



Brussels, 25.6.2026  
COM(2026) 283 final

ANNEX

**ANNEX**

**to the proposal for a**

**Council decision**

**on the signing of an Agreement between the European Union and the People's Democratic Republic of Algeria on the cooperation between the European Union Agency for Criminal Justice Cooperation (Eurojust) and the authorities of the People's Democratic Republic of Algeria competent for judicial cooperation in criminal matters**

## ANNEX

EU – Algeria final negotiated text 03.02.2026

### **Draft Agreement**

**between**

**the People’s Democratic Republic of Algeria and the European Union on judicial cooperation in criminal matters between the competent authorities of Algeria and the European Union Agency for Criminal Justice Cooperation (Eurojust)**

THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA, hereinafter referred to as ‘Algeria’,

and

THE EUROPEAN UNION, hereinafter referred to as ‘the Union’,

hereinafter jointly referred to as ‘the Parties’,

HAVING REGARD TO the relevant provisions of the Association Agreement between Algeria and the Union<sup>1</sup>,

HAVING REGARD TO Order No 66/155 of 8 June 1966, as amended and supplemented, establishing the Code of Criminal Procedure of the People's Democratic Republic of Algeria,

HAVING REGARD TO Law No 18/07 of 10 June 2018 of the People's Democratic Republic of Algeria on the protection of individuals in the processing of personal data, as amended and supplemented by Law No .../25 of .....,

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/JHA<sup>2</sup> (hereinafter referred to as ‘the Eurojust Regulation’),

CONSIDERING the interests of both Algeria and the Union in developing close and dynamic judicial cooperation in criminal matters between the competent authorities of Algeria and Eurojust to address the challenges posed by serious crime, in particular organised crime, terrorism, corruption, money laundering and cybercrime, while ensuring the freedoms and fundamental rights of individuals, including privacy and the protection of personal data,

CONVINCED that judicial cooperation between the competent authorities of Algeria and Eurojust will be mutually beneficial and contribute to the development of the common values of both Parties, including freedom, security and justice,

CONSIDERING the high level of protection of personal data in the Union and Algeria,

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<sup>1</sup> OJ L 265, 10.10.2005, p. 1, Euro-Mediterranean Agreement establishing an Association between the European Community and its Member States and the People's Democratic Republic of Algeria. Presidential Decree No 05-159, JORA No 31 of 30 April 2005 ratifying the Euro-Mediterranean Agreement establishing an Association between the People’s Democratic Republic of Algeria, of the one part, and the European Community and its Member States, of the other part, signed in Valencia on 22 April 2002, and Annexes 1 and 6 thereto, Protocols Nos 1 and 7 and the Final Act.

<sup>2</sup> OJ L 295, 21.11.2018, p. 138.

CONSIDERING the Universal Declaration of Human Rights of 10 December 1948 (United Nations, Resolution 217 A) and the international agreements by which the two Parties are bound,

RESPECTING the International Covenant on Civil and Political Rights of 16 December 1966 (United Nations, Resolution 2200 A),

CONSIDERING the United Nations Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment of 10 December 1984 (United Nations, Resolution 39/46),

RESPECTING the United Nations Convention against Corruption of 31 October 2003 (GA/UN, Resolution 58/4),

RESPECTING the United Nations Convention against Transnational Organized Crime (UNTOC) of 15 November 2000 (GA/UN, Resolution 55/25),

HAVING REGARD TO the Union's obligation to abide by the Council of Europe Convention for the Protection of Human Rights and Fundamental Freedoms (ETS No 5), done at Rome on 4 November 1950, which is reflected in the Charter of Fundamental Rights of the European Union,

HAVE AGREED AS FOLLOWS:

## **Chapter I**

### **Definitions, objectives, scope and common provisions**

#### *Article 1*

#### *Definitions*

For the purpose of this Agreement the following definitions apply:

- (1) 'Eurojust' means the European Union Agency for Criminal Justice Cooperation, established by the Eurojust Regulation;
- (2) 'Member States' means the Member States of the Union;
- (3) 'competent authority' means
  - for the Union, Eurojust, as defined in paragraph 1, and
  - for Algeria, any national authority listed in Annex II to this Agreementwith responsibilities under domestic law relating to the investigation and prosecution of criminal offences, including the implementation of judicial cooperation instruments in criminal matters;
- (4) 'transferring authority' means the competent authority which transfers personal data, where applicable;
- (5) 'receiving authority' means the competent authority which receives information relating to personal data, where applicable;
- (6) 'Union bodies' means the institutions, bodies and agencies set up by the Treaties on European Union and on the Functioning of the European Union or on the basis thereof, as listed in Annex III a) to this Agreement;

