

**Consolidated text of the model agreement on the establishment of a Joint Investigation Team,  
following the approval of the Council Resolution of 22 December 2021 on a revised Appendix I <sup>(1)</sup>**

(2022/C 44/02)

**MODEL AGREEMENT ON THE ESTABLISHMENT OF A JOINT INVESTIGATION TEAM**

**In accordance with:**

[Please indicate here the applicable legal bases, which may be taken from – but not limited to – the instruments listed below:

- Article 13 of the Convention on Mutual Assistance in Criminal Matters between the Member States of the European Union of 29 May 2000 <sup>(2)</sup>;
- Council Framework Decision of 13 June 2002 on joint investigation teams <sup>(3)</sup>;
- Article 1 of the Agreement between the European Union and the Republic of Iceland and the Kingdom of Norway on the application of certain provisions of the Convention of 29 May 2000 on Mutual Assistance in Criminal Matters between the Member States of the European Union and the 2001 Protocol thereto of 29 December 2003 <sup>(4)</sup>;
- Article 5 of the Agreement on Mutual Legal Assistance between the European Union and the United States of America <sup>(5)</sup>;
- Article 20 of the second additional protocol to the European Convention on Mutual Assistance in Criminal Matters of 20 April 1959 <sup>(6)</sup>;
- Article 9(1)(c) of the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances (1988) <sup>(7)</sup>;
- Article 19 of the United Nations Convention against Transnational Organized Crime (2000) <sup>(8)</sup>;
- Article 49 of the United Nations Convention against Corruption (2003) <sup>(9)</sup>;
- Article 27 of the Police Cooperation Convention for South East Europe (2006) <sup>(10)</sup>.]

**1. Parties to the Agreement**

The following parties have concluded an agreement on the setting up of a joint investigation team, hereafter referred to as 'JIT':

1. [Insert name of the first competent agency/administration of a State as a Party to the agreement]

And

2. [Insert name of second competent agency/administration of a State as a party to the agreement]

The parties to this agreement may decide, by common consent, to invite other States' agencies or administrations to become parties to this agreement.

<sup>(1)</sup> OJ C 44, 28.1.2022, p. 1.

<sup>(2)</sup> OJ C 197, 12.7.2000, p. 3.

<sup>(3)</sup> OJ L 162, 20.6.2002, p. 1.

<sup>(4)</sup> OJ L 26, 29.1.2004, p. 3.

<sup>(5)</sup> OJ L 181, 19.7.2003, p. 34.

<sup>(6)</sup> CET No 182.

<sup>(7)</sup> United Nations, *Treaty Series*, vol. 1582, p. 95.

<sup>(8)</sup> United Nations, *Treaty Series*, vol. 2225, p. 209 Doc. A/RES/55/25.

<sup>(9)</sup> United Nations, *Treaty Series*, vol. 2349, p. 41; Doc. A/58/422.

<sup>(10)</sup> Registration with the Secretariat of the United Nations: Albania, 3 June 2009, No 46240.

## 2. Purpose of the JIT

This agreement shall cover the setting up of a JIT for the following purpose:

*[Please provide a description of the specific purpose of the JIT.]*

*This description should include the circumstances of the crime(s) being investigated in the States involved (date, place and nature) and, if applicable, reference to the ongoing domestic procedures. References to case-related personal data are to be kept to a minimum.*

*This section should also briefly describe the objectives of the JIT (including e.g. collection of evidence, coordinated arrest of suspects, asset freezing ...). In this context, Parties should consider including the initiation and completion of a financial investigation as one of the JIT objectives <sup>(11)</sup>.]*

## 3. Period covered by this agreement

The parties agree that the JIT will operate for *[please indicate specific duration]*, starting from the entry into force of this agreement.

This agreement shall enter into force when the last party to the JIT has signed it. This period may be extended by mutual consent.

## 4. States in which the JIT will operate

The JIT will operate in the States of the parties to this agreement.

The team shall carry out its operations in accordance with the law of the States in which it operates at any particular time.

## 5. JIT Leader(s)

The leaders of the team shall be representatives of the competent authorities participating in criminal investigations from the States in which the team operates at any particular time, under whose leadership the members of the JIT shall carry out their tasks.

