

**DECISION 01/2007/GB**  
**OF THE GOVERNING BOARD OF THE EUROPEAN POLICE COLLEGE**  
**AUTHORISING THE DIRECTOR TO CONCLUDE**  
**A COOPERATION AGREEMENT WITH EUROPOL**

Adopted by the Governing Board  
on 7 March 2007

THE GOVERNING BOARD,

Having regard to the Council Decision 2005/681/JHA <sup>(1)</sup>, and in particular Article 8(3) thereof;

Whereas:

- (1) The Governing Board authorised the Director to negotiate a cooperation agreement with the European Police Office (hereinafter referred to as “Europol”) at its 1<sup>st</sup> meeting on 13 January 2006 <sup>(2)</sup>.
- (2) The negotiations of a cooperation agreement between Europol and the European Police College (hereinafter referred to as “CEPOL”) have been finalised.
- (3) It is appropriate the cooperation agreement, which will in particular support CEPOL’s objective as laid down in Article 6(2)(b) of Council Decision 2005/681/JHA, is concluded.
- (4) It is therefore desirable to authorise the Director to sign the negotiated cooperation agreement.

HAS AUTHORISED the Director to sign the cooperation agreement with the European Police Office as contained in Annex 1.

Done at Münster, 7 March 2007

*For the Governing Board*

*Klaus Neidhardt  
Chair of the Governing Board*

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<sup>(1)</sup> OJ L 256, 1.10.2005, p. 63

<sup>(2)</sup> Outcome of Proceedings of the 1<sup>st</sup> meeting of the Governing Board, 13.1.2006, Brussels, Item 2e.

## STRATEGIC AGREEMENT BETWEEN CEPOL AND EUROPOL

### Preamble

The European Police College (CEPOL) and the European Police Office (Europol):

considering that it is within their common interest to strengthen the training activities for senior police officers;

considering that the Management Board of Europol has given Europol the authorisation to enter into negotiations on a cooperation agreement and to agree to the following provisions with CEPOL

considering that the Governing Board of CEPOL has authorised the Director of CEPOL to negotiate a cooperation agreement and to agree on the following provisions with Europol

### Have agreed as follows:

#### *Article 1 Purpose*

The purpose of this Agreement is to enhance the cooperation between Europol and CEPOL in strengthening the training activities for senior police officers, in particular through cooperation in the organisation of courses, seminars and conferences and in the development and implementation of common curricula and course material.

#### *Article 2 Contact Points*

1. Europol and CEPOL shall each establish a point of contact whose task shall be to coordinate the day-to-day cooperation between the two organisations.
2. The points of contact designated by Europol and CEPOL shall consult each other regularly on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities. In particular, Europol shall, within the limits of its legal framework, inform CEPOL about new programs, priorities and activities, such as those in relation to the findings of the Organized Crime Threat Assessment (OCTA) and new relevant priorities as agreed within the Council structures, the Europol Annual Work Program, the priorities decided within the framework of ECPTF-Cospol projects and JITs, to enable CEPOL to plan training activities accordingly. CEPOL shall inform Europol about new projects and activities.

3. Meetings between Europol and CEPOL shall take place as often as necessary to discuss issues relating to their cooperation in general and in particular:
  - the evaluation of their cooperation;
  - elements for future cooperation;
  - the development of course materials;
  - the participation of Europol officials in CEPOL courses, seminars and conferences and in the development and the implementation of common curricula; and the participation of CEPOL officials in Europol courses, seminars and conferences.

*Article 3*

*Organisation of training activities*

The Parties agree to cooperate in the organisation of courses, seminars, conferences, common curricula, COSPOL and OCTA training activities and study tours.

*Article 4*

*Course material and common curricula*

1. The parties shall support each other in the development of course material and common curricula for training activities.
2. The content of the CEPOL common curriculum "EUROPOL" shall be updated by Europol on a yearly basis. CEPOL shall be responsible for the administration and learning methodology concerning this common curriculum. Europol experts shall be invited to participate in the implementation courses, i.e. training of trainers, as deemed relevant for their respective Curriculum.
3. Europol shall cooperate in the development and implementation of CEPOL Common Curricula on forms of crime within Europol's mandate.
4. Europol shall inform CEPOL about the development of new handbooks and provide periodic status reports on their development. CEPOL shall, in a timely manner, ensure the handbooks use in its training activities.

*Article 5*  
*Exchange of Information*

1. The exchange of information specified in this agreement shall only take place for the purpose and in accordance with the terms of this agreement.
2. The exchange of information as specified in this agreement will not include data related to an identified individual or identifiable individuals.
3. Europol shall only supply information to CEPOL which was collected, stored and transmitted in accordance with the relevant provisions of the Europol Convention and its implementing regulations.
4. The Party providing the information may stipulate conditions on its further use. Such conditions on the usage of information may only be eliminated with the written consent of the providing Party.
5. Information received in accordance with the present Agreement shall not be used without the consent of the providing Party for purposes other than those for which it was provided.
6. Information received in accordance with the present Agreement may not be shared with third parties other than Member States of the European Union without the prior consent of the providing Party.

*Article 6*  
*Access to the scientific database*

For the purpose of this agreement duly authorised Europol staff shall receive a web based access to the open source information stored in the scientific area of the CEPOL electronic platform.

*Article 7*  
*Confidentiality*

1. All information processed by or through Europol, except information which is expressly marked or is clearly recognizable as being public information, is subject to a basic protection level within Europol as well as in the Member States of the European Union. Information which is only subject to the basic protection level does not require a specific protectively marking, but shall be designated as Europol information.
2. The Parties shall ensure the basic protection level mentioned in paragraph 1 for all information exchanged under this Agreement, by a variety of measures,

including the obligation of discretion and confidentiality, limiting access to information to authorized personnel, and general technical and procedural measures to safeguard the security of the information.

*Article 8  
Expenses*

The Parties shall bear their own expenses which arise in the course of implementation of the present Agreement.

*Article 9  
Liability*

1. If damage is caused to one Party or to an individual as a result of unauthorised or incorrect information processing under this Agreement by the other Party, that Party shall be liable for such damage.
2. In case no agreement can be found on the determination and compensation of damage between the Parties under this Article, the issue shall be settled in accordance with the procedure laid down in Article 12.

*Article 10  
Settlement of disputes*

All disputes which may emerge in connection with the interpretation or application of the present Agreement shall be settled by means of consultations and negotiations between representatives of the Parties.

*Article 11  
Termination of the Agreement*

This Agreement may be terminated in writing by either of the Parties with three months' notice.

*Article 12  
Amendments and Supplements*

1. This Agreement may be amended at any time by mutual consent between the Parties. All the amendments and supplements must be in writing. Europol may only give its consent to amendments after the approval of such amendments by the Management Board of Europol.

2. The Parties shall enter into consultations with respect to the amendment of this Agreement at the request of either of them.

*Article 13*  
*Entry into force*

This Agreement shall enter into force on the first day following its signature.

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