- (7) 'serious crime' means the forms of crime listed in Annex I to this Agreement in accordance with the provisions and context of this Agreement;
- (8) 'related criminal offences' means the criminal offences committed in order to procure the means of committing serious crimes, to facilitate or commit serious crimes or to ensure impunity for those committing serious crimes;
- (9) 'Assistant' means a person who may assist a National Member, as referred to in Chapter II, Section II, of the Eurojust Regulation, and the National Member's Deputy, or the Liaison Prosecutor, as referred to in Article 5 of this Agreement;
- (10) 'Liaison Prosecutor' means a person who holds the function of a public prosecutor, a judge or an investigating judge in Algeria in accordance with its domestic law and is seconded by Algeria to Eurojust pursuant to Article 5 of this Agreement;
- (11) 'Liaison Magistrate' means a magistrate as referred to in the Eurojust Regulation, posted by Eurojust to Algeria pursuant to Article 7 of this Agreement;
- (12) 'personal data' means any information, on any medium, relating to an identified or identifiable natural person ('data subject'), who can be identified directly or indirectly, in particular by reference to an identification number or one or more factors specific to the physical, physiological, genetic, biometric, mental, economic, cultural or social identity of that person or other identifiers such as location data or an online identifier;
- (13) 'processing' means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, encryption, erasure or destruction;
- (14) 'data subject' means any identified or identifiable natural person whose personal data are processed;
- (15) 'genetic data' means personal data relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person, resulting in particular from an analysis of a biological sample from the natural person in question;
- (16) 'biometric data' means personal data resulting from specific technical processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person;
- (17) 'information' means personal and non-personal data;
- (18) 'personal data breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- (19) 'supervisory authority' means, for the Union, the European Data Protection Supervisor and, for Algeria, the national personal data protection authority (autorité nationale de protection des données à caractère personnel);
- (20) 'data concerning health' means any information relating to the physical or mental health of the data subject;

- (21) ‘National Members’ means the National Members seconded to Eurojust by each Member State of the European Union, in accordance with the Eurojust Regulation;
- (22) ‘processing authority’ means the authority that processes the personal data transferred under this Agreement, as referred to in Articles 14 to 17.

## ***Article 2***

### ***Objectives***

1. The overall objective of this Agreement is to enhance judicial cooperation between the competent authorities of Algeria and Eurojust in combating serious crime.
2. This Agreement allows for the transfer of personal data between the competent authorities of Algeria and Eurojust, in order to support and strengthen their action, and their cooperation in investigating and prosecuting serious crime, in particular organised crime and terrorism, corruption, money laundering and cybercrime, and related criminal offences, while ensuring appropriate safeguards with respect to the fundamental rights and freedoms of individuals, including privacy and the protection of personal data.

## ***Article 3***

### ***Scope***

In accordance with the relevant provisions of this Agreement, the Parties shall ensure that Eurojust and the competent authorities of Algeria cooperate in the fields of their activities and powers in combating serious crime, as listed in Annex I to this Agreement, as regards coordination and cooperation in investigations and criminal proceedings.

## ***Article 4***

### ***Contact points***

1. Algeria shall designate at least one contact point within its domestic competent authorities to facilitate communication and cooperation between Eurojust and the competent authorities of Algeria. The Liaison Prosecutor shall not be a contact point.  
Algeria shall also designate a contact point for terrorism matters.
2. The contact point(s) for Algeria shall be notified to the Union. Algeria shall inform the Union if its contact points change.
3. Algeria may ask the Union to designate a contact point in Eurojust with a view to facilitating communication on cooperation between Eurojust and the competent authorities of Algeria. The Liaison Magistrate shall not be a contact point.

## ***Article 5***

### ***Liaison Prosecutor and staff***

1. To facilitate the cooperation provided for in this Agreement, Algeria shall second a Liaison Prosecutor to Eurojust.
2. The mandate and the duration of the secondment of the Liaison Prosecutor shall be determined by Algeria in agreement with Eurojust.

3. The Liaison Prosecutor may be assisted by Assistants and support staff, depending on the workload and in consultation with Eurojust. When necessary, the Assistants may replace the Liaison Prosecutor or act on the Liaison Prosecutor's behalf.
4. The Liaison Prosecutor and the Liaison Prosecutor's Assistants shall be competent to act with the judicial authorities of the states concerned within the framework of Eurojust.
5. The Liaison Prosecutor and the Liaison Prosecutor's Assistants shall have access to the information contained in the domestic criminal records or in any other relevant register of Algeria, in accordance with its domestic law.
6. In the performance of their functions, the Liaison Prosecutor and the Liaison Prosecutor's Assistants shall have the power to contact the competent authorities of Algeria directly in accordance with the laws and regulations in force.
7. Algeria shall inform Eurojust of the exact nature and extent of the powers conferred on the Liaison Prosecutor and the Liaison Prosecutor's Assistants within Algeria to carry out their tasks in accordance with this Agreement.
8. The details of the tasks of the Liaison Prosecutor and the Liaison Prosecutor's Assistants, their rights and obligations and the costs involved shall be governed by a working arrangement concluded between the Ministry of Justice of Algeria and Eurojust in accordance with Article 28 of this Agreement.
9. The working documents of the Liaison Prosecutor and the Liaison Prosecutor's Assistants shall be inviolable.

