

DECISION 31/2014/GB
OF THE GOVERNING BOARD OF THE EUROPEAN POLICE COLLEGE
LAYING DOWN ADMINISTRATIVE RULES, COMMITMENTS AND
GUIDELINES FOR ITS COURSES, SEMINARS AND CONFERENCES
AND
AMENDING DECISION 30/2006/GB OF THE GOVERNING BOARD
OF THE EUROPEAN POLICE COLLEGE

Adopted by the Governing Board

on 12 November 2014

THE GOVERNING BOARD,

Having regard to Council Decision 2005/681/JHA of 20 September 2005 establishing a European Police College and repealing Decision 2000/820/JHA (hereinafter referred to as "the Council Decision")^[1] and in particular Articles 7, 10, 15, 16, 17 and 18 thereof;

Having regard to the proposal of the Director,

Whereas:

- (1) Decision 30/2006/GB should be in compliance with the Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.
- (2) Is necessary to clarify that CEPOL is funding travel expenses only for participants coming within the boundaries of the EU Member States and Candidate Countries.
- (3) Following the audit findings there is a need to increase transparency regarding the accommodation expenses and also to regulate the use of cash allowances during the training activities.
- (4) CEPOL has the responsibility to invite participants from countries/organisations when there is a cooperation/working agreement in place.
- (5) In order to reduce the cost of flights the confirmed list of participants and the individual participants' registration form are to be submitted by the course organiser no later than 4 weeks (instead of 3) prior to the official start date of the training activity.
- (6) If names are provided incorrectly the cost of a purchased ticket will be requested reimbursed via a recovery order. Equally it is clarified that when it came to cancellations in view of illnesses or because of any unforeseen external urgency, no recovery order would be issued.
- (7) It is stipulated that in case of cancellations due to national security matter or national calamity confirmed by supporting documents recovery orders may not be issued.
- (8) The course manager's tool templates need to be aligned with the requirements of the quality documents system and data protection provisions.
- (9) The Hellenic Presidency made a revision of the text regarding the English orthography, syntax and the use of punctuation.
- (10) It is therefore desirable to amend Decision 30/2006/GB of the Governing Board of the European Police College laying down administrative rules, commitments and guidelines for its courses and seminars accordingly, particularly its Annex 1.

^[1] CEPOL, OJ L 256, 01 October 2005, p. 63. Decision as amended by Regulation (EU) No 543/2014 (OJ L 163, 29.5.2014, p. 5).

HAS ADOPTED THIS DECISION:

*Article 1
Amendment*

1. Governing Board decision 30/2006/GB is amended as presented in the Annex.

*Article 2
Entry into force*

2. This Decision shall enter into force on the day of its adoption and be applicable to all CEPOL training activities.

Done in Rome, 12 November 2014

For the Governing Board

*Rossanna Farina
Chair of the Governing Board*

ARTICLE 2.7 – NEW ARTICLES TO BE INSERTED

Justification:

Decision 30/2006/GB should be in compliance with the Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. In this regard, a new paragraph that contains all the details regarding the processing of personal data needs to be added. Also course manger`s tool templates need to be modified by including data protection provisions.

To be inserted:

2.7 Processing of Personal Data

Personal data will be processed pursuant to Regulation (EC) No 45/2001 of 18.12.2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

2.7.1 General data protection principles

Personal data shall be:

- processed fairly and lawfully;
- collected for specified, explicit and legitimate purposes and not further processed in a manner incompatible with those purposes. Further processing of personal data for historical, statistical or scientific purposes shall not be considered incompatible provided that CEPOL provides appropriate safeguards, in particular to ensure that data are not processed for any other purposes;
- adequate, relevant, and not excessive in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay; and
- kept for no longer than necessary for the purposes for which the personal data are processed.

2.7.2 Sources of personal data

CEPOL shall only process personal data in line with the Privacy Statement which is available on the CEPOL public website (www.cepola.europa.eu).

2.7.3 Processing personal data

As necessary for the achievement of its objectives defined by Council Decision 2005/681/JHA of 20.09.2005, articles 5, 6 and 7, CEPOL shall process personal data only for the purposes of preparation, implementation and evaluation of CEPOL residential courses, seminars and conferences.

