occur in the near future, either Party may suspend the application of this Arrangement temporarily.

Article 13

Assessment of cooperation

At least once every two years, the Parties shall report to each other on the implementation of this Arrangement and propose methods for improvement.

Article 14

Termination

1. This Arrangement may be terminated by either Party upon three months written notification.
2. In case of termination, the Parties shall reach agreement under the conditions set out in this Arrangement on the continued use and storage of the information exchanged between them. If no agreement is reached, either Party is entitled to request the deletion of the information transmitted.

Article 15

1. For the Office of the Prosecutor General of Uruguay, this Agreement is signed *ad referendum* and remains subject to the subsequent approval process before the competent authorities of the signing institution.
2. The Arrangement shall enter into force on the first day following the date on which the Office of the Prosecutor General of Uruguay notifies Eurojust of the completion of its internal approval procedures.

Done at The Hague, on **4 December 2025** in duplicate in English and Spanish language. In the event of any discrepancy, the English text shall prevail.

For the Office of the Prosecutor General
of Uruguay,

For Eurojust,

CLAUDIA ARRIAGA

Representative of the Public Prosecution Office

MICHAEL SCHMID

President