#### *Article 6*

##### *Operational and strategic meetings*

1. The Liaison Prosecutor, the Liaison Prosecutor's Assistants, and other representatives of the competent authorities of Algeria, including the contact points referred to in Article 4, may participate in meetings on strategic matters at the invitation of the President of Eurojust, and in meetings on operational matters with the approval of the National Members concerned.
2. National Members, their Deputies and Assistants, the Administrative Director of Eurojust and Eurojust staff may attend meetings organised by the Liaison Prosecutor or the Liaison Prosecutor's Assistants when invited to do so by the Liaison Prosecutor.

#### *Article 7*

##### *Liaison Magistrate*

1. For the purpose of facilitating judicial cooperation with Algeria, Eurojust may, as provided for in its Regulation, second a Liaison Magistrate to Algeria, in accordance with this Agreement.
2. Eurojust shall inform Algeria of the exact nature and extent of the powers conferred on the Liaison Magistrate to carry out their tasks in accordance with this Agreement.
3. The details of the Liaison Magistrate's tasks, the Liaison Magistrate's rights and obligations and the costs involved shall be governed by a working arrangement concluded between the Ministry of Justice of Algeria and Eurojust.

## *Article 8*

### *Joint Investigation Teams*

1. Eurojust may provide assistance to establish joint investigation teams (JITs) between the national authorities of one or more Member States and the competent authorities of Algeria pursuant to the applicable legal basis enabling judicial cooperation in criminal matters.
2. For the purposes of paragraph 1, Eurojust may be requested to provide financial or technical assistance to operate a JIT that it supports operationally.

## **Chapter II**

### **Information exchange and data protection**

## *Article 9*

### *Purposes of processing personal data*

1. Personal data requested and received under this Agreement shall be processed only for the purposes of the prevention and detection of criminal offences, related investigations and prosecutions or the execution of criminal penalties, in accordance with the relevant provisions of this Agreement and within the limits of Article 10 and the respective mandates of the competent authorities.
2. The competent authorities shall clearly indicate, no later than at the time of transfer of the personal data, the specific purpose or purposes for which the data are transferred.

## *Article 10*

### *General data protection principles*

1. Each Party shall ensure that personal data transferred and subsequently processed under this Agreement are:
  - (a) processed fairly and lawfully, and only for the purposes for which they have been transferred in accordance with Article 9, and that this is carried out in a fully transparent manner. The transparency mentioned above shall be taken to refer to the rules and principles governing the processing of personal data.
  - (b) adequate, relevant and not excessive in relation to the purposes for which they are processed;
  - (c) accurate and, where necessary, kept up to date; each Party ensuring that the competent authorities take every reasonable step to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without undue delay;
  - (d) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
  - (e) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate internal technical or organisational measures.

2. The transferring authority may indicate, at the time of transfer of such data, any restriction on access thereto or on the use to be made thereof, in general or specific terms, including as regards their onward transfer, erasure or destruction after a certain period of time, or their further processing. Where the need for such restrictions becomes apparent after the data has been transferred, the transferring authority shall inform the receiving authority accordingly.
3. Each Party shall ensure that the receiving authority complies with any restriction of the access to or the use of the personal data indicated by the transferring authority as referred to in paragraph 2.
4. Each Party shall provide that its competent authorities implement appropriate technical and organisational measures in order to be able to demonstrate that the personal data processing complies with this Agreement and that the rights of the data subjects concerned are protected.
5. Each Party shall comply with the safeguards provided for in this Agreement, regardless of the nationality of the data subject concerned and without discrimination.
6. Each Party shall ensure that information transferred under this Agreement has not been obtained or is not used in violation of human rights recognised by international law in accordance with the respective international commitments and obligations of each of the Parties.  
  
Each Party shall also ensure that the information received is not used to request the death penalty or that, if such a penalty is pronounced, it is not carried out.
7. Each Party shall ensure that a record is kept of all transfers of personal data under this Article and of the purposes of such transfers.

### *Article 11*

#### *Processing of data of victims and witnesses, and special categories of personal data*

1. The transfer of personal data in respect of victims of a criminal offence, witnesses or other persons who can provide information concerning criminal offences shall be allowed only where strictly necessary and proportionate in individual cases for investigating and prosecuting serious crime.
2. The transfer of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data processed for the purpose of uniquely identifying an individual, data concerning an individual's health or intimate private life, including their sex life, shall be allowed only where strictly necessary and proportionate in individual cases for investigating and prosecuting serious crime.
3. The Parties shall ensure that the processing of personal data under paragraphs 1 and 2 is subject to additional safeguards, including restrictions of access, additional security measures and restrictions of onward transfers.

### *Article 12*

#### *Automated processing of personal data*

Decisions based solely on automated processing of transferred personal data, including profiling, which produce an adverse legal effect on the data subject or significantly affect

them, shall be prohibited, unless authorised by law for the investigation and prosecution of serious crime and unless there are appropriate statutory safeguards for the rights and freedoms of the data subject, including at least the right to obtain human intervention.