CEPOL provides the Data Subjects with at least the following information in the Privacy Statement:

- the identity of the Data Controller;
- the purposes of the processing operation for which the data are intended;
- the recipients or categories of recipients of the data;
- whether replies to the questions are obligatory or voluntary, as well as the possible consequences of failure to reply;
- the existence of the right of access to, and the right to rectify, the data concerning him or her;
- the legal basis of the processing operation for which the data are intended;
- the time-limits for storing the data; and
- the right to have recourse at any time to the European Data Protection Supervisor.

Personal data may be transferred either within CEPOL or to the recipients subject to Directive 95/46/EC, or to the NCPs and organisations with whom CEPOL has a cooperation agreement if it is necessary for the legitimate performance of preparation, implementation and evaluation of CEPOL residential courses, seminars and conferences. Personal data will only be transferred to recipients in third countries if an adequate level of protection is ensured in the country of the recipient or within the recipient international organisation and the data are transferred solely to allow tasks covered by the competence of the Data Controller (CEPOL) to be carried out.

Personal data of Data Subjects will be stored for a maximum period of 5 years.

2.7.4 Access to CEPOL information for audit purposes

For the purposes of safeguarding the financial interest of the EU, personal data may be transferred to internal/external audit services and the European Anti-Fraud Office (OLAF) upon their request.

2.7.5 Security of processing

CEPOL shall implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, accidental loss or unauthorised disclosure, alteration and access or any other unauthorised form of processing.

Data is stored only electronically within the CEPOL server and on LMS in restricted folders and can be accessed only by a limited number of staff requiring access in order to order to prepare, implement and evaluate the residential courses and seminars.

2.7.6 Right to rectification and erasure

Any Data Subject shall have the right to ask CEPOL to rectify personal data relating to him/her if they are incorrect and, where this is possible and necessary, to complete or update them.

Any Data Subject shall have the right to ask CEPOL to erase personal data relating to him/her, if they are no longer required for the purposes for which they are lawfully collected. CEPOL shall inform the Data Subject in writing without undue delay and in any case within three months that data concerning him/her have been rectified or erased.

Data Subjects shall have the right to consult with the CEPOL Data Protection Officer (dpo@cepol.europa.eu) and to have recourse at any time to the European Data Protection Supervisor (edps@edps.europa.eu).

ARTICLE 3.2.2.2 – TO BE AMENDED

Justification:

There is a need to clarify that CEPOL is funding travel expenses only for participants coming from within the boundaries of the EU Member States and Candidate Countries.

In order to reduce the cost of flights the confirmed list of participants and the individual participants' registration form are to be submitted by the course organiser no later than 4 weeks (instead of 3) prior to the official start date of the training activity.

Equally it has occurred that participants have used wrong names in the registration/travel form incurring an unnecessary expense.

Also it has to be clarified that when cancellations are done in view of illnesses or because of any unforeseen external urgency, no recovery order would be issued. In cases participation is cancelled due to matters of national security or national calamity, recovery orders may not be issued.

First section to be deleted:

CEPOL will provide a return flight ticket to participants from EU and candidate countries confirmed by course manager between an airport of the participants' normal place of duty and an airport near to where the course, seminar or conference takes place. Tickets are issued without travel insurance; CEPOL waver all responsibilities for any claim relating to the flight booked.

Will be replaced by:

CEPOL will provide a return flight ticket to participants from EU and Candidate Countries confirmed by a course manager from an airport near to their place of service, to an airport near to where the course, seminar or conference takes place. In case a participant is posted outside the EU or Candidate Country CEPOL will provide a return ticket from an airport within the boundaries of an EU/Candidate Country, to an airport near to where the course, seminar or conference takes place. Tickets are issued without travel insurance. CEPOL waivers any responsibility for any claim relating to the booked flight.

Third section to be deleted:

A confirmed list of participants and the individual participants' registration/travel form shall be submitted by the course organiser as soon as possible but no later than 3 weeks prior to the official start date as determined in the organiser's confirmation letter.

Will be replaced by:

A confirmed list of participants and the individual participants' registration/travel form shall be submitted by the course organiser as soon as possible but no later than 4 weeks prior to the official start date as determined in the organiser's confirmation letter.

