

# Official Journal

## of the European Union

L 39



English edition

Legislation

Volume 53

12 February 2010

Contents

II *Non-legislative acts*

## REGULATIONS

Commission Regulation (EU) No 124/2010 of 11 February 2010 establishing the standard import values for determining the entry price of certain fruit and vegetables ..... 1

Commission Regulation (EU) No 125/2010 of 11 February 2010 fixing the maximum reduction in the duty on maize imported under the invitation to tender issued in Regulation (EC) No 676/2009 ..... 3

## DECISIONS

2010/86/EU, Euratom:

★ **Decision of the European Parliament of 20 January 2010 electing the European Ombudsman** 4

2010/87/EU:

★ **Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (notified under document C(2010) 593) <sup>(1)</sup>** ..... 5

Price: EUR 3

<sup>(1)</sup> Text with EEA relevance

(Continued overleaf)

EN

Acts whose titles are printed in light type are those relating to day-to-day management of agricultural matters, and are generally valid for a limited period.

The titles of all other acts are printed in bold type and preceded by an asterisk.

IV *Acts adopted before 1 December 2009 under the EC Treaty, the EU Treaty and the Euratom Treaty*

★ <b>Council Decision 2010/88/CFSP/JHA of 30 November 2009 on the signing, on behalf of the European Union, of the Agreement between the European Union and Japan on mutual legal assistance in criminal matters .....</b>	<b>19</b>
--	-----------

<b>Agreement between the European Union and Japan on mutual legal assistance in criminal matters .....</b>	<b>20</b>
--	-----------

## II

*(Non-legislative acts)*

## REGULATIONS

## COMMISSION REGULATION (EU) No 124/2010

of 11 February 2010

**establishing the standard import values for determining the entry price of certain fruit and vegetables**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation) <sup>(1)</sup>,

Having regard to Commission Regulation (EC) No 1580/2007 of 21 December 2007 laying down implementing rules for Council Regulations (EC) No 2200/96, (EC) No 2201/96 and (EC) No 1182/2007 in the fruit and vegetable sector <sup>(2)</sup>, and in particular Article 138(1) thereof,

Whereas:

Regulation (EC) No 1580/2007 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in Annex XV, Part A thereto,

HAS ADOPTED THIS REGULATION:

*Article 1*

The standard import values referred to in Article 138 of Regulation (EC) No 1580/2007 are fixed in the Annex hereto.

*Article 2*

This Regulation shall enter into force on 12 February 2010.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 11 February 2010.

*For the Commission,  
On behalf of the President,*

Jean-Luc DEMARTY  
*Director-General for Agriculture and  
Rural Development*

---

<sup>(1)</sup> OJ L 299, 16.11.2007, p. 1.

<sup>(2)</sup> OJ L 350, 31.12.2007, p. 1.

## ANNEX

**Standard import values for determining the entry price of certain fruit and vegetables**

(EUR/100 kg)

CN code	Third country code <sup>(1)</sup>	Standard import value
0702 00 00	IL	176,4
	JO	82,9
	MA	82,1
	TN	124,7
	TR	99,6
	ZZ	113,1
0707 00 05	JO	150,4
	MA	75,9
	TR	140,4
	ZZ	122,2
0709 90 70	IL	247,1
	MA	123,7
	TR	143,3
	ZZ	171,4
0709 90 80	EG	69,8
	MA	131,9
	ZZ	100,9
0805 10 20	EG	49,7
	IL	57,3
	MA	47,1
	TN	47,0
	TR	52,0
	ZZ	50,6
0805 20 10	IL	150,5
	MA	89,1
	ZZ	119,8
0805 20 30, 0805 20 50, 0805 20 70, 0805 20 90	CN	56,3
	EG	57,3
	IL	92,1
	JM	109,6
	MA	85,7
	PK	45,0
	TR	61,9
	ZZ	72,6
0805 50 10	EG	76,3
	IL	76,3
	TR	70,0
	ZZ	74,2
0808 10 80	CL	60,1
	CN	68,1
	MK	24,7
	US	111,9
	ZZ	66,2
0808 20 50	CN	52,8
	US	100,1
	ZA	110,3
	ZZ	87,7

<sup>(1)</sup> Nomenclature of countries laid down by Commission Regulation (EC) No 1833/2006 (OJ L 354, 14.12.2006, p. 19). Code 'ZZ' stands for 'of other origin'.

**COMMISSION REGULATION (EU) No 125/2010****of 11 February 2010****fixing the maximum reduction in the duty on maize imported under the invitation to tender issued  
in Regulation (EC) No 676/2009**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products ('Single CMO' Regulation) <sup>(1)</sup>, and in particular Article 144(1) in conjunction with Article 4 thereof,

Whereas:

- (1) An invitation to tender for the maximum reduction in the duty on maize imported into Spain from third countries was opened by Commission Regulation (EC) No 676/2009 <sup>(2)</sup>.
- (2) Under Article 8 of Commission Regulation (EC) No 1296/2008 of 18 December 2008 laying down detailed rules for the application of tariff quotas for imports of maize and sorghum into Spain and imports of maize into Portugal <sup>(3)</sup> the Commission, in accordance the procedure laid down in Article 195(2) of Regulation

(EC) No 1234/2007, may decide to fix a maximum reduction in the import duty. In fixing this maximum the criteria provided for in Articles 7 and 8 of Regulation (EC) No 1296/2008 must be taken into account.

- (3) A contract is awarded to any tenderer whose tender is equal to or less than the maximum reduction in the duty.
- (4) The Management Committee for the Common Organisation of Agricultural Markets has not delivered an opinion within the time limit set by its Chair,

HAS ADOPTED THIS REGULATION:

*Article 1*

For tenders lodged from 29 January to 11 February 2010 under the invitation to tender issued in Regulation (EC) No 676/2009, the maximum reduction in the duty on maize imported shall be 19,61 EUR/t for a total maximum quantity of 8 000 t.

*Article 2*

This Regulation shall enter into force on 12 February 2010.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 11 February 2010.

*For the Commission,  
On behalf of the President,*

Jean-Luc DEMARTY

*Director-General for Agriculture and  
Rural Development*

---

<sup>(1)</sup> OJ L 299, 16.11.2007, p. 1.

<sup>(2)</sup> OJ L 196, 28.7.2009, p. 6.

<sup>(3)</sup> OJ L 340, 19.12.2008, p. 57.

# DECISIONS

## DECISION OF THE EUROPEAN PARLIAMENT

of 20 January 2010

electing the European Ombudsman

(2010/86/EU, Euratom)

THE EUROPEAN PARLIAMENT,

Having regard to the Treaty on the Functioning of the European Union, and in particular the third paragraph of Article 24 and Article 228 thereof,

Having regard to the Treaty establishing the European Atomic Energy Community, and in particular Article 106a thereof,

Having regard to its Decision 94/262/ECSC, EC, Euratom of 9 March 1994 on the regulations and general conditions governing the performance of the Ombudsman's duties <sup>(1)</sup>,

Having regard to Rule 204 of its Rules of Procedure,

Having regard to the call for applications <sup>(2)</sup>,

Having regard to its vote of 20 January 2010,

HAS DECIDED:

to elect Mr Nikiforos DIAMANDOUROS to serve as European Ombudsman.

Done at Strasbourg, 20 January 2010.

*For the European Parliament*

*The President*

J. BUZEK

---

<sup>(1)</sup> OJ L 113, 4.5.1994, p. 15.

---

<sup>(2)</sup> OJ C 216, 10.9.2009, p. 7.

**COMMISSION DECISION****of 5 February 2010****on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council***(notified under document C(2010) 593)***(Text with EEA relevance)****(2010/87/EU)**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data <sup>(1)</sup>, and in particular Article 26(4) thereof,

After consulting the European Data Protection Supervisor,

Whereas:

(1) Pursuant to Directive 95/46/EC Member States are required to provide that a transfer of personal data to a third country may only take place if the third country in question ensures an adequate level of data protection and the Member States' laws, which comply with the other provisions of the Directive, are respected prior to the transfer.