### *Article 13*

#### *Onward transfer of the personal data received*

1. Algeria shall ensure that its competent authorities are prohibited from transferring personal data received under this Agreement to other Algerian authorities unless all of the following conditions are fulfilled:
  - (a) Eurojust has given its prior explicit authorisation;
  - (b) the onward transfer is only for the purposes for which the data were transferred in accordance with Article 9; and
  - (c) the transfer is subject to the same conditions and safeguards as those applying to the original transfer.

Without prejudice to Article 10(2), no prior authorisation shall be needed when personal data are shared, where necessary, with one of the bodies concerned listed in Annex IV.

2. Algeria shall ensure that its competent authorities are prohibited from transferring personal data received under this Agreement to the authorities of a third country or to an international organisation, unless all of the following conditions are fulfilled:
  - (a) the onward transfer concerns personal data other than those covered by Article 11;
  - (b) Eurojust has given its prior explicit authorisation; and
  - (c) the purpose of the onward transfer is the same as the purpose of the transfer by Eurojust.
3. The Union shall ensure that Eurojust is prohibited from transferring personal data received under this Agreement to other bodies of the Union or authorities of the Member States, unless all of the following conditions are fulfilled:
  - (a) Algeria has given its prior explicit authorisation;
  - (b) the onward transfer is only for the purposes for which the data were transferred, in accordance with Article 9; and
  - (c) the transfer is subject to the same conditions and safeguards as those applying to the original transfer.

Without prejudice to Article 10(2), no prior authorisation shall be needed when personal data are shared, where necessary, with one of the authorities or bodies concerned listed in Annex III.

4. The Union shall ensure that Eurojust is prohibited from transferring personal data received under this Agreement to the authorities of a third country or to an international organisation, unless all of the following conditions are fulfilled:
  - (a) the onward transfer concerns personal data other than those covered by Article 11;
  - (b) Algeria has given its prior explicit authorisation; and

- (c) the purpose of the onward transfer is the same as the purpose of the transfer by Algeria.

#### *Article 14*

##### *Right of access*

1. The Parties shall provide for the right of the data subject to obtain confirmation from the processing authorities as to whether or not personal data relating to them are being processed under this Agreement, and, if so, to access at least information on the following:
  - (a) the purposes and legal basis for the processing, the categories of data concerned, and, where applicable, the recipients or categories of recipients to whom the personal data have been or will be disclosed;
  - (b) the existence of the right to obtain from the authority rectification, erasure, or restriction of the processing of personal data;
  - (c) where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
  - (d) notification, using clear and plain language, of the personal data undergoing processing and of any available information as to the sources of those data;
  - (e) the right to lodge a complaint with the supervisory authority referred to in Article 21;
  - (f) the contact details of the supervisory authority.

In cases where the right of access referred to in the first subparagraph is exercised, the transferring authority shall be consulted on a non-binding basis before a final decision on the request for access is taken.

2. The Parties shall provide for the processing authority concerned to address the request without undue delay and, in any case, within three months of the receipt of the request.
3. The Parties may provide for the possibility of delaying, refusing or restricting the communication of the information referred to in paragraph 1, to the extent that and for as long as such delay, refusal or restriction constitutes a measure that is necessary and proportionate, taking into account the fundamental rights and interests of the data subject, in order to:
  - (a) avoid obstructing official or legal inquiries, investigations or procedures;
  - (b) avoid prejudicing the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties;
  - (c) protect public security;
  - (d) protect national security; or
  - (e) protect the rights and freedoms of others, in particular of victims and witnesses.
4. The Parties shall provide for the processing authority concerned to inform the data subject in writing of:
  - (a) any delay, refusal or restriction of access and of the reasons therefor; and

- (b) the possibility of lodging a complaint with the competent supervisory authority or of seeking a judicial remedy.

The information set out in the first subparagraph, point (a), of this paragraph, may be omitted where the provision of that information might undermine the purpose of the delay, refusal or restriction under paragraph 3.

## *Article 15*

### *Right to rectification, erasure or restriction*

1. The Parties shall provide for any data subject to have the right to obtain from the processing authorities the rectification of inaccurate personal data relating to them. Depending on the purposes of the processing, the right to obtain rectification shall include the right to have incomplete personal data transferred under this Agreement supplemented.
2. The Parties shall provide for any data subject to have the right to obtain from the processing authorities the erasure of personal data relating to them where the processing of the personal data infringes Article 10(1), Article 11 or Article 12, or where the personal data have to be erased in order to comply with a legal obligation to which the authorities are subject.
3. The Parties may provide for the possibility for the processing authorities to grant restriction of processing rather than the rectification or erasure of personal data as referred to in paragraphs 1 and 2 where:
  - (a) the accuracy of the personal data is contested by the data subject and their accuracy or inaccuracy cannot be ascertained; or
  - (b) the personal data have to be stored for the purposes of evidence.
4. The transferring authority and the processing authority shall inform each other of any cases referred to in paragraphs 1, 2 and 3. The processing authority shall rectify, erase or restrict the processing of the personal data concerned in accordance with the action taken by the transferring authority.
5. The Parties shall provide for the processing authority, on receipt of a request under paragraph 1 or 2, to inform the data subject in writing without undue delay that the personal data have been rectified or erased, or that their processing has been restricted.
6. The Parties shall provide for the processing authority, on receipt of a request under paragraph 1 or 2, to inform the data subject in writing of:
  - (a) any refusal of the request and of the reasons for it;
  - (b) the possibility of lodging a complaint with the competent supervisory authority; and
  - (c) the possibility of seeking a judicial remedy.

