



Reg. č.: 5/24

EUROPEAN
PUBLIC
PROSECUTOR'S
OFFICE

EPPO/FA/2023/04

FRAMEWORK AGREEMENT

between

the General Prosecutor's Office of the Slovak Republic ("GPSR") and

the European Public Prosecutor's Office ('EPPO')

**on financing by the EPPO of the costs related to cross-border investigations under
Article 31 of the EPPO Regulation**

The General Prosecutor's Office of the Slovak Republic ("GPSR"), hereinafter referred to as "the Beneficiary", and the European Public Prosecutor's Office ("EPPO"), together referred to as "the Parties",

Having regard to Articles 86 and 325 of the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office ('the EPPO'), hereinafter referred to as "the EPPO Regulation", and in particular Articles 19 and 31 thereof,

Having regard to Decision 003/2020 of the College of the EPPO on the Internal Rules of Procedures of the EPPO, as subsequently amended and supplemented, and in particular Article 53 thereof,

Having regard to Decision 002/2021 of the College of the EPPO of 13 January 2021 on the Financial Rules applicable to the EPPO, as amended and supplemented by Decision 023/2023 of the College of the EPPO, and in particular Articles 43 and 91 thereof,

Having regard to Decision 006/2022 of the College of the EPPO of 26 January 2022 adopting Guidelines on the application of Article 31 of Regulation (EU) 2017/1939,

Taking into account that Article 31 of the EPPO Regulation establishes a special legal basis for the EPPO to cover from its budget the costs related to investigation measures in cross-border cases,

Have agreed the following:

Article 1 – Object of the Framework Agreement

This Framework Agreement sets out the rights and obligations of the Parties, as well as terms and conditions applicable to the financing granted by the EPPO to the Beneficiary in order for EPPO to finance from the EPPO budget costs incurred in the framework of Article 31 of the



EPPO/FA/2023/04

EPPO Regulation, pursuant to Decision 006/2022¹ of the EPPO College and Articles 43 and 91 of the amended EPPO Financial Rules.

Article 2 – Scope of the costs covered

The scope of the services and disposable costs to be possibly covered is limited to those described under Article 31 of the EPPO Regulation and in the Guidelines of the College of the EPPO as per Decision 006/2022 on the application of Article 31 of the EPPO Regulation.

The EPPO shall cover only the costs related to investigation measures in cross-border cases incurred by the Beneficiary.

Article 3 – Funding requests ex-ante eligibility verification and registration

The EPPO shall finance the costs related to investigation measures in cross-border cases under Article 31 of the EPPO Regulation on the basis of actual costs incurred by the Beneficiary.

The request for financing shall be initiated by the handling and/or assisting European Delegated Prosecutor(s) who need to purchase specific services falling within the scope described in Article 2 of this Framework Agreement.

The request is made through ex-ante (in all cases possible) submission, by the EDP and verification by the EPPO of the eligibility of the costs.

The EDP informs her/his national administration upon confirmation of the eligibility of the expenditure under the scope of Article 31 of the EPPO Regulation.

Article 4 – Payment to beneficiary national authority of eligible expenditure

The Beneficiary national authority shall submit periodically – at the end of each calendar quarter – to the EPPO a claim for reimbursement (debit note) of the previously recognised eligible expenditure, together with supporting documents demonstrating the effective costs incurred and the confirmation of the delivery of services.

The debit note and supporting documents shall be sent by e-mail () to the attention of the Administrative Director of the EPPO.

¹ Decision 006/2022 of the College of the EPPO adopting Guidelines on the application of Article 31 of Regulation (EU) 2017/1939.



EPPO/FA/2023/04

Payment shall be made within a maximum period of 60 days from the deadline for submission of the debit note, excluding eventual suspension periods aiming to ascertain legality and regularity of the claim.

Complete supporting documents shall be filed at the premises of the Beneficiary national authority for internal accounting purposes, and made available for checks and audits for three years following the reimbursement by the EPPO. The EPPO reserves the right, upon receipt of the request for reimbursement or at a later stage, to require the submission of this set of documents in specific situations.

Article 5 – Communications

All communications concerning the implementation of this Framework Agreement shall be in writing and shall be sent to the following addresses:

For the EPPO: [\[redacted\]](#)

For the Beneficiary national authority:

Article 6 – Control and audit

The EPPO and any mandated parties have the right to control the supporting documents provided by the beneficiaries or subcontracting parties at any time against legality and regularity.

The EPPO shall have the power of audit, on the basis of documents and on the spot, over all beneficiaries, contractors and subcontractors who have received Union funds from the EPPO. In a spirit of good cooperation, the Parties endeavour to facilitate any such checks or audits.

Article 7 – Amendment of the Framework Agreement

Any amendment of the present Framework Agreement shall require mutual agreement and take the form of a written amendment, which shall form an integral part of the present Framework Agreement.

Article 8 – Validity and Termination



EPPO/FA/2023/04

This Framework Agreement shall be valid for an indefinite period.

Each party may terminate the present Framework Agreement providing a 6 months prior written notice, or less as agreed between the Parties. This prior notice shall be of a sufficient duration to allow any pending legitimate claim to be processed.

Article 9 – Entry into force

The Framework Agreement shall enter into force on the date of the last signature.

Done in two originals, in English, one for each Party, both texts being equally authentic.

For the Beneficiary,

For the EPPO,

Dr. h. c. JUDr. Maroš Žilinka, PhD.

Olivier RAMSAYER

Prosecutor General

Administrative Director

Signature:

Signature:

Place: Bratislava

Place: Luxembourg

Date: 11-12-2023

Date: 12/12/2023