(2) However, Article 26(2) of Directive 95/46/EC provides that Member States may authorise, subject to certain safeguards, a transfer or a set of transfers of personal data to third countries which do not ensure an adequate level of protection. Such safeguards may in particular result from appropriate contractual clauses.

(3) Pursuant to Directive 95/46/EC the level of data protection should be assessed in the light of all the circumstances surrounding the data transfer operation or set of data transfer operations. The Working Party on the protection of individuals with regard to the processing of personal data established under that Directive has issued guidelines to aid with the assessment.

(4) Standard contractual clauses should relate only to data protection. Therefore, the data exporter and the data importer are free to include any other clauses on business related issues which they consider as being pertinent for the contract as long as they do not contradict the standard contractual clauses.

(5) This Decision should be without prejudice to national authorisations Member States may grant in accordance with national provisions implementing Article 26(2) of Directive 95/46/EC. This Decision should only have the effect of requiring the Member States not to refuse to recognise, as providing adequate safeguards, the standard contractual clauses set out in it and should not therefore have any effect on other contractual clauses.

(6) Commission Decision 2002/16/EC of 27 December 2001 on standard contractual clauses for the transfer of personal data to processors established in third countries, under Directive 95/46/EC <sup>(2)</sup> was adopted in order to facilitate the transfer of personal data from a data controller established in the European Union to a processor established in a third country which does not offer adequate level of protection.

(7) Much experience has been gained since the adoption of Decision 2002/16/EC. In addition, the report on the implementation of Decisions on standard contractual clauses for the transfers of personal data to third countries <sup>(3)</sup> has shown that there is an increasing interest in promoting the use of the standard contractual clauses for international transfers of personal data to third countries not providing an adequate level of protection. In addition, stakeholders have submitted proposals with a view to updating the standard contractual clauses set out in Decision 2002/16/EC in order to take account of the rapidly expanding scope of data-processing activities in the world and to address some issues that were not covered by that Decision <sup>(4)</sup>.

<sup>(2)</sup> OJ L 6, 10.1.2002, p. 52.

<sup>(3)</sup> SEC(2006) 95, 20.1.2006.

<sup>(4)</sup> The International Chamber of Commerce (ICC), Japan Business Council in Europe (JBCE), EU Committee of the American Chamber of Commerce in Belgium (Amcham), and the Federation of European Direct Marketing Associations (FEDMA).

<sup>(1)</sup> OJ L 281, 23.11.1995, p. 31.

- (8) The scope of this Decision should be limited to establishing that the clauses which it sets out may be used by a data controller established in the European Union in order to adduce adequate safeguards within the meaning of Article 26(2) of Directive 95/46/EC for the transfer of personal data to a processor established in a third country.
- (9) This Decision should not apply to the transfer of personal data by controllers established in the European Union to controllers established outside the European Union which fall within the scope of Commission Decision 2001/497/EC of 15 June 2001 on standard contractual clauses for the transfer of personal data to third countries, under Directive 95/46/EC <sup>(1)</sup>.
- (10) This Decision should implement the obligation provided for in Article 17(3) of Directive 95/46/EC and should not prejudice the content of the contracts or legal acts established pursuant to that provision. However, some of the standard contractual clauses, in particular as regards the data exporter's obligations, should be included in order to increase clarity as to the provisions which may be contained in a contract between a controller and a processor.
- (11) Supervisory authorities of the Member States play a key role in this contractual mechanism in ensuring that personal data are adequately protected after the transfer. In exceptional cases where data exporters refuse or are unable to instruct the data importer properly, with an imminent risk of grave harm to the data subjects, the standard contractual clauses should allow the supervisory authorities to audit data importers and sub-processors and, where appropriate, take decisions which are binding on data importers and sub-processors. The supervisory authorities should have the power to prohibit or suspend a data transfer or a set of transfers based on the standard contractual clauses in those exceptional cases where it is established that a transfer on contractual basis is likely to have a substantial adverse effect on the warranties and obligations providing adequate protection for the data subject.
- (12) Standard contractual clauses should provide for the technical and organisational security measures to be applied by data processors established in a third country not providing adequate protection, in order to ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected. Parties should make provision in the contract for those technical and organisational measures which, having regard to applicable data protection law, the state of the art and the cost of their implementation, are necessary in order to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access or any other unlawful forms of processing.
- (13) In order to facilitate data flows from the European Union, it is desirable for processors providing data-processing services to several data controllers in the European Union to be allowed to apply the same technical and organisational security measures irrespective of the Member State from which the data transfer originates, in particular in those cases where the data importer receives data for further processing from different establishments of the data exporter in the European Union, in which case the law of the designated Member State of establishment should apply.
- (14) It is appropriate to lay down the minimum information that the parties should specify in the contract dealing with the transfer. Member States should retain the power to particularise the information the parties are required to provide. The operation of this Decision should be reviewed in the light of experience.
- (15) The data importer should process the transferred personal data only on behalf of the data exporter and in accordance with his instructions and the obligations contained in the clauses. In particular the data importer should not disclose the personal data to a third party without the prior written consent of the data exporter. The data exporter should instruct the data importer throughout the duration of the data-processing services to process the data in accordance with his instructions, the applicable data protection laws and the obligations contained in the clauses.
- (16) The report on the implementation of Decisions on standard contractual clauses for the transfers of personal data to third countries recommended the establishment of appropriate standard contractual clauses on subsequent onwards transfers from a data processor established in a third country to another data processor (sub-processing), in order to take account of business trends and practices for more and more globalised processing activity.

<sup>(1)</sup> OJ L 181, 4.7.2001, p. 19.



- (17) This Decision should contain specific standard contractual clauses on the sub-processing by a data processor established in a third country (the data importer) of his processing services to other processors (sub-processors) established in third countries. In addition, this Decision should set out the conditions that the sub-processing should fulfil to ensure that the personal data being transferred continue to be protected notwithstanding the subsequent transfer to a sub-processor.
- (18) In addition, the sub-processing should only consist of the operations agreed in the contract between the data exporter and the data importer incorporating the standard contractual clauses provided for in this Decision and should not refer to different processing operations or purposes so that the purpose limitation principle set out by Directive 95/46/EC is respected. Moreover, where the sub-processor fails to fulfil his own data-processing obligations under the contract, the data importer should remain liable toward the data exporter. The transfer of personal data to processors established outside the European Union should not prejudice the fact that the processing activities should be governed by the applicable data protection law.
- (19) Standard contractual clauses should be enforceable not only by the organisations which are parties to the contract, but also by the data subjects, in particular where the data subjects suffer damage as a consequence of a breach of the contract.
- (20) The data subject should be entitled to take action and, where appropriate, receive compensation from the data exporter who is the data controller of the personal data transferred. Exceptionally, the data subject should also be entitled to take action, and, where appropriate, receive compensation from the data importer in those cases, arising out of a breach by the data importer or any sub-processor under it of any of its obligations referred to in the paragraph 2 of Clause 3, where the data exporter has factually disappeared or has ceased to exist in law or has become insolvent. Exceptionally, the data subject should be also entitled to take action, and, where appropriate, receive compensation from a sub-processor in those situations where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent. Such third-party liability of the sub-processor should be limited to its own processing operations under the contractual clauses.
- (21) In the event of a dispute between a data subject, who invokes the third-party beneficiary clause, and the data importer, which is not amicably resolved, the data importer should offer the data subject a choice between mediation or litigation. The extent to which the data subject will have an effective choice will depend on the availability of reliable and recognised systems of mediation. Mediation by the data protection supervisory authorities of the Member State in which the data exporter is established should be an option where they provide such a service.
- (22) The contract should be governed by the law of the Member State in which the data exporter is established enabling a third-party beneficiary to enforce a contract. Data subjects should be allowed to be represented by associations or other bodies if they so wish and if authorised by national law. The same law should also govern the provisions on data protection of any contract with a sub-processor for the sub-processing of the processing activities of the personal data transferred by the data exporter to the data importer under the contractual clauses.
- (23) Since this Decision applies only to subcontracting by a data processor established in a third country of his processing services to a sub-processor established in a third country, it should not apply to the situation by which a processor established in the European Union and performing the processing of personal data on behalf of a controller established in the European Union subcontracts his processing operations to a sub-processor established in a third country. In such situations, Member States are free whether to take account of the fact that the principles and safeguards of the standard contractual clauses set out in this Decision have been used to subcontract to a sub-processor established in a third country with the intention of providing adequate protection for the rights of data subjects whose personal data are being transferred for sub-processing operations.
- (24) The Working Party on the protection of individuals with regard to the processing of personal data established under Article 29 of Directive 95/46/EC has delivered an opinion on the level of protection provided under the standard contractual clauses annexed to this Decision, which has been taken into account in the preparation of this Decision.
- (25) Decision 2002/16/EC should be repealed.
- (26) The measures provided for in this Decision are in accordance with the opinion of the Committee established under Article 31 of Directive 95/46/EC,