The information listed in the first subparagraph, point (a), of this paragraph, may be omitted under the conditions set out in Article 14(3).

## ***Article 16***

### ***Notification of a personal data breach to the authorities concerned***

1. The Parties shall provide, in the event of a personal data breach affecting personal data transferred under this Agreement, for their respective receiving and transferring authorities to notify each other as well as their respective supervisory authority of that breach without delay, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons, and to take measures to mitigate its possible adverse effects.
2. The notification shall at least describe:
  - (a) the nature of the personal data breach, including, where possible, the categories and number of data subjects concerned and the categories and number of personal data records concerned;
  - (b) the likely consequences of the personal data breach;
  - (c) the measures taken or proposed to be taken by the processing authority, including the measures taken to mitigate its possible adverse effects.
3. Where, and in so far as, it is not possible to provide the information referred to in paragraph 2 at the same time, the information may be provided in phases without undue further delay.
4. The Parties shall provide for their respective processing authorities to document any personal data breach affecting personal data transferred under this Agreement, including the facts surrounding the breach, its effects and the remedial action taken, thereby enabling their respective supervisory authority to verify compliance with this Article.

## ***Article 17***

### ***Communication of a personal data breach to the data subject***

1. The Parties shall, where a personal data breach as referred to in Article 16 is likely to result in a high risk to the rights and freedoms of natural persons, provide for their respective authorities to communicate the personal data breach to the data subject without undue delay.
2. The communication to the data subject pursuant to paragraph 1 shall describe in clear and plain language the nature of the personal data breach and contain at least the elements provided for in Article 16 (2) points (b) and (c).
3. The communication to the data subject referred to in paragraph 1 shall not be required if:
  - (a) the personal data concerned by the breach were subject to appropriate technological and organisational protection measures that render the data unintelligible to any person who is not authorised to access them;
  - (b) subsequent measures have been taken which ensure that the high risk to the rights and freedoms of data subjects is no longer likely to materialise; or
  - (c) such communication would involve disproportionate effort, in particular owing to the number of cases involved. If so, the authority shall issue a public communication or similar measure whereby the data subjects are informed in an equally effective manner.

4. The communication to the data subject may be delayed, restricted or omitted under the conditions set out in Article 14(3).

### ***Article 18***

#### ***Storage, review, correction and deletion of personal data***

1. The Parties shall provide for appropriate time limits to be established for the storage of personal data received under this Agreement or for a periodic review of the need for the storage of such data, so that such data are stored for no longer than is necessary for the purposes for which they are transferred.
2. In any case, the need for continued storage shall be reviewed no later than three years after the transfer of the personal data.
3. Where a transferring authority has reason to believe that personal data previously transferred by it are incorrect, inaccurate, no longer up to date, or should not have been transferred, it shall inform the receiving authority, which shall rectify or erase the personal data, and provide notification thereof to the transferring authority.
4. Where a competent authority has reason to believe that personal data previously received by it are incorrect, inaccurate, no longer up to date, or should not have been transferred, it shall inform the transferring authority, which shall provide its position on the matter.

Where the transferring authority concludes that the personal data are incorrect, inaccurate, no longer up to date, or should not have been transferred, it shall inform the receiving authority, which shall rectify or erase the personal data concerned and provide notification thereof to the transferring authority.

### ***Article 19***

#### ***Logging and documentation***

1. The Parties shall provide for the keeping of logs or other documentation of the collection of, alteration of, access to, disclosure of, including onward transfer, combination and erasure of personal data.
2. The logs or documentation referred to in paragraph 1 shall be made available to the supervisory authority on request and shall be used only for verification of the lawfulness of data processing, self-monitoring and ensuring proper data integrity and security.

