

DECISION 21/2009/GB
OF THE GOVERNING BOARD OF THE EUROPEAN POLICE COLLEGE
AUTHORISING THE DIRECTOR TO CONCLUDE
A MEMORANDUM OF UNDERSTANDING WITH EUROJUST

Adopted by the Governing Board
on 6 October 2009

THE GOVERNING BOARD,

Having regard to Council Decision 2005/681/JHA of 20 September 2005 establishing the European Police College (CEPOL) ⁽¹⁾, and in particular Article 8(3) thereof;

Having regard to the opinion of the Strategy Committee ⁽²⁾;

Whereas:

- (1) The Governing Board authorised the Director to negotiate a cooperation agreement with the European Union's Judicial Cooperation Unit (hereinafter referred to as "Eurojust") at its 10th meeting on 27/28 November 2007 ⁽³⁾.
- (2) The negotiations of a cooperation agreement between Eurojust and CEPOL have been finalised in the form of a Memorandum of Understanding.
- (3) It is appropriate the Memorandum of Understanding, which will in particular support CEPOL's objectives and tasks as laid down in Articles 6 and 7 of Council Decision 2005/681/JHA, is concluded.
- (4) It is therefore desirable to authorise the Director to sign the negotiated Memorandum of Understanding.

HAS AUTHORISED the Director to sign the Memorandum of Understanding with Eurojust as contained in the Annex.

Done at Kolmården, 6 October 2009

For the Governing Board

*Ebba Sverne Arvill
Chair of the Governing Board*

⁽¹⁾ OJ L 256, 1.10.2005, p. 63

⁽²⁾ 16th meeting of the Strategy Committee; item 9.2.

⁽³⁾ Outcome of Proceedings of the 10th meeting of the Governing Board; item 9.5.

DRAFT MEMORANDUM OF UNDERSTANDING

on cooperation between Eurojust and the European Police College (CEPOL)

Eurojust

represented for the purposes of this Memorandum of Understanding by
Mr José Luís Lopes da Mota, President of the College

and

The European Police College (CEPOL)

represented for the purposes of this Memorandum of Understanding by
Mr Ulf Goransson, Director of the European Police College,

hereinafter collectively referred to as the “Parties”, or individually as the “Party”

Having regard to the Council Decision of 28 February 2002 setting up Eurojust with a view to reinforcing the fight against serious crime ⁽¹⁾, as amended by the Council Decisions of 18 June 2003 ⁽²⁾ and 16 December 2008 ⁽³⁾ (“the Eurojust Decision”).

Having regard to the Council Decision of 20 September 2005 establishing the European Police College (CEPOL) ⁽⁴⁾.

Whereas Article 6(2)(c) of the CEPOL Decision establishes that one of CEPOL’s objectives is to improve knowledge of international and Union instruments, in particular in the following sector: “Eurojust’s objectives, structure and functioning”.

Whereas the Hague Programme for strengthening freedom, security and justice in the European Union, approved by the European Council at its meeting on 5 November 2004 ⁽⁵⁾, stresses the importance of incorporating a European component in national training programmes;

⁽¹⁾ OJ L 63/1, 6.3.2002.

⁽²⁾ OJ L 245/44, 29.9.2003.

⁽³⁾ Pending publication in the OJ.

⁽⁴⁾ OJ L 256/63, 1.10.2005.

⁽⁵⁾ OJ C 53, 3.3.2005.

Have agreed as follows:

**Article 1
Purpose**

The purpose of this Memorandum of Understanding is to define the cooperation between the Parties in the field of training to encourage and improve cross-border cooperation in the fight against serious crime, particularly when it is organised crime.

**Article 2
Contact Points**

1. The Parties shall each establish a contact point, whose task shall be to coordinate cooperation between the two organisations.
2. The contact points designated by the Parties shall consult each other on policy issues and matters of common interest for the purpose of realising their objectives and coordinating their respective activities.
3. In particular, Eurojust shall, within the limits of its legal framework, inform CEPOL about its priorities and activities to enable CEPOL to plan its training activities accordingly.
4. CEPOL shall inform Eurojust about new projects and activities relevant to the work of Eurojust.
5. Meetings between the Parties shall take place when necessary to discuss issues relating to their cooperation in general and, in particular:
 - the delivery of training by Eurojust officials at CEPOL courses, seminars and conferences;
 - the contribution of Eurojust officials to the development and implementation of course materials and the Eurojust Common Curriculum;
 - the participation of Eurojust officials as delegates at CEPOL courses, seminars and conferences;
 - the participation of CEPOL officials as delegates at Eurojust seminars and conferences.

Article 3
Organisation of training activities

The Parties agree to cooperate in the development of courses, seminars, conferences, common curricula, training activities and study tours in areas of mutual interest.

Article 4
Course material and Common Curricula

1. The Parties shall support each other in the development of course material and of Common Curricula for training activities in those fields of relevance to both Parties.
2. The Parties shall, cooperate in developing a Common Curriculum on Eurojust, including course material, which shall be updated by Eurojust on a yearly basis.
3. CEPOL shall be responsible for the administration and learning methodology concerning this Common Curriculum.
4. Eurojust experts shall be invited to participate in the delivery of this training as well as in such implementation courses, e.g. training of trainers, as appears relevant to either Party for the Eurojust Common Curriculum.
5. Eurojust may contribute to the development and implementation of any of CEPOL's other common curricula on those forms of crime as fall within Eurojust's mandate.

Article 5
Exchange of information

1. The exchange of information specified in this Memorandum of Understanding shall only take place for the purposes of, and in conformity with, the terms of this Memorandum.
2. The exchange of information as specified in this Memorandum of Understanding shall not include personal data.

3. The Party providing the information may stipulate conditions on its further use, which the other party shall observe. Such conditions on the use of information may only be amended or revoked with the written consent of the providing Party.

Article 6 Access to CEPOL's e-Library

For the purpose of this Memorandum of Understanding, duly authorised Eurojust officials shall receive web-based access to the open-source information stored in the CEPOL scientific e-Library database, specifically in the field of training research.

Article 7 Expenses

Unless otherwise agreed, the Parties shall bear their own expenses arising from the implementation of this Memorandum of Understanding.

Article 8 Settlement of disputes

All disputes, which may emerge in connection with the interpretation or application of this Memorandum of Understanding, shall be settled by means of consultation and negotiation between representatives of the Parties.

Article 9 Amendments

This Memorandum of Understanding may be amended at any time by mutual consent. All such amendments shall be agreed upon in writing between the Parties.

**Article 10
Termination**

This Memorandum of Understanding may be terminated by either Party upon three months' written notice.

**Article 11
Entry into force and signatures**

This Memorandum of Understanding shall enter into force on the first day of the month following signature by the last Party.

Signed in duplicate in on.....

For Eurojust
President of the College

For CEPOL
Director of CEPOL