HAS ADOPTED THIS DECISION:

#### Article 1

The standard contractual clauses set out in the Annex are considered as offering adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights as required by Article 26(2) of Directive 95/46/EC.

#### Article 2

This Decision concerns only the adequacy of protection provided by the standard contractual clauses set out in the Annex for the transfer of personal data to processors. It does not affect the application of other national provisions implementing Directive 95/46/EC that pertain to the processing of personal data within the Member States.

This Decision shall apply to the transfer of personal data by controllers established in the European Union to recipients established outside the territory of the European Union who act only as processors.

#### Article 3

For the purposes of this Decision the following definitions shall apply:

- (a) 'special categories of data' means the data referred to in Article 8 of Directive 95/46/EC;
- (b) 'supervisory authority' means the authority referred to in Article 28 of Directive 95/46/EC;
- (c) 'data exporter' means the controller who transfers the personal data;
- (d) 'data importer' means the processor established in a third country who agrees to receive from the data exporter personal data intended for processing on the data exporter's behalf after the transfer in accordance with his instructions and the terms of this Decision and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (e) 'sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer and who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for the processing activities to be carried out on behalf of the data exporter after the transfer in accordance with the data exporter's instructions, the standard contractual

clauses set out in the Annex, and the terms of the written contract for sub-processing;

- (f) 'applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (g) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

#### Article 4

1. Without prejudice to their powers to take action to ensure compliance with national provisions adopted pursuant to Chapters II, III, V and VI of Directive 95/46/EC, the competent authorities in the Member States may exercise their existing powers to prohibit or suspend data flows to third countries in order to protect individuals with regard to the processing of their personal data in cases where:

- (a) it is established that the law to which the data importer or a sub-processor is subject imposes upon him requirements to derogate from the applicable data protection law which go beyond the restrictions necessary in a democratic society as provided for in Article 13 of Directive 95/46/EC where those requirements are likely to have a substantial adverse effect on the guarantees provided by the applicable data protection law and the standard contractual clauses;
- (b) a competent authority has established that the data importer or a sub-processor has not respected the standard contractual clauses in the Annex; or
- (c) there is a substantial likelihood that the standard contractual clauses in the Annex are not being or will not be complied with and the continuing transfer would create an imminent risk of grave harm to the data subjects.

2. The prohibition or suspension pursuant to paragraph 1 shall be lifted as soon as the reasons for the suspension or prohibition no longer exist.

3. When Member States adopt measures pursuant to paragraphs 1 and 2, they shall, without delay, inform the Commission which will forward the information to the other Member States.

*Article 5*

The Commission shall evaluate the operation of this Decision on the basis of available information three years after its adoption. It shall submit a report on the findings to the Committee established under Article 31 of Directive 95/46/EC. It shall include any evidence that could affect the evaluation concerning the adequacy of the standard contractual clauses in the Annex and any evidence that this Decision is being applied in a discriminatory way.

*Article 6*

This Decision shall apply from 15 May 2010.

*Article 7*

1. Decision 2002/16/EC is repealed with effect from 15 May 2010.
2. A contract concluded between a data exporter and a data importer pursuant to Decision 2002/16/EC before 15 May 2010 shall remain in force and effect for as long as the

transfers and data-processing operations that are the subject matter of the contract remain unchanged and personal data covered by this Decision continue to be transferred between the parties. Where contracting parties decide to make changes in this regard or subcontract the processing operations that are the subject matter of the contract they shall be required to enter into a new contract which shall comply with the standard contractual clauses set out in the Annex.

*Article 8*

This Decision is addressed to the Member States.

Done at Brussels, 5 February 2010.

*For the Commission*  
Jacques BARROT  
Vice-President

## ANNEX

**STANDARD CONTRACTUAL CLAUSES (PROCESSORS)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: .....

Address: .....

Tel. ....; fax .....; e-mail: .....

Other information needed to identify the organisation

.....

(the data **exporter**)

And

Name of the data importing organisation: .....

Address: .....

Tel. ....; fax .....; e-mail: .....

Other information needed to identify the organisation:

.....

(the data **importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

*Clause 1***Definitions**

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data <sup>(1)</sup>;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

<sup>(1)</sup> Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

- (d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

#### Clause 2

##### Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

#### Clause 3

##### Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### Clause 4

##### Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### *Clause 5*

#### **Obligations of the data importer <sup>(1)</sup>**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

<sup>(1)</sup> Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (d) that it will promptly notify the data exporter about:
- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - (ii) any accidental or unauthorised access; and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

#### *Clause 6*

#### **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.



*Clause 7***Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8***Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

*Clause 9***Governing law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely .....

*Clause 10***Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11***Sub-processing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses <sup>(1)</sup>. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely .....

<sup>(1)</sup> This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.



4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*

**Obligation after the termination of personal data-processing services**

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

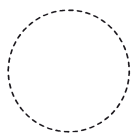
**On behalf of the data exporter:**

Name (written out in full): .....

Position: .....

Address: .....

Other information necessary in order for the contract to be binding (if any):



(stamp of organisation)

Signature .....

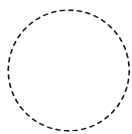
**On behalf of the data importer:**

Name (written out in full): .....

Position: .....

Address: .....

Other information necessary in order for the contract to be binding (if any):



(stamp of organisation)

Signature .....

\_\_\_\_\_

*Appendix 1***to the Standard Contractual Clauses**

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

**Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

.....

.....

.....

**Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

.....

.....

.....

**Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

.....

.....

.....

**Categories of data**

The personal data transferred concern the following categories of data (please specify):

.....

.....

.....

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

.....

.....

.....

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

.....

.....

.....

DATA EXPORTER

Name: .....

Authorised Signature .....

DATA IMPORTER

Name: .....

Authorised Signature .....

\_\_\_\_\_

*Appendix 2*  
**to the Standard Contractual Clauses**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

.....

.....

.....

.....

**ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)**

**Liability**

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the data exporter promptly notifying the data importer of a claim; and
- (b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim <sup>(1)</sup>.

\_\_\_\_\_

<sup>(1)</sup> Paragraph on liabilities is optional.

## IV

(Acts adopted before 1 December 2009 under the EC Treaty, the EU Treaty and the Euratom Treaty)

**COUNCIL DECISION 2010/88/CFSP/JHA****of 30 November 2009****on the signing, on behalf of the European Union, of the Agreement between the European Union and Japan on mutual legal assistance in criminal matters**

THE COUNCIL OF THE EUROPEAN UNION,

HAS DECIDED AS FOLLOWS:

Having regard to the Treaty on European Union, and in particular Articles 24 and 38 thereof,

*Article 1*

The signing of the Agreement between the European Union and Japan on mutual legal assistance in criminal matters is hereby approved on behalf of the European Union, subject to the conclusion of the said Agreement.

Whereas:

The text of the Agreement is attached to this Decision.

*Article 2*

The President of the Council is hereby authorised to designate the person(s) empowered to sign the Agreement on behalf of the European Union, subject to its conclusion.