The parties have designated the following persons to act as leaders of the JIT:

Name	Position/Rank	Authority/Agency	State

Should any of the abovementioned persons be unable to carry out their duties, a replacement will be designated without delay. Written notification of such replacement shall be provided to all concerned parties and annexed to this agreement.

## 6. Members of the JIT

In addition to the persons referred to in point 5, a list of JIT members shall be provided by the parties in a dedicated annex to this agreement <sup>(12)</sup>.

Should any of the JIT members be unable to carry out their duties, a replacement will be designated without delay by written notification sent by the competent leader of the JIT.

## 7. Participants in the JIT

Parties to the JIT agree to involve *[Insert here e.g., Eurojust, Europol, OLAF...]* as participants in the JIT. Specific arrangements related to the participation of *[Insert name]* are to be dealt with in the relevant appendix to this agreement.

<sup>(11)</sup> Parties should refer in this context to the Council Conclusions and Action Plan on the way forward with regard to financial investigation (Council document 10125/16 + COR1).

<sup>(12)</sup> When needed, the JIT may include national asset recovery experts.

## 8. **Gathering of information and evidence**

The JIT leaders may agree on specific procedures to be followed regarding the gathering of information and evidence by the JIT in the States in which it operates.

The parties entrust the JIT leaders with the task of giving advice on the obtaining of evidence.

## 9. **Access to information and evidence**

The JIT leaders shall specify the processes and procedures to be followed regarding the sharing between them of information and evidence obtained pursuant to the JIT in each Member State.

*[In addition, parties may agree on a clause containing more specific rules on access, handling and use of information and evidence. Such clause may in particular be deemed appropriate when the JIT is based neither on the EU Convention nor on the Framework Decision (which already include specific provisions in this respect – see Article 13(10) of the Convention).]*

## 10. **Exchange of information and evidence obtained prior to the JIT**

Information or evidence already available at the time of the entry into force of this agreement, and which pertains to the investigation described in this agreement, may be shared between the parties in the framework of this agreement.

## 11. **Information and evidence obtained from States not participating in the JIT**

Should a need arise for a mutual legal assistance request to be sent to a State that does not participate in the JIT, the requesting State shall consider seeking the agreement of the requested State to share with the other JIT party/parties the information or evidence obtained as a result of the execution of the request.

## 12. **Specific arrangements related to seconded members**

*[When deemed appropriate, parties may, under this clause, agree on the specific conditions under which seconded members may:*

- carry out investigations – including in particular coercive measures — in the State of operation (if deemed appropriate, domestic legislations may be quoted here or, alternatively, annexed to this agreement)*
- request measures to be carried out in the State of secondment*
- share information collected by the team*
- carry/use weapons]*

## 13. **Amendments to the agreement**

This agreement may be amended by mutual consent of the parties. Unless otherwise stated in this agreement, amendments can be made in any written form agreed upon by the parties <sup>(13)</sup>.

## 14. **Consultation and coordination**

The parties will ensure they consult with each other whenever needed for the coordination of the activities of the team, including, but not limited to:

- the review of the progress achieved and the performance of the team
- the timing and method of intervention by the investigators
- the best manner in which to undertake eventual legal proceedings, consideration of appropriate trial venue, and confiscation.

## 15. **Communication with the media**

If envisaged, timing and content of communication with the media shall be agreed upon by the parties and followed by the participants.

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<sup>(13)</sup> Examples of wordings can be found in Appendices 2 and 3.

**16. Evaluation**

The parties may consider evaluating the performance of the JIT, the best practice used and lessons learned. A dedicated meeting may be arranged to carry out the evaluation.

*[In this context, parties may refer to the specific JITs evaluation form developed by the EU Network of JITs experts. EU funding may be sought to support the evaluation meeting.]*

**17. Specific arrangements**

*[Please insert, if applicable. The following sub-chapters are intended to highlight possible areas that may be specifically described.]*

## 17.1. Rules of disclosure

*[Parties may wish to clarify here applicable national rules on communication to the defence and/or annex a copy or a summary of them.]*

## 17.2. Management of assets/asset recovery arrangements

## 17.3. Liability

*[Parties may wish to regulate this aspect, particularly when the JIT is based neither on the EU Convention nor on the Framework Decision (which already include specific provisions in this respect – see Articles 15 and 16 of the Convention).]*

**18. Organisational arrangements**

*[Please insert, if applicable. The following sub-chapters are intended to highlight possible areas that may be specifically described.]*