### ***Article 20***

#### ***Data security***

1. The Parties shall ensure the implementation of technical and organisational measures to protect personal data transferred under this Agreement.
2. In respect of automated data processing, the Parties shall ensure the implementation of measures designed to:
  - (a) deny unauthorised persons access to data processing equipment used for processing personal data (“equipment access control”);
  - (b) prevent the unauthorised reading, copying, modification or removal of data media (“data media control”);

- (c) prevent the unauthorised input of personal data and the unauthorised inspection, modification or deletion of stored personal data (“storage control”);
- (d) prevent the use of automated data processing systems by unauthorised persons using data- communication equipment (“user control”);
- (e) ensure that persons authorised to use an automated data processing system have access only to the personal data covered by their access authorisation (“data access control”);
- (f) ensure that it is possible to verify and establish to which entities personal data may be or have been transmitted using data communication equipment (“communication control”);
- (g) ensure that it is possible to verify and establish which personal data have been input into automated data processing systems and when and by whom the personal data were input (“input control”);
- (h) prevent the unauthorised reading, copying, modification or deletion of personal data during their transfer or during transportation of data media (“transport control”);
- (i) ensure that installed systems may, in the event of interruption, be restored immediately (“recovery”);
- (j) ensure that the functions of the system perform without fault, that the appearance of faults in the functions is immediately reported (‘reliability’) and that stored personal data cannot be corrupted by system malfunctions (‘integrity’).

## *Article 21*

### *Supervisory authority*

1. The Parties shall provide for one or more independent public authorities responsible for data protection to oversee the implementation of, and ensure compliance with this Agreement, for the purpose of protecting the fundamental rights and freedoms of natural persons in relation to the processing of personal data.
2. The Parties shall ensure that:
  - (a) each supervisory authority acts with complete independence in performing its tasks and exercising its powers;
  - (b) each supervisory authority is free from external influence, whether direct or indirect, and neither seeks nor accepts instructions;
  - (c) the members of each supervisory authority have a secure term of office, including safeguards against arbitrary removal.
3. The Parties shall ensure that each supervisory authority has the human, technical and financial resources, premises, and infrastructure necessary for the effective performance of its tasks and exercise of its powers.
4. The Parties shall ensure that each supervisory authority has effective powers of investigation and intervention to exercise oversight over the bodies it supervises, and to engage in legal proceedings.

5. The Parties shall ensure that each supervisory authority has powers to hear and address complaints from individuals about the use of their personal data.

#### ***Article 22***

##### ***Right to an effective judicial remedy***

1. The Parties shall ensure that, without prejudice to any other administrative or non-judicial remedy, each data subject has the right to an effective judicial remedy where they consider that their rights guaranteed under this Agreement have been infringed as a result of the processing of their personal data in breach of this Agreement.
2. The right to an effective judicial remedy shall include the right to compensation, under the conditions set out in the respective legal framework of each Party, for any damage caused to the data subject by such processing as a result of a violation of the Agreement.

#### ***Article 23***

##### ***Notification of implementation***

1. The Parties shall provide for each competent authority to make publicly available its contact details as well as a document setting out, in clear and plain language, information regarding the safeguards for personal data guaranteed under this Agreement, including information covering at least the items referred to in Article 14(1), points (a) and (c), and the means available for the exercise of the rights of data subjects.
2. Where not already in place, the competent authorities shall adopt rules specifying how compliance with the provisions regarding the processing of personal data will be enforced in practice.

### **Chapter III**

## **Confidentiality of information**

#### ***Article 24***

##### ***Confidentiality of information exchanged***

When implementing the provisions of this Agreement, the Parties shall be obliged to ensure the confidentiality of information exchanged between Eurojust and the competent authorities of Algeria, unless that information has already lawfully been made public or is accessible to the public.

#### ***Article 25***

##### ***Exchange of EU classified or sensitive non-classified information***

The exchange of EU classified or sensitive non-classified information, if necessary under this Agreement, and its protection shall be regulated by a working arrangement concluded between Eurojust and the competent authorities of Algeria.

## **Chapter IV**

### **Liability**

#### *Article 26*

##### *Liability*

The competent authorities of the Parties shall be liable, in accordance with their respective legal frameworks, for any damage caused to an individual as a result of legal or factual errors in information exchanged. In order to avoid liability under the respective legal frameworks of the Parties vis-à-vis an injured individual, neither Eurojust nor the competent authorities of Algeria may plead that a competent authority of the other Party has transferred inaccurate information. If a competent authority were to pay compensation to an individual on account of the use that it has made of inaccurate or incorrect information received, the representatives of the Parties shall conduct consultations with a view to reaching a mutually acceptable solution in accordance with this Agreement.

## **Chapter V**

### **Final provisions**

#### *Article 27*

##### *Expenses*

The Parties shall ensure that the competent authorities bear their own expenses which arise during the implementation of this Agreement, unless provision is made to the contrary in this Agreement or in the working arrangement.

#### *Article 28*

##### *Working arrangement*

The details of the cooperation between the Parties to implement this Agreement shall be governed by a working arrangement concluded between the Ministry of Justice of Algeria and Eurojust in accordance with this Agreement.

#### *Article 29*

##### *Notification of prior actions for the implementation of the Agreement*

Each Party shall ensure that a copy of the documents relating to the safeguards and rules applicable in the area of data processing, as referred to in Article 23, is sent/submitted to the other Party and its supervisory authority.

### ***Article 30***

#### ***Notification of the supervisory authorities***

The Parties shall notify each other of the supervisory authority responsible for overseeing the implementation of, and ensuring compliance with, this Agreement in accordance with Article 21.