To be inserted in section 5:

If names are provided incorrectly, the cost of a purchased ticket will be requested / reimbursed via a recovery order.

Seventh section to be deleted:

If a participant's attendance is cancelled for reasons other than the cancellation of an activity, or illness/serious emergencies within the participants' immediate family, the cost of the purchased ticket will result in a recovery order being issued to the sending authority.

Will be replaced by:

If a participant's attendance is cancelled for reasons other than the cancellation of an activity, or illness/serious emergencies within the participants' immediate family, or any unforeseen external urgency, the cost of the purchased ticket will result in a recovery order being issued to the sending authority. In the meaning of this article "external" is an authority outside the ministry/service of the participants. If the participation is cancelled due to matter of national security or national calamity a recovery order may not be issued. Documentary proof must be sent to CEPOL to substantiate the participant's non-attendance to the training activity.

ARTICLE 3.2.5.3 - NEW SECTION TO BE INSERTED

Justification:

Following audit findings cash payment in replacement of meals is not possible.

To be inserted:

Cash allowances in lieu of meals are not reimbursable.

ARTICLE 4.4. – TO BE AMENDED

Justification:

In accordance with cooperation/working agreements CEPOL may invite participants from other countries and organisations to its training activities. These participants must as a general rule participate at their own cost. For Candidate Country participants CEPOL will in accordance with article 3.2.2.2 book and pay for flights.

The lists of Contact points to be invited are available on the restricted part of the CEPOL website under "National Contact Points".

To be deleted:

4.4.1 Invitation to MS to nominate participants

12 weeks prior to the activity, the Course Manager shall distribute an invitation to all National Contact Points asking them to nominate participants with a copy to the CEPOL Secretariat, including:

- Course Curriculum,
- Course/Seminar Programme,
- Information on Logistics,
- Invitation Response Form
- Registration/travel Form

National Contact Points are to be requested to submit the completed registration forms together with the invitation response for the nominated participants.

Will be replaced by:

4.4.1 Invitation to nominate participants

12 weeks prior to the activity, the Course Manager shall distribute an invitation to all Contact Points including those in other countries and organisations with whom CEPOL has a cooperation/working agreement asking them to nominate participants with a copy to the CEPOL Secretariat, including:

- Course Curriculum,
- Course/Seminar Programme,
- Information on Logistics,
- Invitation Response Form
- Registration/travel Form

Contact Points are to be requested to submit the completed registration/travel forms together with the invitation response for the nominated participants.

ARTICLE 4.8 – TO BE AMENDED

Justification:

As personal data should be processed in line with art 2.7.1 participant list (CT07) cannot be distributed to the Contact Points.

To be deleted

Confirmation Letter Participants

5 weeks prior to the activity a participant confirmation letter (Optional Form: OF12) shall be sent to National Contact Points, selected participants and to the CEPOL Secretariat (training@cepol.europa.eu) together with the information on logistics (Optional Form: OF09), participants and line managers list (Compulsory Template: CT07), registration/travel form (Compulsory Template: CT14), course/seminar programme (Optional Form: OF06) and participants profile and expectations (Optional Form: OF14).

Will be replaced by:

Confirmation Letter Participants

5 weeks prior to the activity, a participant confirmation letter (Optional Form: OF12) shall be sent by the Course Manager to the selected participants and to the CEPOL Secretariat (training@cepol.europa.eu) together with the information on logistics (Optional Form: OF09), final course/seminar programme (Optional Form: OF06), participants' profile and expectations (Optional Form: OF14) and participants' and line manager's list (without line managers' details) (Compulsory Template: CT07).

Contact Points must receive a copy of the confirmation letter related to the participants accepted from his/her country together with a list indicating the number of participants per country that has been accepted.

ARTICLE 4.9 – TO BE AMENDED

Justification:

As personal data should be processed in line with art 2.7.1 experts/trainers/lecturers data (CT08) cannot be distributed to the Contact Points.