## 18.1. Facilities (office accommodation, vehicles, other technical equipment)

## 18.2. Costs/expenditures/insurance

## 18.3. Financial support to JITs

*[Under this clause, Parties may agree on specific arrangements concerning roles and responsibilities within the team concerning the submission of applications for EU funding.]*

## 18.4. Language of communication

Done at [place of signature], [date]

[Signatures of all parties]

## Appendix I

## TO THE MODEL AGREEMENT ON THE ESTABLISHMENT OF A JOINT INVESTIGATION TEAM

## Participants in a JIT

## I. Arrangement with Eurojust/Europol/the Commission (OLAF):

## Eurojust's participation in the JIT

The following persons shall participate in the JIT:

Name	Position

According to point [insert relevant point] of the JIT Agreement, [insert name of Member State] has decided that its National Member of Eurojust (Deputy/Assistant to the National Member of Eurojust\*) shall participate in the joint investigation team.

Eurojust shall support the JIT's activities by providing its expertise and facilities for the coordination of the investigations and prosecutions in line with the applicable legal framework.

[Insert name of third country] has decided that its Liaison Prosecutor posted at Eurojust shall participate in the joint investigation team as a formal representative of [insert name of third country] in accordance with a cooperation agreement signed between Eurojust and [insert name of third country].

Should any of the abovementioned persons be unable to carry out their duties, a replacement shall be designated. Written notification of the replacement shall be provided to all parties concerned, and annexed to this agreement.

Date/signature\* (\* if applicable)

**Europol’s participation in the JIT**

**Parties to the JIT (ISO codes preferred):**

**Date JIT signed by parties:**

**References (optional):**

**1. Europol participants in the JIT**

The following persons (identified by staff number) shall participate in the JIT:

Europol Staff number	Position	Team/ Unit

Should any of the abovementioned persons be unable to carry out their duties, a replacement shall be designated. Written notification of the replacement shall be provided to all parties concerned, and annexed to this agreement.

**2. Conditions of participation for Europol staff**

- 2.1. Europol staff participating in the joint investigation team shall assist all the members of the team and provide the full range of Europol’s support services to the joint investigation as provided for and in accordance with the Europol Regulation. They shall not apply any coercive measures. However, participating Europol staff may, if instructed and under the guidance of the leader(s) of the team, be present during operational activities of the joint investigation team, in order to render on-the-spot advice and assistance to the members of the team who execute coercive measures, provided that no legal constraints exist at national level where the team operates.
- 2.2. Article 11(a) of the Protocol on the Privileges and Immunities of the European Union shall not apply to Europol staff during their participation in the JIT<sup>1</sup>. During the operations of the JIT, Europol staff shall, with respect to offences committed against or by them, be subject to the national law of the Member State of operation applicable to persons with comparable functions.
- 2.3. Europol staff may liaise directly with members of the JIT and provide all members of the JIT with all necessary information in accordance with the Europol Regulation

Date/signature

<sup>1</sup> Protocol on the Privileges and Immunities of the European Union (consolidated version) (OJ C 202, 7.6.2016, p. 266).

### OLAF's participation in the JIT

agreed between the competent judicial authorities of [Member States] on [date]

OLAF<sup>1</sup> shall participate in an assistance, expertise and coordination capacity (if agreed) in the JIT. This participation shall take place under the conditions laid down in this arrangement and as provided for in the applicable EU instruments.

#### Participants

The following persons from OLAF shall participate in the JIT:

Name	Function

OLAF shall notify the other parties of the JIT in writing of any addition to or removal from the above list of persons.

#### Specific arrangements related to the participation of OLAF

##### 1. Principles of participation

- 1.1. OLAF staff participating in the JIT shall assist with gathering evidence and provide expertise to the members of the team in accordance with the OLAF legislation and in accordance with the national law of the Member State where the team operates.
- 1.2. The OLAF staff participating in the JIT shall work under the guidance of the leader(s) of the team as identified in point [insert relevant point] of the agreement, 'JIT leaders', and shall provide any assistance and expertise necessary to achieve the objectives and purpose of the JIT, as identified by the leader(s) of the team.
- 1.3. OLAF staff have the right not to perform tasks which they consider to be in breach of their obligations under the OLAF legislation. In such cases, the OLAF staff member shall inform the Director-General of OLAF or a representative thereof. OLAF shall consult with the leader(s) of the team with a view to finding a mutually satisfactory solution.
- 1.4. OLAF staff participating in the JIT shall not take any coercive measures. However, participating OLAF staff may, under the guidance of the leader(s) of the team, be present during operational activities of the JIT, in order to render on-the-spot advice and assistance to the members of the team who execute coercive measures, provided that no legal constraints exist at national level where the team operates.

