

WORKING ARRANGEMENT ON COOPERATION

BETWEEN

THE EUROPEAN ANTI-FRAUD OFFICE (OLAF)

AND

**THE AUTHORITY FOR ANTI-MONEY LAUNDERING AND COUNTERING THE
FINANCING OF TERRORISM (AMLA)**

The European Anti-Fraud Office (hereafter referred to as "OLAF") and the Authority for Anti-Money Laundering and Countering the Financing of Terrorism (hereafter referred to as "AMLA"), together referred to as "The Parties",

Recalling the duty of mutual sincere cooperation as laid down in Article 13(2) of the Treaty on European Union,

Having regard to Articles 114 and 325 of the Treaty on the Functioning of the European Union,

Having regard to Regulation (EU, Euratom) No 883/2013 concerning the investigations conducted by OLAF (hereafter "the OLAF Regulation"), and Regulation (EU) No 2024/1620 of the European Parliament and of the Council of 31 May 2024 establishing the Authority for Anti-Money Laundering and Countering the Financing of Terrorism and amending Regulations (EU) No 1093/2010, (EU) No 1094/2010 and (EU) No 1095/2010 (hereafter "the AMLA Regulation"),

Having regard to Commission Decision of 28 April 1999 establishing the European Anti-Fraud Office (OLAF),

Having regard to Article 94 of the AMLA Regulation, which provides for the establishment and maintaining of a close relationship between AMLA and OLAF aiming to ensure the exchange of operational and strategic information as well as trends in relation to money laundering and terrorism financing threats facing the Union and, to that end, concluding of a working arrangement,

Having regard to Article 1(5) of the OLAF Regulation on administrative arrangements to be established for the application of the said Regulation,

Considering the application of Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the EU institutions, bodies, offices and agencies to the processing of personal data held by AMLA, in accordance with Article 98 of the AMLA Regulation, and by OLAF, in accordance with Article 1 of the OLAF Regulation, and Commission Decision (EU)

2018/1962 laying down internal rules concerning the processing of personal data by OLAF,

Considering OLAF's mandate as laid down by Article 1 of the OLAF Regulation,

Considering AMLA's mandate as laid down by Article 1 and Article 5 of the AMLA Regulation,

Considering the problems arising from the cross-border nature of crime, especially terrorism and money-laundering, and other forms of serious crime and their possible link to illegal activities affecting the Union's financial interest,

Considering AMLA's reporting obligations, as stipulated by Article 41(3) of the AMLA Regulation, where the results of the joint analysis conducted by AMLA and Financial Intelligence Units (hereafter "FIUs") indicate that there are reasonable grounds to suspect that fraud, corruption or any other illegal activity affecting the financial interests of the Union is being or has been committed in respect of which the OLAF could exercise its competence,

Considering that, according to Article 32(6) of the Directive (EU) 2024/1640 of the European Parliament and of the Council of 31 May 2024 (hereafter "the AML Directive"), OLAF may be invited to participate in a joint analysis where relevant for the purpose of the analysis and where such participation falls within OLAF's mandate;

Have agreed as follows:

CHAPTER I

GENERAL PROVISIONS

1. Purpose

1.1. The purpose of this Working Arrangement (hereafter referred to as "Arrangement") is to establish the framework for an efficient and timely cooperation between OLAF and AMLA.

1.2. The cooperation between the Parties as established in this Working Arrangement shall relate to the relevant competence areas within the mandate of both Parties. It particularly aims at enhancing the fight against fraud, corruption, money laundering, financing of terrorism or any criminal offence or illegal activity affecting the EU's financial interests.

1.3. The Parties shall cooperate in full respect of their respective legal framework. In this regard, this Arrangement does not create any additional rights or obligations under Union Law and is without prejudice to the provisions governing

the mandates of OLAF and AMLA. In particular, it shall not form, on its own, the basis for allowing the exchange of personal data.

1.4. This Arrangement does not cover the exchange of information and cooperation in relation to the internal investigations carried out by OLAF concerning Executive Board members and AMLA staff members under Article 4 of the OLAF Regulation and Article 82 of the AMLA Regulation.

2. Definitions

For the purpose of this Arrangement:

- a. "personal data" shall be understood as defined in Article 3(1) of Regulation 2018/1725;
- b. "information" means personal and non-personal data;
- c. "Financial Intelligence Unit (FIU)" shall be understood as the competent authority each Member State establishes in compliance with Chapter III of the Directive (EU) 2024/1640;
- d. "Joint analysis" shall be understood as the activity stipulated by Article 40 of Regulation (EU) 2024/1620;
- e. "OLAF operational activities" shall be understood as all activities conducted by OLAF, in compliance with its mandate, prior to the opening of an investigation and during an investigation;
- f. "AMLA operational activities" shall be understood as all activities conducted by AMLA in compliance with its mandate to prevent and detect money laundering, its predicate offences and terrorist financing.