To be deleted:

Confirmation Letter Experts/Trainers/Lecturers

5 weeks prior to the activity the Course Manager shall send to the trainers/experts/lecturers a confirmation letter (Optional Form: OF17) together with the participants and line managers list (without line managers' details) (Compulsory Template: CT07), trainer list (Compulsory Template: CT08), information on logistics (Optional Form: OF09), experts/trainers agreement (Compulsory Template: CT09), experts/trainers travel request form (Optional Form: OF18), experts/trainers reimbursement form (Optional Form: OF19) and the participants course/seminar evaluation (Compulsory Template: CT10). National Contact Points and training@cepol.europa.eu should be carbon copied (cc). The travel tickets for trainers/experts shall be booked as soon as possible after receipt of the travel request form if applicable.

Will be replaced by:

Confirmation Letter Experts/Trainers/Lecturers

5 weeks prior to the activity the Course Manager shall send to the trainers/experts/lecturers a confirmation letter (Optional Form: OF17) together with the participants and line managers list (without line managers' details) (Compulsory Template: CT07), trainer list (Compulsory Template: CT08), information on logistics (Optional Form: OF09), experts/trainers agreement (Compulsory Template: CT09), experts/trainers travel request form (Optional Form: OF18), experts/trainers reimbursement form (Optional Form: OF19) and the participants course/seminar evaluation (Compulsory Template: CT10). CEPOL Secretariat (training@cepol.europa.eu) should be carbon copied (cc). The travel tickets for trainers/experts shall be booked as soon as possible after receipt of the travel request form cf. 3.2.1.

ARTICLE 4.17

Justification:

Templates have been amended by including the following data protection clause in line with the Regulation (EC) No 45/2001 and are also aligned with the requirements of the quality documents system.

“All personal data collected by the Agency are processed in accordance with the provisions of Regulation (EC) N° 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Further details regarding personal data protection are provided in Decision 30/2006/GB of the Governing Board of the European Police College laying down administrative rules, commitments and guidelines for its courses, seminars and conferences. Privacy Statement is available on the CEPOL public website (www.cepol.europa.eu/education&training).”

CB16 – Pre financing request is no longer needed in the course manager’s tool as pre-financing is an integrated part of the Grant Agreement procedure.

To be deleted

CB16 - N/A

Following the National Contact Points Meeting the Hellenic Presidency made a revision of the text regarding the English orthography and the use of punctuation.

The changes are the following:

1. In the Title, art. 2.7.3, 2.7.5 and 3.2.2.2 "*CEPOL residential courses and seminars*" is replaced by "*CEPOL residential courses, seminars and conferences*"
2. Commas were added in the Title, art. 2.7.3; 3.2.2.2; 3.2.3.1; 3.2.4.1; 3.2.4.2; 3.2.5.1; 4.7 and 4.8
3. Conjunctions (and, or) were added in art. 1; 2.7.1; 2.7.3; 2.7.5; 3.2.2.2; 3.2.4.1; 3.2.4.1; 4.2, 6 and 6.4
4. Semicolons were added in art. 3.2.2.2; 3.2.3.3; 4.2; 4.4.2; 4.4.3 and 6.1
5. Colons were added in art. 2.5; 3.2.2.2 and 4.3.3
6. Definite and indefinite articles (the, a) were added in art. 3.1.1; 3.2.1.1; 3.2.4.2; 3.2.5.1; 4.3.3; 4.5; 4.7
7. Apostrophe was used to show possession 3.2.2.1; 4.3.1; 4.6; 4.8 and 4.17
8. Small instead capital letters were used in art. 2.1; 2.3, 2.5; 2.7.1; 2.7.3; 3.2.2.2; 3.2.4.1; 4.3.3; 6.1 and 6.4
9. Capital instead small letters were used in art. 2.5, 3.1; 3.2.1.1 and 3.2.5
10. Plural was used in art. 1; 3.1.1; 3.2.1.1 and 3.2.3.1
11. Abbreviations were used in art. 3.2.1.1 and 3.2.3.1
12. Verbs were added and tenses were changed in art. 2.1; 3.2.1.1; 3.2.2.2;
13. Demonstrative adjective (that) was added in art. 5.5
14. Adjective was changed (these) in art. 3.2.5.2
15. Prepositions (for, to) were added in art. 3.2.3.1 and 4.9
16. Interrogative pronoun changed (what instead which) in art. 5.1