(1) On 26-27 February 2009 the Council decided to authorise the Presidency, assisted by the Commission, to open negotiations for an Agreement between the European Union and Japan on mutual legal assistance in criminal matters. Those negotiations have been successful and an Agreement has been drawn up.

Done at Brussels, 30 November 2009.

(2) In the absence of bilateral mutual legal assistance treaties between the Member States and Japan, the European Union seeks to establish more effective cooperation between its Member States and Japan in the area of mutual legal assistance in criminal matters.

(3) The Agreement should be signed, subject to its conclusion at a later date,

*For the Council**The President*

B. ASK

**AGREEMENT****between the European Union and Japan on mutual legal assistance in criminal matters**

THE EUROPEAN UNION,

and

JAPAN,

DESIRING to establish more effective cooperation between the European Union Member States and Japan in the area of mutual legal assistance in criminal matters,

DESIRING that such cooperation will contribute to combating crime,

REAFFIRMING their commitment to respect for justice, principles of the rule of law and democracy, and judicial independence,

HAVE AGREED AS FOLLOWS:

*Article 1***Object and purpose**

1. The requested State shall, upon request by the requesting State, provide mutual legal assistance (hereinafter referred to as 'assistance') in connection with investigations, prosecutions and other proceedings, including judicial proceedings, in criminal matters in accordance with the provisions of this Agreement.

2. This Agreement does not apply to extradition, transfer of proceedings in criminal matters and enforcement of sentences other than confiscation provided for under Article 25.

*Article 2***Definitions**

For the purpose of this Agreement:

- (a) the term 'Contracting Parties' means the European Union and Japan;
- (b) the term 'Member State' means a Member State of the European Union;
- (c) the term 'State' means a Member State or Japan;
- (d) the term 'items' means documents, records and other articles of evidence;
- (e) the term 'property' means assets of every kind, whether corporeal or incorporeal, movable or immovable, tangible or intangible, and legal documents or instruments evidencing title to or interest in such assets;
- (f) the term 'instrumentalities' means any property used or intended to be used, in any manner, wholly or in part, to commit a criminal offence;

(g) the term 'proceeds' means any property derived from or obtained, directly or indirectly, through the commission of a criminal offence;

(h) the term 'freezing or seizure' means temporarily prohibiting the transfer, conversion, disposition or movement of property or temporarily assuming custody or control of property on the basis of an order issued by a court or other competent authority; and

(i) the term 'confiscation', which includes forfeiture where applicable, means a penalty or a measure, ordered by a court or other judicial authority following proceedings in relation to a criminal offence or criminal offences resulting in the final deprivation of property.

*Article 3***Scope of assistance**

Assistance shall include the following:

- (a) taking testimony or statements;
- (b) enabling the hearing by videoconference;
- (c) obtaining items, including through the execution of search and seizure;
- (d) obtaining records, documents or reports of bank accounts;
- (e) examining persons, items or places;
- (f) locating or identifying persons, items or places;
- (g) providing items in the possession of the legislative, administrative or judicial authorities of the requested State as well as the local authorities thereof;

- (h) serving documents and informing a person of an invitation to appear in the requesting State;
- (i) temporary transfer of a person in custody for testimony or other evidentiary purposes;
- (j) assisting in proceedings related to freezing or seizure and confiscation of proceeds or instrumentalities; and
- (k) any other assistance permitted under the laws of the requested State and agreed upon between a Member State and Japan.

#### Article 4

##### **Designation and responsibilities of Central Authorities**

Each State shall designate the Central Authority that is the authority responsible for sending, receiving and responding to requests for assistance, the execution of such requests or their transmission to the authorities having jurisdiction to execute such requests under the laws of the State. The Central Authorities shall be the authorities listed in Annex I to this Agreement.

#### Article 5

##### **Communication between Central Authorities**

1. Requests for assistance under this Agreement shall be sent by the Central Authority of the requesting State to the Central Authority of the requested State.
2. The Central Authorities of the Member States and Japan shall communicate directly with one another for the purpose of this Agreement.

#### Article 6

##### **Authorities competent to originate requests**

The authorities which are competent under the laws of the States to originate requests for assistance pursuant to this Agreement are set out in Annex II to this Agreement.

#### Article 7

##### **Authentication**

Documents transmitted by a State pursuant to this Agreement which are attested by the signature or seal of a competent authority or the Central Authority of the State need not be authenticated.

#### Article 8

##### **Requests for assistance**

1. The requesting State shall make a request in writing.
2. The requesting State may, in urgent cases, after having been in contact with the requested State, make a request by

any other reliable means of communication, including fax or e-mail. In such cases, the requesting State shall provide supplementary confirmation of the request in writing promptly thereafter, if the requested State so requires.

3. A request shall include the following:

- (a) the name of the competent authority conducting the investigation, prosecution or other proceeding, including judicial proceeding;
- (b) the facts pertaining to the subject of the investigation, prosecution or other proceeding, including judicial proceeding;
- (c) the nature and stage of the investigation, prosecution or other proceeding, including judicial proceeding;
- (d) the text or a statement of the relevant laws, including applicable penalties, of the requesting State;
- (e) a description of the assistance requested; and
- (f) a description of the purpose of the assistance requested.

4. A request shall, to the extent possible and relevant to the assistance requested, include the following:

- (a) information on the identity and location of any person from whom testimony, statements or items are sought;
- (b) a list of questions to be asked to the person from whom testimony or statements are sought;
- (c) a precise description of persons or places to be searched and of items to be sought;
- (d) a description of why the requesting State considers that the requested records, documents or reports of bank accounts are relevant and necessary for the purpose of the investigation into the offence, and other information that may facilitate the execution of the request;
- (e) information regarding persons, items or places to be examined;
- (f) information regarding persons, items or places to be located or identified;
- (g) information on the identity and location of a person to be served with a document or informed of an invitation, that person's relationship to the proceeding, and the manner in which service is to be made;

(h) information on the allowances and expenses to which a person whose appearance is sought before the competent authority of the requesting State will be entitled; and

(i) a precise description of proceeds or instrumentalities, the location thereof, and the identity of the owner thereof.

5. A request shall, to the extent necessary, also include the following:

(a) a description of any particular manner or procedure to be followed in executing the request;

(b) a description of the reasons for confidentiality concerning the request; and

(c) any other information that should be brought to the attention of the requested State to facilitate the execution of the request.

6. If the requested State considers that the information contained in a request for assistance is not sufficient to meet the requirements under this Agreement to enable the execution of the request, the requested State may request that additional information be provided.

#### *Article 9*

##### **Language**

A request and any documents attached thereto shall be accompanied by a translation into an official language of the requested State or, in all or, in urgent cases, into a language specified in Annex III to this Agreement.

#### *Article 10*

##### **Execution of requests**

1. The requested State shall promptly execute a request in accordance with the relevant provisions of this Agreement. The competent authorities of the requested State shall take every possible measure in their power to ensure the execution of a request.

2. A request shall be executed by using measures that are in accordance with the laws of the requested State. The particular manner or procedure described in the request referred to in paragraph 4(g) or paragraph 5(a) of Article 8 shall be followed to the extent that it is not contrary to the laws of the requested State, and where it is practically possible. In case the execution of the request in the manner or procedure described in the request poses a practical problem for the requested State, the requested State shall consult with the requesting State in order to solve the practical problem.

3. If the execution of a request is deemed to interfere with an ongoing investigation, prosecution or other proceeding,

including judicial proceeding, in the requested State, the requested State may postpone the execution. The requested State shall inform the requesting State of the reasons for the postponement and consult the further procedure. Instead of postponing the execution, the requested State may make the execution subject to conditions deemed necessary after consultations with the requesting State. If the requesting State accepts such conditions, the requesting State shall comply with them.

4. The requested State shall make its best efforts to keep confidential the fact that a request has been made, the contents of the request, the outcome of the execution of the request and other relevant information concerning the execution of the request if such confidentiality is requested by the requesting State. If a request cannot be executed without disclosure of such information, the requested State shall so inform the requesting State, which shall then determine whether the request should nevertheless be executed.