### ***Article 31***

#### ***Entry into force and application***

1. This Agreement shall be approved by the Parties in accordance with their own internal procedures in force.
2. This Agreement shall enter into force on the first day of the second month following the last date on which one of the Parties notifies the other that the procedures referred to in paragraph 1 have been completed.
3. This Agreement shall apply as from the first day after the date on which all of the following conditions have been fulfilled:
  - (d) the Parties have signed a working arrangement referred to in Article 28;
  - (e) the Parties have notified each other of the prior actions required for the implementation of this Agreement, in particular those set out in Article 23;and
  - (f) each Party has informed the notifying Party that the notification referred to in point (b) of this paragraph and the actions described therein are in conformity with this Agreement.

The Parties shall notify each other in writing confirming the fulfilment of the conditions set out in this paragraph.

### ***Article 32***

#### ***Amendments***

1. Amendments to this Agreement may be made in writing at any time, by mutual consent between the Parties. Such amendments shall be contained in a separate document, duly signed. They shall enter into force in accordance with the procedure set out in Article 31(1) and (2).
2. Updates to the Annexes to this Agreement may be agreed between the Parties by an exchange of notes through diplomatic channels.
3. If any substantial changes are made to the Eurojust Regulation that affect the provisions of this Agreement, the Union shall inform Algeria thereof within two months. If Algeria raises fundamental objections to the amended scope of the Eurojust Regulation, it may terminate this Agreement in accordance with Article 35 within two months.

### ***Article 33***

#### ***Review and evaluation***

1. The Parties shall jointly review the implementation of this Agreement one year after the date of entry into application, and at regular intervals thereafter, and whenever requested by either Party and agreed between the Parties.
2. The Parties shall jointly evaluate this Agreement four years after the date of entry into application.
3. The Parties shall decide in advance on the details of the review and shall communicate to each other the composition of their respective teams. Each team shall include experts in judicial cooperation and data protection. Subject to applicable laws, the experts who take part in the review shall be required to have appropriate security clearances and to respect the confidentiality of the discussions. For the purposes of any review, each Party shall make any necessary information available to the other Party, including by communicating with the responsible staff of the relevant authorities mentioned in this Agreement.

### ***Article 34***

#### ***Dispute resolution and suspension***

1. If a dispute arises in connection with the interpretation, application or implementation of this Agreement or any related matters, the representatives of the Parties shall enter into consultations and negotiations with a view to reaching a mutually agreeable solution.

In the event of different views on the interpretation of the text, the French version of the text shall be the point of reference as the language in which this Agreement was negotiated.

2. Notwithstanding paragraph 1, in the event of a material breach or of non-fulfilment of obligations under this Agreement, or if there is a proven indication that such a material breach or such non-fulfilment of obligations is likely to occur or is imminent, either Party may suspend the application of this Agreement, in whole or in part, by written notification to the other Party.

Such written notification shall not be made until after the Parties have engaged in consultations lasting 45 days without reaching a resolution.

Suspension shall take effect 30 days from the date of receipt of such notification. Such suspension may be lifted by the suspending Party upon written notification to the other Party. The suspension shall be lifted immediately upon receipt of that notification.

3. Notwithstanding any suspension of the application of this Agreement, information falling within the scope of this Agreement and transferred prior to its suspension shall continue to be processed in accordance with this Agreement.
4. One Party may postpone the transfer of personal data in the event that, and for as long as, the other Party ceases to provide for, and implement, the safeguards and obligations under Chapter II.

### ***Article 35***

#### ***Termination***

1. Either of the Parties may terminate this Agreement. Such termination shall take effect three (3) months after the date of receipt of the corresponding written notification to the other Party through diplomatic channels.
2. Information falling within the scope of this Agreement transferred prior to its termination shall continue to be processed in accordance with this Agreement as in force on the date of termination.
3. In the event of termination, the Parties shall agree on the continued use and storage of the information that has already been communicated between them. If no agreement is reached, either Party is entitled to require that the information which it has communicated be destroyed or returned to it.

### ***Article 36***

#### ***Notifications***

1. Notifications in accordance with this Agreement shall be sent:
  - (a) in the case of Algeria, to the Ministry of Foreign Affairs, the National Community Abroad and African Affairs;
  - (b) in the case of the Union, to the European Commission.
2. The information about the addressee of notifications referred to in paragraph 1 may be updated through diplomatic channels.

### ***Article 37***

#### ***Relation to other international instruments***

This Agreement shall be without prejudice to, and not otherwise affect, the provisions of any bilateral or multilateral agreement on cooperation, any mutual legal assistance treaty, any other cooperation agreement or arrangement, or any working-level judicial cooperation relationship in criminal matters between Algeria and any Member State.

This Agreement is drawn up in duplicate in the Arabic, Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each text being equally authentic.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, duly authorised by the Parties to this effect, have signed this Agreement.

Done at ....., this .....day of.....in the year .....