3. Scope of cooperation

The Parties shall cooperate in institutional, strategic and operational matters. The cooperation as established in this Arrangement shall relate to the relevant areas within the respective mandates of the Parties, including, but not limited to exchange of operational and strategic information and trends concerning fraud, corruption, money laundering, financing of terrorism, or any other illegal activity.

4. Forms of cooperation

The cooperation between the parties may include:

- the exchange of operational information spontaneously or upon request, including such information relevant to OLAF's or AMLA's mandates, such as case-related information and investigative findings;
- the exchange of strategic and other non-operational information, such as typologies, risk indicators and crime prevention methods, in the areas within the Parties' respective competences;
- the participation of OLAF in joint analysis where AMLA, subject to the consent of participating FIUs, invites OLAF to participate, and where OLAF agrees to participate;
- the setting up of an appropriate mechanism in order to identify, at an early stage, links with information held by the Parties, such as cooperation through a hit/no hit mechanism.
- the coordination of the respective activities of both Parties in individual cases, where required, in particular in cases where AMLA conducts joint analyses and OLAF conducts administrative investigations;
- the exchange of specialist knowledge, best practices and relevant expertise on topics falling within the respective mandates of the Parties;
- training activities and staff exchange for training purposes, support concerning the use of technical tools/equipment.

Chapter II

INSTITUTIONAL AND STRATEGIC COOPERATION

5. Point of contact

5.1. Each Party shall establish a single contact point and inform the other Party in writing.

5.2. The Parties may decide to appoint ad-hoc contact points for specific cooperation activities.

5.3. The Parties will designate their contacts by means of exchange of letters at the time of signature of this Arrangement. Any change will be promptly notified in writing.

6. Consultations and closer cooperation

6.1. The Parties agree that regular exchanges are essential to develop their cooperation further and enhance, as well as monitor, the application of this Arrangement. Specifically:

- High level meetings between the Director-General of OLAF and the Chair of AMLA shall take place at the request of either Party, and at least once a

year, to discuss issues relating to this Arrangement and cooperation in general;

- OLAF and AMLA will meet regularly on matters of common interest for the purpose of realising their objectives and coordinating their respective activities.

6.2. The Parties should consult each other before communicating with media on operations, in which they have cooperated. The Parties may, where appropriate, agree on the text of a joint or individual press release on the results of such cooperation. Each Party should react to the request for such consultation as soon as possible, and preferably within 48 hours.

7. Forms of strategic cooperation

7.1 The Parties may exchange information of strategic nature, such as typologies, trends, risk indicators, and challenges, reports, best practices, lessons learned, crime prevention methods and other specialist knowledge, observations and findings related to their respective activities, which could support their work.

7.2 The Parties may cooperate with regard to seminars, workshops and conferences, including by informing and inviting each other to such activities, or by organising joint activities of common interest.

7.3 Subject to the availability of resources, the Parties will cooperate in the area of training and awareness-raising involving FIUs. They will inform each other of, and invite each other to relevant seminars, workshops, conferences and other similar activities.

7.4 The Parties should exchange information in order to identify trends, topics, features, red flags that should be considered by AMLA for its assessment of priority areas for the conduct of joint analysis.

7.5 The Parties may agree on staff exchanges and secondment of liaison officer(s) or expert(s) to promote and facilitate cooperation. The tasks, rights, and obligations of such exchanged staff, liaison officers or experts, as well as their number and the allocation of related costs, shall be governed by a separate instrument agreed between the Parties setting out the detailed terms and conditions.

Chapter III

OPERATIONAL COOPERATION

8. General provisions

8.1. Exchange of operational information between the Parties will take place in accordance with their respective legal frameworks and the provisions of this Arrangement. AMLA may share information provided by national authorities in observance of any applicable consent requirements and possible restrictions of use.

8.2. In the case of transmissions of the results of joint analyses, no consent is required in accordance with Article 41(3) of the AMLA Regulation. The Parties may agree on a template for the reporting of such results.

8.3. The Parties may exchange operational information, spontaneously or upon request. A Party requesting operational information shall notify the other Party of the purpose for which the information is requested. In case of spontaneous transfer of information, the Party providing the information shall notify the other Party of the purpose for which the information is supplied as well as of any applicable restrictions to the use of such information.

8.4. In accordance with Regulation (EU) 2018/1725, individuals shall have the right to access their personal data transmitted on the basis of the present Arrangement, and to have such personal data corrected, restricted from processing or erased. In cases where these rights are exercised, the transmitting Party shall be consulted before a final decision on the request is taken, including concerning any possible applicable restrictions to the rights of the data subject. The final decision shall be subsequently notified to the transmitting party.