5. The requested State shall respond to reasonable inquiries by the requesting State concerning the status of the execution of a request.

6. The requested State shall promptly inform the requesting State of the result of the execution of a request, and shall provide the requesting State with the testimony, statements or items, obtained as a result of the execution, including any claim from a person from whom testimony, statements or items are sought regarding immunity, incapacity or privilege under the laws of the requesting State. The requested State shall provide originals or, if there are reasonable grounds, certified copies of records or documents. If a request cannot be executed in whole or in part, the requested State shall inform the requesting State of the reasons therefore.

#### *Article 11*

##### **Grounds for refusal of assistance**

1. Assistance may be refused if the requested State considers that:

(a) a request concerns a political offence or an offence connected with a political offence;

(b) the execution of a request is likely to prejudice its sovereignty, security, ordre public or other essential interests. For the purpose of this subparagraph, the requested State may consider that the execution of a request concerning an offence punishable by death under the laws of the requesting State or, in the relations between one Member State, set out in Annex IV to this Agreement, and Japan, an offence punishable by life imprisonment under the laws of the requesting State, could prejudice essential interests of the requested State, unless the requested State and the requesting State agree on the conditions under which the request can be executed;



- (c) there are well-founded reasons to suppose that the request for assistance has been made with a view to prosecuting or punishing a person by reason of race, religion, nationality, ethnic origin, political opinions or sex, or that such person's position may be prejudiced for any of those reasons;
- (d) the person, who is subject to criminal investigations, prosecutions or other proceedings, including judicial proceedings, for which the assistance is requested, in the requesting State, has already been finally convicted or acquitted for the same facts in a Member State or Japan; or
- (e) a request does not conform to the requirements of this Agreement.

2. The requested State may refuse assistance which would necessitate coercive measures under its laws if it considers that the conduct that is the subject of the investigation, prosecution or other proceeding, including judicial proceeding, in the requesting State would not constitute a criminal offence under the laws of the requested State. In the relations between Japan and two Member States, set out in Annex IV to this Agreement, assistance may be refused if the requested State considers that the conduct that is the subject of the investigation, prosecution or other proceeding, including judicial proceeding, in the requesting State would not constitute a criminal offence under the laws of the requested State.

3. Assistance shall not be refused on the ground of bank secrecy.

4. Before refusing assistance pursuant to this Article, the requested State shall consult with the requesting State when the requested State considers that assistance may be provided subject to certain conditions. If the requesting State accepts such conditions, the requesting State shall comply with them.

5. If assistance is refused, the requested State shall inform the requesting State of the reasons for the refusal.

#### Article 12

##### Costs

1. The requested State shall bear all costs related to the execution of a request, unless otherwise agreed between the requesting State and the requested State.

2. Notwithstanding the provisions of paragraph 1, the requesting State shall bear:

- (a) the fees of an expert witness;
- (b) the costs of translation, interpretation and transcription;

(c) the allowances and expenses related to travel of persons pursuant to Articles 22 and 24;

(d) the costs of establishing a video link and costs related to the servicing of a video link in the requested State; and

(e) the costs of an extraordinary nature;

unless otherwise agreed between the requesting State and the requested State.

3. If the execution of a request would impose costs of an extraordinary nature, the requesting State and the requested State shall consult in order to determine the conditions under which the request will be executed.

#### Article 13

##### Limitations on use of testimony, statements, items or information

1. The requesting State shall not use testimony, statements, items or any information, including personal data, provided or otherwise obtained under this Agreement other than in the investigation, prosecution or other proceeding, including judicial proceeding, described in the request without prior consent of the requested State. In giving such prior consent, the requested State may impose such conditions as it deems appropriate.

2. The requested State may request that testimony, statements, items or any information, including personal data, provided or otherwise obtained under this Agreement be kept confidential or be used only subject to other conditions it may specify. If the requesting State agrees to such confidentiality or accepts such conditions, it shall comply with them.

3. In exceptional circumstances a State may, at the time it is providing testimony, statements, items or any information, including personal data, request that the receiving State will give information on the use made of them.

#### Article 14

##### Transport, maintenance and return of items

1. The requested State may request that the requesting State transport and maintain items provided under this Agreement in accordance with the conditions specified by the requested State, including the conditions deemed necessary to protect third-party interests in the items to be transferred.

2. The requested State may request that the requesting State return any items provided under this Agreement in accordance with the conditions specified by the requested State, after such items have been used for the purpose described in a request.

3. The requesting State shall comply with a request made pursuant to paragraph 1 or 2. When such a request has been made, the requesting State shall not examine the items without the prior consent of the requested State if the examination impairs or could impair the item.

#### Article 15

##### **Taking of testimony or statements**

1. The requested State shall take testimony or statements. The requested State shall employ coercive measures in order to do so, if such measures are necessary and the requesting State provides the requested State with information justifying those measures under the laws of the requested State.

2. The requested State shall make its best efforts to make possible the presence of such persons as specified in a request for taking testimony or statements during the execution of the request, and to allow such persons to question the person from whom testimony or statements are sought. In the case that such direct questioning is not permitted, such persons shall be allowed to submit questions to be posed to the person from whom testimony or statements are sought.

3. If a person, from whom testimony or statements are sought pursuant to this Article, asserts a claim of immunity, incapacity or privilege under the laws of the requesting State, testimony or statements may nevertheless be taken, unless the request includes a statement from the requesting State that when such immunity, incapacity or privilege is claimed, the testimony or statements cannot be taken.

#### Article 16

##### **Hearing by videoconference**

1. If a person is in the requested State and has to be heard as a witness or an expert witness by the competent authorities of the requesting State, the requested State may enable testimony or a statement to be taken from that person by those competent authorities by videoconference, if such hearing is necessary for the proceedings of the requesting State. The requesting and the requested States shall consult, if necessary, in order to facilitate resolution of legal, technical or logistical issues that may arise in the execution of the request.

2. The following rules shall apply to the hearing by videoconference unless otherwise agreed between the requesting State and the requested State:

- (a) the authority of the requested State will identify the person to be heard specified in the request, and invite the person to facilitate his or her appearance;
- (b) the hearing will be conducted directly by, or under the direction of, the competent authority of the requesting

State in accordance with its own laws and the fundamental principles of the law of the requested State;

- (c) the authority of the requested State will be present during the hearing, where necessary assisted by an interpreter, and will observe the hearing. If the authority of the requested State is of the view that during the hearing the fundamental principles of the law of the requested State are being infringed, it will immediately take the necessary measures to ensure that the hearing continues in accordance with the said principles;
- (d) at the request of the requesting State or the person to be heard, the requested State will ensure, if necessary, that the person is assisted by an interpreter; and
- (e) the person to be heard may claim the right not to testify which would accrue to him or her under the laws of either the requesting or the requested State. Other measures necessary for the protection of the person as agreed upon between the authorities of the requesting and the requested States will also be taken.

#### Article 17

##### **Obtaining of items**

1. The requested State shall obtain items. The requested State shall employ coercive measures, including search and seizure in order to do so, if such measures are necessary and the requesting State provides the requested State with information justifying those measures under the laws of the requested State.

2. The requested State shall make its best efforts to make possible the presence of such persons as specified in a request for obtaining items during the execution of the request.

#### Article 18

##### **Bank accounts**

1. The requested State shall confirm whether a natural or legal person that is the subject of a criminal investigation holds or controls one or more accounts in the banks specified in the request.

2. The requested State shall provide the specified records, documents or reports of the specified accounts, the records of banking operations which have been carried out during a specified period through the accounts specified in the request, or identified in accordance with paragraph 1 and the specified records, documents or reports of any sending or recipient account.

3. The obligations set out in this Article shall apply only to the extent that the information is in the possession of the bank keeping the account.

4. The requested State may make an execution of a request in paragraphs 1 and 2 dependent on the conditions it applies in respect of requests for obtaining items.