For the **European Union**

For the **the People's Democratic Republic of Algeria**

## ANNEX I

### Forms of serious crime (Article 1, point (7))

- terrorism,
- organised crime,
- drug trafficking,
- money-laundering activities,
- crime connected with nuclear and radioactive substances,
- immigrant smuggling,
- trafficking in human beings,
- motor vehicle crime,
- murder and grievous bodily injury,
- illicit trade in human organs and tissue,
- kidnapping, illegal restraint and hostage-taking,
- racism and xenophobia,
- robbery and aggravated theft,
- illicit trafficking in cultural goods, including antiques and works of art,
- swindling and fraud,
- crime against the financial interests of the Union,
- insider dealing and financial market manipulation,
- racketeering and extortion,
- counterfeiting and piracy of products,
- forgery of administrative documents and trafficking therein,
- forgery of money and means of payment,
- computer crime,
- corruption,
- illicit trafficking in weapons, munitions and explosives,
- illicit trafficking in endangered animal species,
- illicit trafficking in endangered plant species and varieties,
- environmental crime, including ship-source pollution,
- illicit trafficking in hormonal substances and other growth promoters,
- sexual abuse and sexual exploitation, including child abuse material and solicitation of children for sexual purposes,
- other crimes for which Eurojust has competence.

The forms of crime referred to in this Annex shall be interpreted by the competent authorities of Algeria in accordance with the law of Algeria.

## ANNEX II

### Competent authorities of Algeria and their competences

(Article 1(3))

The competent authorities of Algeria to which Eurojust may transfer data are as follows:

Authority	Description of Competences
Ministry of Justice	All the competences of a central authority responsible for international mutual legal assistance
Courts (courts of first instance) 214 - public prosecutors - investigating judges - juvenile court judges - judges ( <i>juges de siège</i> )	Public prosecution and investigations
judicial courts (courts of appeal) 48 - prosecutors-general ( <i>procureurs généraux</i> ) - judges ( <i>juges de siège</i> )	Public prosecution and investigations
Specialised courts:  1- Criminal court (exists at each Court): * a criminal court of first instance * a criminal court of appeal  2- Military courts	1 To judge at first instance and on appeal adults accused of a crime        2 Governed by the Military Justice Code ( <i>code de justice militaire</i> )  Law No 18-14 of 29 July 2018 amending and supplementing Order No 71-28 of 22 April 1971
- Specialised units ( <i>poles spécialisés</i> ):	

<p>1 The national crime unit for combating infringements relating to information and communication technologies (<i>pole penal national de lutte contre les infractions liées aux technologies de l'information et de la communication</i>)</p> <p>2 The economic and financial crime unit (<i>pole pénal économique et financier</i>)</p> <p><b>– Courts of broader territorial competence</b></p>	<p>1 responsible for prosecuting and investigating infringements relating to information and communication technologies and associated infringements and for judging these infringements when they constitute offences</p> <p>2 responsible for detecting, investigating, prosecuting and judging highly complex economic and financial infringements and associated infringements</p> <p>It has joint competence with courts of broader territorial competence</p> <p>responsible for prosecuting, investigating and judging infringements relating to drug trafficking, transnational organised crime, damage to automated data processing systems, money laundering and terrorism, and infringements of foreign exchange legislation</p>
<p>Criminal police bodies: Directorate-General for National Security (Direction Générale de la Sureté Nationale) – Gendarmerie Nationale – Directorate-General for Internal Security (Direction Générale de la Sureté Intérieure) – Directorate-General for Army Security (Direction Centrale de la Sécurité de l'Armée)</p> <p>All officers, officials and servants designated in the Code of Criminal Procedure or a specific act</p>	<p>They take receipt of complaints and reports, gather evidence and conduct investigations</p>
<p>The Central Office for Combating Corruption (L'office central de repression de la corruption)</p>	<p>Responsible for conducting investigations into infringements related to corruption</p>



## ANNEX III

### Union bodies and EU national authorities concerned

(Article 1(6))

- (a) Union bodies
- Authority for Anti-Money Laundering and Countering the Financing of Terrorism (AMLA)
  - European Central Bank (ECB)
  - European Anti-Fraud Office (OLAF)
  - European Border and Coast Guard Agency (FRONTEX)
  - European Union Intellectual Property Office (EUIPO)
  - European Union Agency for Law Enforcement Cooperation (Europol)
  - European Public Prosecutor's Office (EPPO)
- (b) The national authorities responsible for investigations and prosecutions relating to criminal offences in the EU Member States concerned.

## ANNEX IV

### Algerian bodies

(Article 13(1))

- The Bank of Algeria
- The Financial Information Processing Unit (cellule de traitement du renseignement financier – CTRF)
- The Directorate-General for Taxation (direction générale des impôts)
- The national coastguard service (service national des gardes cotes)
- The Interpol National Central Bureau - Algiers
- The Algerian National Intellectual Property Institute (Institut National Algérien de propriété industrielle – INAPI)
- The National Office for Copyright and Related Rights (Office National des droits d’auteur et des droits voisins – ONDA)