8.5. Applications for public access to documents under Regulation (EC) No 1049/2001 and Article 96 of the AMLA Regulation concerning documents transmitted between the Parties on the basis of the present Arrangement will be submitted to the transmitting Party for its advice as soon as possible. The advice should be provided within a timeframe which allows compliance with the legal deadlines set in Regulation (EC) 1049/2001.

9. Exchange of personal data

9.1. Any exchange of personal data shall be done in accordance with the Parties' respective legal frameworks.

9.2. The Parties shall determine, at the latest at the moment of transmission of the personal data, the purpose for which the data are transmitted.

9.3. The Parties shall retain personal data only as long as it is necessary and proportionate for the purpose for which it was transmitted. The Parties shall review the need for continued storage in accordance with applicable retention obligations under Union law and the Parties' internal retention rules.

9.4. Personal data transmitted by AMLA which have been included in an OLAF case file within the OLAF Case Management System shall be retained in accordance with Commission Decision (EU) 2018/1962 of 11 December 2018 laying down internal rules concerning the processing of personal data by the European Anti-Fraud Office (OLAF).

9.5. Where a Party has reason to believe that personal data previously transmitted by it is incorrect, inaccurate, no longer up to date or should not have been transmitted, it shall inform the other Party which shall correct or erase the personal data and provide notification thereof.

9.6. Where a Party has reason to believe that personal data previously received by it is incorrect, inaccurate, no longer up to date or should not have been transmitted, it shall inform the other Party which shall provide its position on the matter.

9.7. The parties shall ensure that appropriate technical and organisational measures are implemented to ensure that the transmitted personal data are protected against unauthorised access, loss or destruction. Where the data transmitted is subject to a data breach at the receiving party, the receiving party shall inform the sending party about the breach as well as about the mitigating measures taken.

10. Joint analysis

10.1 AMLA may invite OLAF to participate in joint analysis coordinated by AMLA, with the consent of all participants to the joint analysis, where such participation is considered relevant for the purposes of the joint analysis and where it falls within OLAF's mandate.

10.2 Where the results of a joint analysis coordinated by AMLA indicate that there are reasonable grounds to suspect that fraud, corruption or any other illegal activity affecting the financial interests of the Union is being or has been committed, in respect of which OLAF could exercise its competence, AMLA shall transmit those results and any other relevant information to OLAF. In line with applicable rules, OLAF shall provide AMLA with feedback on the use made of the information provided and any relevant outcomes.

11. Cooperation through hit/no-hit mechanism in joint analysis

11.1 AMLA shall take all appropriate measures to cross-match, on a hit/no-hit basis, the data provided by FIUs participating in the joint analysis with the information made available by other FIUs and by other Union bodies, offices and agencies, including OLAF.

11.2 In the event of a hit, AMLA will inform the participating FIUs and may, with the prior consent of the FIU providing the data, communicate to OLAF the information that triggered the hit, to the extent necessary for the fulfilment of OLAF's mandate.

11.3. Subject to the conditions stipulated in Article 9 of this Arrangement, AMLA shall grant OLAF access to any relevant information and data in its possession, where necessary for OLAF in order to fulfil its mandate.

11.4. Any restriction on access to the information or on the use to be made thereof, including as regards its transmission, erasure or destruction, shall be respected by OLAF and any further recipients.

12. Use of information exchanged between the Parties

12.1. In accordance with Regulation 2018/1725, information transmitted with a purpose may be used only for that purpose and any restriction on its use, erasure or destruction, including possible access restrictions in general or specific terms, shall be respected by the Parties.

12.2. Information may not be further processed or used in a manner that is incompatible with the initial purpose for which it was transmitted, unless authorised by the transmitting Party.

12.3 Where the disclosure of information in the possession of either Party could undermine ongoing activities of either Party, a prior consultation between the Parties shall take place.

Chapter IV

FINAL PROVISIONS

13. Secure communication

The exchange of operational information between the Parties shall take place through secure channels and means of communication using appropriate security measures, including encryption where appropriate, taking into consideration the specific circumstances of the case.

14. Review clause

The Parties shall review the implementation of the Arrangement within two years of entry into force and thereafter every two years.

Signed in Frankfurt am Main on 21 October 2026, in two original copies, each in the English language, by the Director-General of OLAF and the Chair of AMLA.

For the European Anti-Fraud Office
(OLAF)

For the Authority for Anti-Money
Laundering and Countering the
Financing of Terrorism (AMLA)

Date:
.....21 October 2026.....

Date:
.....21 October 2026.....

[signed]

[signed]

Petr Klement
Director-General of OLAF

Bruna Szego
Chair of AMLA