#### Article 19

##### **Examination of persons, items or places**

1. The requested State shall examine persons, items or places. The requested State shall employ coercive measures in order to do so, if such measures are necessary and the requesting State provides the requested State with information justifying those measures under the laws of the requested State.

2. The requested State shall make its best efforts to make possible the presence of such persons as specified in a request for examining persons, items or places during the execution of the request.

#### Article 20

##### **Locating or identifying persons, items or places**

The requested State shall make its best efforts to locate or identify persons, items or places.

#### Article 21

##### **Providing items in possession of the legislative, administrative, judicial or local authorities**

1. The requested State shall provide the requesting State with items that are in the possession of the legislative, administrative or judicial authorities of the requested State as well as the local authorities thereof and are available to the general public.

2. The requested State shall make its best efforts to provide the requesting State with items, including criminal records, that are in the possession of the legislative, administrative or judicial authorities of the requested State as well as the local authorities thereof and are not available to the general public, to the same extent and under the same conditions as such items would be available to its investigative and prosecuting authorities.

#### Article 22

##### **Service of documents and informing a person of an invitation**

1. The requested State shall effect service of documents, including service of summons or other documents requiring the appearance of a person before the competent authority of the requesting State, on persons in the requested State. The requested State shall inform a person in that State of an invitation to appear before the competent authority of the requesting State.

2. Where a request concerns service of a document requiring the appearance of a person before the competent authority of

the requesting State, the request shall be received by the Central Authority of the requested State not less than 50 days before the scheduled appearance date. In urgent cases, the requested State may waive this requirement.

3. Where the requesting State knows that the addressee does not understand the language which the documents, served or sent pursuant to paragraph 1, are drawn up in or translated into, the requesting State shall endeavour to translate the documents, or shall, at least, translate the important passages thereof, also into the language the addressee understands.

4. Documents served pursuant to paragraph 1 shall include a statement that the addressee may obtain information from the competent authority by which the document was issued or from other authorities of the requesting State regarding his or her essential rights and obligations concerning the documents, if any.

5. In informing the result of the service of documents in accordance with paragraph 6 of Article 10, the requested State shall give proof of service by means of a receipt dated and signed by the person served or by means of a statement made by the requested State that service has been effected, as well as on the date, place and manner of service. The requested State shall, upon request by the requesting State, promptly inform the requesting State, where possible, of the response of the person who is invited or required to appear before the competent authority of the requesting State under paragraph 1.

6. A person who has been invited or required to appear before the competent authority of the requesting State under paragraph 1, but does not appear before that authority shall not, by reason thereof, be liable to any penalty or be subjected to any coercive measure in the requesting State, notwithstanding any contrary statement in the request or documents served or sent.

#### Article 23

##### **Safe conduct**

1. A person who is invited or required to appear before the competent authority of the requesting State under paragraph 1 of Article 22 shall not:

- (a) be subject to detention or any restriction of personal liberty in that State by reason of any conduct or conviction that precedes the departure of the person from the requested State; or
- (b) be obliged to give evidence or to assist in any investigation, prosecution or other proceeding, including judicial proceeding, other than the proceeding specified in the request.

2. If the safe conduct provided for in paragraph 1 cannot be provided, the requesting State shall be able to make a decision whether to appear before the competent authority of the requesting State.

3. The safe conduct provided for in paragraph 1 shall cease when:

(a) the person, having had, for a period of 15 consecutive days from the date when his or her presence is no longer required by the competent authority or from the day when he or she failed to appear before that authority on the scheduled appearance date, an opportunity of leaving, has nevertheless remained voluntarily in the requesting State; or

(b) the person, having left the requesting State, voluntarily returns to it.

4. When the requesting State knows that the safe conduct provided for in paragraph 1 has ceased pursuant to paragraphs 3(a) and 3(b), the requesting State shall so inform the requested State without delay, if such information is requested by the requested State and considered necessary by the requesting State.

#### Article 24

##### Temporary transfer of persons in custody

1. A person in custody of the requested State whose presence in the requesting State is necessary for testimony or other evidentiary purposes shall be temporarily transferred for those purposes to the requesting State, if the person consents and if the requesting State and the requested State agree, when permitted under the laws of the requested State.

2. The requesting State shall keep the person transferred pursuant to paragraph 1 in the custody of the requesting State, unless permitted by the requested State to do otherwise.

3. The requesting State shall immediately return the person transferred to the requested State, as agreed beforehand, or as otherwise agreed between the requesting State and the requested State.

4. The person transferred shall receive credit for service of the sentence being served in the requested State for the time spent in the custody of the requesting State.

5. The person transferred to the requesting State pursuant to this Article shall enjoy the safe conduct provided for in paragraph 1 of Article 23 in the requesting State until the return to the requested State, unless the person consents to give evidence or assist in any investigation, prosecution or

other proceeding, including judicial proceeding, other than the proceeding specified in the request and the requesting State and the requested State agree thereto.

6. A person who does not consent to be transferred pursuant to this Article shall not, by reason thereof, be liable to any penalty or be subjected to any coercive measure in the requesting State, notwithstanding any contrary statement in the request.

#### Article 25

##### Freezing or seizure and confiscation of proceeds or instrumentalities

1. The requested State shall assist, to the extent permitted by its laws, in proceedings related to freezing or seizure and confiscation of the proceeds or instrumentalities.

2. A request for the confiscation described in paragraph 1 shall be accompanied by a decision of a court or other judicial authority imposing the confiscation.

3. The requested State that has custody over proceeds or instrumentalities may transfer such proceeds or instrumentalities, in whole or in part, to the requesting State, to the extent permitted by the laws of the requested State and upon such conditions as it deems appropriate.

4. In applying this Article, the legitimate rights and interests of *bona fide* third parties shall be respected under the laws of the requested State.

#### Article 26

##### Spontaneous exchange of information

1. Member States and Japan may, without prior request, provide information relating to criminal matters to each other to the extent permitted by the laws of the providing State.

2. The providing State may impose conditions on the use of such information by the receiving State. In such a case, the providing State shall give prior notice to the receiving State of the nature of the information to be provided and of the conditions to be imposed. The receiving State shall be bound by those conditions if it agrees to them.

#### Article 27

##### Relation to other instruments

1. Nothing in this Agreement shall prevent any State from requesting assistance or providing assistance in accordance with other applicable international agreements, or pursuant to its laws that may be applicable.

2. Nothing in this Agreement shall prevent a Member State and Japan from concluding international agreements confirming, supplementing, extending or amplifying the provisions thereof.

#### Article 28

##### Consultations

1. The Central Authorities of the Member States and Japan shall, if necessary, hold consultations for the purpose of resolving any difficulties with regard to the execution of a request, and facilitating speedy and effective assistance under this Agreement, and may decide on such measures as may be necessary for this purpose.

2. The Contracting Parties shall, as appropriate, hold consultations on any matter that may arise in the interpretation or application of this Agreement.

#### Article 29

##### Territorial application

1. This Agreement shall apply to the territory of Japan and, in relation to the European Union, to:

- (a) the territories of the Member States; and
- (b) territories for whose external relations a Member State has responsibility, or countries that are not Member States for whom a Member State has other duties with respect to external relations, where agreed upon by an exchange of diplomatic notes between the Contracting Parties, duly confirmed by the relevant Member State.

2. The application of this Agreement to any territory or country in respect of which extension has been made in accordance with paragraph 1(b) may be terminated by either Contracting Party giving six months' written notice to the other Contracting Party through the diplomatic channel, where duly confirmed between the relevant Member State and Japan.

#### Article 30

##### Status of annexes

Annexes to this Agreement form an integral part of this Agreement. Annexes I, II and III may be modified by mutual

consent in writing of the Contracting Parties without amendment of this Agreement.

#### Article 31

##### Entry into force and termination

1. This Agreement shall enter into force on the 30th day after the date on which the Contracting Parties exchange diplomatic notes informing each other that their respective internal procedures necessary to give effect to this Agreement have been completed.