##### 2. Type of assistance

- 2.1. Participating OLAF staff shall provide the full range of OLAF's assistance services, in accordance with the OLAF legislation, as far as required or requested. This includes providing operational and technical assistance and expertise to the criminal investigations, and providing and verifying information, including forensic data and analytical reports.

- 2.2. OLAF staff participating in the JIT may assist in all activities, in particular by providing administrative, documentary and logistical support, strategic, technical and forensic support, and tactical and operational expertise and advice to the members of the JIT, as required by the leader(s) of the team.
- 3. *Access to OLAF's information processing systems*
  - 3.1. OLAF staff may liaise directly with members of the JIT and provide members and seconded members of the JIT, in accordance with the OLAF legislation, with information from relevant files in the OLAF Case Management System. The conditions and restrictions on the use of this information must be respected.
  - 3.2. Information obtained by OLAF staff members while part of the JIT may, with the consent and under the responsibility of the Member State which provided the information, be included in the relevant files of the OLAF Case Management System.
- 4. *Costs and equipment*
  - 4.1. The Member State in which investigative measures are being undertaken shall be responsible for providing the technical equipment (office equipment, accommodation, telecommunications, etc.) necessary for the accomplishment of the tasks and shall pay the costs incurred. That Member State shall also provide office communication equipment and other technical equipment necessary for the (encrypted) exchange of data. The costs shall be paid by that Member State.
  - 4.2. OLAF shall cover the costs incurred as a result of the participation of OLAF staff in the JIT.

Date/signature

<sup>1</sup> As set up by Commission Decision 1999/352/EC, ECSC, Euratom of 28 April 1999 establishing the European Anti-Fraud Office (OLAF), last amended by Commission Decision (EU) 2015/512 of 25 March 2015, and as mandated by Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (referred to herein as 'the OLAF legislation').

**II. Arrangement with bodies competent by virtue of provisions adopted within the framework of the Treaties, and other international bodies:**

- 1. The following persons shall participate in the JIT:

Name	Position/Rank	Organisation

Should any of the abovementioned persons be unable to carry out their duties, a replacement shall be designated. Written notification of such replacement shall be provided to all parties concerned, and annexed to this agreement.



2. Specific arrangements:

2.1. *First participant in the agreement*

- 2.1.1. Purpose of participation
- 2.1.2. Rights conferred (if any)
- 2.1.3. Provisions concerning costs
- 2.1.4. Purpose and scope of participation

*Appendix II***TO THE MODEL AGREEMENT ON THE ESTABLISHMENT OF A JOINT INVESTIGATION TEAM****Agreement to extend a joint investigation team**

The parties have agreed to extend the joint investigation team (hereinafter 'JIT') set up by agreement of *[insert date]*, done at *[insert place of signature]*, a copy of which is attached hereto.

The parties consider that the JIT should be extended beyond the period for which it was set up *[insert date on which period ends]*, since its purpose as established in Article *[insert article on purpose of JIT here]* has not yet been achieved.

The circumstances requiring the JIT to be extended have been carefully examined by all parties. The extension of the JIT is considered essential to the achievement of the purpose for which the JIT was set up.

The JIT will therefore remain in operation for an additional period of *[please indicate specific duration]* from the entry into force of this agreement. The above period may be extended further by the parties by mutual consent.

Date/signature

*Appendix III***TO THE MODEL AGREEMENT ON THE ESTABLISHMENT OF A JOINT INVESTIGATION TEAM**

The parties have agreed to amend the written agreement setting up a joint investigation team (hereinafter 'JIT') of [*insert date*], done at [*insert place*], a copy of which is attached hereto.

The signatories have agreed that the following articles shall be amended as follows:

1. (Amendment ...)
  
2. (Amendment ...)

The circumstances requiring the JIT agreement to be amended have been carefully examined by all parties. The amendment(s) to the JIT agreement is/are deemed essential to achieve the purpose for which the JIT was set up.

Date/signature

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