2. This Agreement shall apply to any request for assistance presented on or after the date upon which this Agreement enters into force, whether the acts relevant to the request were committed before, on or after that date.

3. Either Contracting Party may terminate this Agreement at any time by giving written notice to the other Contracting Party, and such termination shall be effective six months after the date of such notice.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries have signed this Agreement.

DONE in duplicate, in the English and Japanese languages, both texts being equally authentic, and signed at Brussels on the thirtieth day of November 2009, and at Tokyo on the ~~fifteenth~~ day of December 2009. This Agreement shall also be drawn up in the Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, and the Contracting Parties shall authenticate those language versions by an exchange of diplomatic notes.

For the European Union

For Japan

## ANNEX I

## THE CENTRAL AUTHORITIES

The Central Authorities of the Contracting Parties are the following authorities:

the Kingdom of Belgium: the Federal Public Service Justice, International Criminal Cooperation Department;

the Republic of Bulgaria: the Ministry of Justice;

the Czech Republic:

— before the case is brought before a court (i.e. in pre-trial proceedings): the Supreme Public Prosecutor's Office of the Czech Republic, and

— after the case has been brought before a court (i.e. in trial stage of criminal proceedings): the Ministry of Justice of the Czech Republic;

the Kingdom of Denmark: the Ministry of Justice;

the Federal Republic of Germany: the Federal Office of Justice;

the Republic of Estonia: the Ministry of Justice;

Ireland: the Minister for Justice, Equality and Law Reform or a person designated by the Minister;

the Hellenic Republic: the Ministry of Justice, Transparency and Human Rights;

the Kingdom of Spain: the Ministry of Justice, the Subdirectorate General for international legal cooperation;

the French Republic: the Ministry of Justice, the Office for International Mutual Assistance in Criminal Matters, Directorate for Criminal Matters and Pardons;

the Italian Republic: the Ministry of Justice, Department of Judicial Affairs – Directorate General of Criminal Matters;

the Republic of Cyprus: the Ministry of Justice and Public Order;

the Republic of Latvia:

— during pre-trial investigation until prosecution: State Police,

— during pre-trial investigation until submitting the case to the court: the General Prosecutor's Office, and

— during the trial: the Ministry of Justice;

the Republic of Lithuania:

— the Ministry of Justice of the Republic of Lithuania, and

— the General Prosecutor's Office of the Republic of Lithuania;

the Grand Duchy of Luxembourg: the Prosecutor General;

the Republic of Hungary:

— the Ministry of Justice and Law Enforcement, and

— the Office of the Prosecutor General;



the Republic of Malta: the Office of the Attorney General;

the Kingdom of the Netherlands: the Ministry of Justice in The Hague;

the Republic of Austria: the Ministry of Justice;

the Republic of Poland:

— during pre-trial stage: the National Public Prosecutor's Office,

— during the trial: the Ministry of Justice,

the Portuguese Republic: the Prosecutor General's Office;

Romania: the Ministry of Justice and Civil Liberties, the General Directorate for Cooperation, Directorate for International Law and Treaties, Division for International Judicial Cooperation in Criminal Matters;

the Republic of Slovenia: the Ministry of Justice, the Directorate for international cooperation and international legal assistance;

the Slovak Republic:

— in pre-trial proceedings: the General Prosecutor's Office,

— in trial stage: the Ministry of Justice, and,

— for receiving: the Ministry of Justice,

the Republic of Finland: the Ministry of Justice;

the Kingdom of Sweden: the Ministry of Justice;

the United Kingdom of Great Britain and Northern Ireland: the Home Office (United Kingdom Central Authority), Her Majesty's Revenue and Customs, Crown Office and Procurator Fiscal Service;

Japan: the Minister of Justice and the National Public Safety Commission or persons designated by them.

---

## ANNEX II

With regard to Article 6 of this Agreement, the authorities which are competent under the laws of the States to originate requests for assistance pursuant to this Agreement are set out below:

the Kingdom of Belgium: the judicial authorities; to be understood as meaning members of the judiciary responsible for administering the law, examining magistrates and members of the Department of Public Prosecution;

the Republic of Bulgaria: the Supreme Cassation Prosecutor's Office of the Republic of Bulgaria for pre-trial cases of criminal proceedings and the courts of the Republic of Bulgaria for pending cases in trial phase of criminal proceedings;

the Czech Republic: public prosecutors and courts of the Czech Republic;

the Kingdom of Denmark:

— the District Courts, the High Courts and the Supreme Court,

— the Department of Public Prosecutions, which includes:

— the Ministry of Justice,

— the director of Public Prosecutions,

— the Prosecutor, and

— the Police Commissioners;

the Federal Republic of Germany:

— the Federal Ministry of Justice;

— Federal Court of Justice, Karlsruhe;

— the Public Prosecutor General of the Federal Court of Justice, Karlsruhe;

— the Federal Office of Justice;

— the Ministry of Justice of Baden-Württemberg, Stuttgart;

— the Bavarian State Ministry of Justice and Consumer Protection, Munich;

— the Senate Department for Justice, Berlin;

— the Ministry of Justice of Land Brandenburg, Potsdam;

— the Senator for Justice and Constitution of the Free Hanseatic City of Bremen, Bremen;

— the Justice Authority of the Free and Hanseatic City of Hamburg, Hamburg;

— the Hessian Ministry of Justice, Integration and Europe, Wiesbaden;

— the Ministry of Justice of Mecklenburg-Vorpommern, Schwerin;

— the Ministry of Justice of Lower-Saxony, Hanover;

— the Ministry of Justice of Land North-Rhine/Westphalia, Düsseldorf;

— the Ministry of Justice of Land Rhineland-Palatinate, Mainz;

— the Ministry of Justice of the Saarland, Saarbrücken;

— the Saxonian State Ministry of Justice, Dresden;



- the Ministry of Justice of Land Saxony-Anhalt, Magdeburg;
  - the Ministry of Justice, Equality and Integration of Schleswig-Holstein, Kiel;
  - the Thuringian Ministry of Justice, Erfurt;
  - the Higher Regional Courts;
  - the Regional Courts;
  - the Local Courts;
  - the Chief Public Prosecutor at the Higher Regional Courts;
  - the Directors of Public Prosecutions at the Regional Courts;
  - the Central Office of the Land Judicial Administrations for the Investigation of National Socialist Crimes, Ludwigsburg;
  - the Federal Criminal Police Office;
  - the Central Office of the German Customs Investigations Service;
- the Republic of Estonia: judges and prosecutors;
- Ireland: the Director for Public Prosecutions;
- the Hellenic Republic: the Public Prosecutor's Office at the Court of Appeal;
- the Kingdom of Spain: criminal court magistrates and judges, and public prosecutors;
- the French Republic:
- first presidents, presidents, judges and magistrates at criminal courts,
  - examining magistrates at such courts,
  - members of the public prosecution service at such courts, namely:
    - principal public prosecutors,
    - deputy principal public prosecutors,
    - assistant principal public prosecutors,
    - public prosecutors and assistant public prosecutors,
    - representatives of police court public prosecutors, and
    - military court public prosecutors;

the Italian Republic

Prosecutors:

- Director of Public Prosecution
- Assistant Public Prosecutor
- Director of Military Public Prosecution
- Assistant Military Public Prosecutor
- General Public Prosecutor

- Assistant General Public Prosecutor
- General Military Public Prosecutor
- Assistant General Military Public Prosecutor

Judges:

- Judge of Peace
- Investigation Judge
- Preliminary hearing Judge
- Ordinary Court
- Military Court
- Court of Assizes
- Court of Appeal
- Court of Assizes of Appeal
- Military Court of Appeal
- Court of Cassation;

the Republic of Cyprus:

- the Attorney General of the Republic,
- the Chief of Police,
- the Director of Customs & Excise,
- members of the Unit for Combating Money Laundering (MOKAS), and,
- any other authority or person who is entitled to make inquiries and prosecutions in the Republic of Cyprus,

the Republic of Latvia: investigators, prosecutors and judges;

the Republic of Lithuania: judges and prosecutors;

the Grand Duchy of Luxembourg: the judicial authorities; to be understood as meaning members of the judiciary responsible for administering the law, examining magistrates and members of the Department of Public Prosecution;

the Republic of Hungary: prosecutor's offices and courts;

the Republic of Malta:

- the Magistrates Court,
- the Juvenile Court,
- the Criminal Court and the Court of Criminal Appeal,
- the Attorney General,
- the Deputy Attorney General,
- the Legal Officers within the Attorney General's office; and
- the Magistrates;

the Kingdom of the Netherlands: members of the judiciary responsible for administering the law, examining magistrates and members of the Department of Public Prosecutions;

the Republic of Austria: courts and prosecutors;

the Republic of Poland: prosecutors and courts;

the Portuguese Republic: prosecution services in the investigation phase, investigation judges and trial judges;

Romania: courts and the prosecutor's offices of the courts;

the Republic of Slovenia:

- local court judges,
- investigative judges,
- district court judges,
- higher court judges,
- supreme court judges,
- constitutional court judges,
- district state prosecutors,
- higher state prosecutors,
- supreme state prosecutors;

the Slovak Republic: judges and prosecutors;

the Republic of Finland:

- the Ministry of Justice,
- the Courts of First Instance, the Courts of Appeal, and the Supreme Court,
- the public prosecutors,
- the police authorities, the custom authorities, and the frontier guard officers in their capacity of preliminary criminal investigations authorities in criminal proceedings under the Preliminary Criminal Investigations Act,

the Kingdom of Sweden: courts and prosecutors;

the United Kingdom of Great Britain and Northern Ireland: courts and prosecutors;

Japan: Courts, Presiding Judges, Judges, Public Prosecutors, Public Prosecutor's Assistant Officers, and Judicial Police Officials.

---

## ANNEX III

With regard to Article 9 of this Agreement, the Member States and Japan accept the following languages:

the Kingdom of Belgium: Dutch, French and German in all cases and English in urgent cases;

the Republic of Bulgaria: Bulgarian in all cases and English in urgent cases;

the Czech Republic: Czech in all cases and English in urgent cases;

the Kingdom of Denmark: Danish in all cases and English in urgent cases;

the Federal Republic of Germany: German in all cases and English in urgent cases;

the Republic of Estonia: Estonian and English in all cases;

Ireland: English and Irish in all cases;

the Hellenic Republic: Greek in all cases and English in urgent cases;

the Kingdom of Spain: Spanish in all cases;

the French Republic: French in all cases;

the Italian Republic: Italian in all cases and English in urgent cases;

the Republic of Cyprus: Greek and English in all cases;

the Republic of Latvia: Latvian in all cases and English in urgent cases;

the Republic of Lithuania: Lithuanian in all cases and English in urgent cases;

the Grand Duchy of Luxembourg: French and German in all cases and English in urgent cases;

the Republic of Hungary: Hungarian in all cases and English in urgent cases;

the Republic of Malta: Maltese in all cases;

the Kingdom of the Netherlands: Dutch in all cases and English in urgent cases;

the Republic of Austria: German in all cases and English in urgent cases;

the Republic of Poland: Polish in all cases;

the Portuguese Republic: Portuguese in all cases and English or French in urgent cases;

Romania: Romanian, English or French in all cases. With regard to longer documents, Romania reserves the right, in any specific case, to require a Romanian translation or to have one made at the expense of the requesting State;

the Republic of Slovenia: Slovenian and English in all cases;

the Slovak Republic: Slovak in all cases;

the Republic of Finland: Finnish, Swedish and English in all cases;

the Kingdom of Sweden: Swedish, Danish or Norwegian in all cases, unless the authority dealing with the application otherwise allows in the individual case;

the United Kingdom of Great Britain and Northern Ireland: English in all cases;

Japan: Japanese in all cases and English in urgent cases. However, Japan reserves the right, in any specific urgent case, to require translation into Japanese with regard to the request from the requesting State which does not accept translation into English under this Annex.

---

*ANNEX IV*

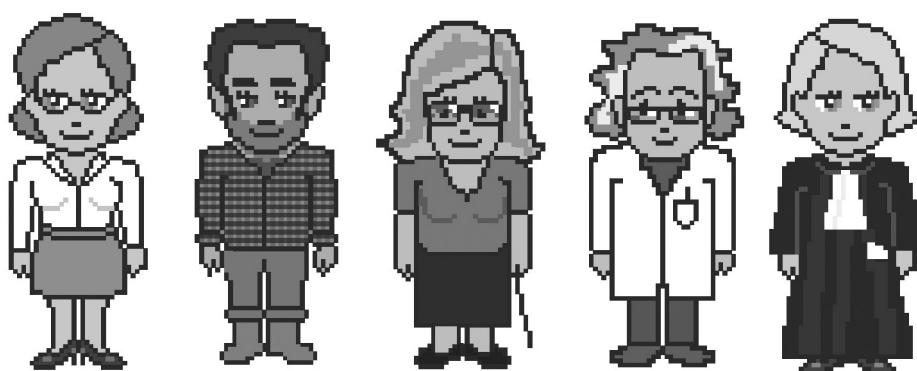
With regard to paragraph 1(b) of Article 11 of this Agreement, 'one Member State' referred to in this paragraph is the Portuguese Republic.

With regard to paragraph 2 of Article 11 of this Agreement, 'two Member States' referred to in this paragraph are the Republic of Austria and the Republic of Hungary.

---

# EU Book shop

All the EU publications  
YOU are looking for!



[bookshop.europa.eu](http://bookshop.europa.eu)



## 2010 SUBSCRIPTION PRICES (excluding VAT, including normal transport charges)

EU Official Journal, L + C series, paper edition only	22 official EU languages	EUR 1 100 per year
EU Official Journal, L + C series, paper + annual CD-ROM	22 official EU languages	EUR 1 200 per year
EU Official Journal, L series, paper edition only	22 official EU languages	EUR 770 per year
EU Official Journal, L + C series, monthly CD-ROM (cumulative)	22 official EU languages	EUR 400 per year
Supplement to the Official Journal (S series), tendering procedures for public contracts, CD-ROM, two editions per week	multilingual: 23 official EU languages	EUR 300 per year
EU Official Journal, C series — recruitment competitions	Language(s) according to competition(s)	EUR 50 per year

Subscriptions to the *Official Journal of the European Union*, which is published in the official languages of the European Union, are available for 22 language versions. The Official Journal comprises two series, L (Legislation) and C (Information and Notices).

A separate subscription must be taken out for each language version.

In accordance with Council Regulation (EC) No 920/2005, published in Official Journal L 156 of 18 June 2005, the institutions of the European Union are temporarily not bound by the obligation to draft all acts in Irish and publish them in that language. Irish editions of the Official Journal are therefore sold separately.

Subscriptions to the Supplement to the Official Journal (S Series — tendering procedures for public contracts) cover all 23 official language versions on a single multilingual CD-ROM.

On request, subscribers to the *Official Journal of the European Union* can receive the various Annexes to the Official Journal. Subscribers are informed of the publication of Annexes by notices inserted in the *Official Journal of the European Union*.

CD-Rom formats will be replaced by DVD formats during 2010.

### Sales and subscriptions

Subscriptions to various priced periodicals, such as the subscription to the *Official Journal of the European Union*, are available from our commercial distributors. The list of commercial distributors is available at:

[http://publications.europa.eu/others/agents/index\\_en.htm](http://publications.europa.eu/others/agents/index_en.htm)

**EUR-Lex (<http://eur-lex.europa.eu>) offers direct access to European Union legislation free of charge. The *Official Journal of the European Union* can be consulted on this website, as can the Treaties, legislation, case-law and preparatory acts.**

**For further information on the European Union, see: <http://europa.eu>**



Publications Office of the European Union  
2985 Luxembourg  
LUXEMBOURG

EN