



**COUNCIL OF  
THE EUROPEAN UNION**

**Brussels, 2 October 2008**

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**COVER NOTE**

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from :	European Police College
to :	Police Cooperation Working Party/Article 36 Committee
Subject :	Cooperation Agreement with Interpol

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1. Article 8 (3) third paragraph of the Council Decision 2005/681/JHA of 20 September 2005 establishing the European Police College (CEPOL) and repealing Decision 2000/820/JHA<sup>1</sup>, reads:

*"Cooperation agreements with bodies of non Member States of the European Union can only be concluded after the approval of the Council has been obtained"*

2. The CEPOL Governing Board authorised the CEPOL Director to negotiate a cooperation agreement with the OIPC - INTERPOL at its 6<sup>th</sup> meeting on 28 November 2006.
3. These negotiations are finalised and the CEPOL Governing Board has authorised the Director to conclude the cooperation agreement with OIPC - Interpol as contained in the annex.
4. The CEPOL Secretariat has submitted the text of the afore-mentioned cooperation agreement for approval to the Council on 29 September 2008.

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

5. The Police Cooperation Working Party and the Article 36 Committee are invited to agree to the aforementioned draft Cooperation Agreement as set out in Annex with a view to submitting this draft for approval to COREPER / Council at a forthcoming meeting.

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**DRAFT CO-OPERATION AGREEMENT BETWEEN CEPOL AND THE  
ICPO-INTERPOL GENERAL SECRETARIAT**

The **General Secretariat of the International Criminal Police Organization-INTERPOL**  
(hereinafter referred to as “the INTERPOL General Secretariat”)

and

The **European Police College** (hereinafter referred to as “CEPOL”):

**Recognizing** that, pursuant to Article 2 of its Constitution, INTERPOL aims to ensure and promote the widest possible mutual assistance between all criminal police authorities within the limits of the laws existing in the different countries, and in the spirit of the Universal Declaration of Human Rights,

**Recognizing** that one of the four core functions developed by INTERPOL in order to achieve its mandate is Police Training and Development,

**Recognizing** that CEPOL aims to help train senior police officers of the European Union (EU) Member States by optimizing co-operation between CEPOL’s various components, and by supporting and developing a European approach to the main problems facing EU Member States in the fight against crime, crime prevention, and the maintenance of law and order and public security, in particular the cross-border dimensions of those problems pursuant to Article 5 of the Council Decision establishing CEPOL,

**Considering** that INTERPOL, as an organization operating worldwide, offers the possibility to enhance the police training curriculum and delivery of training at regional levels, through a network of partners composed – inter alia – of regional committees of police chiefs, and regional police institutions and universities,

**Considering** that CEPOL, as an agency of the European Union, is in charge of co-ordinating operational training programmes in Europe,

**Considering** that it is in the common interest of CEPOL and INTERPOL to contribute to police co-operation through learning and through strengthening training activities for senior police officers,

**Considering** that Article 26(e) of INTERPOL's Constitution provides that the INTERPOL General Secretariat shall maintain contact with national and international authorities, and that it is empowered to enter into negotiations on a Co-operation Agreement with CEPOL for that purpose,

**Considering** that CEPOL is authorized to negotiate a co-operation agreement with the INTERPOL General Secretariat pursuant to Article 8(3) of the Council Decision establishing CEPOL,  
Have agreed as follows:

## **Article 1**

### **Purpose**

The purpose of this Agreement is to enhance the co-operation between the INTERPOL General Secretariat and CEPOL in strengthening the training activities for senior police officers, in particular through co-operation in the organization of courses, seminars and conferences and in the development and implementation of common curricula and course material.

## **Article 2**

### **Points of contact**

1. The Secretary General of INTERPOL and the Director of CEPOL shall each establish a point of contact whose task shall be to co-ordinate the day-to-day co-operation between the two Parties.
2. The INTERPOL General Secretariat and CEPOL, via their respective points of contact, shall consult each other regularly on policy issues and matters of common interest for the purpose of realizing their objectives and co-ordinating their respective activities.

3. In particular, the INTERPOL General Secretariat shall, within the limits of its functions and for the purpose of the present Agreement, inform CEPOL about new programmes, priorities and activities to facilitate planning training activities accordingly. CEPOL shall inform the INTERPOL General Secretariat about new projects and activities.
4. Meetings between the INTERPOL General Secretariat and CEPOL shall take place as often as necessary to discuss issues relating to their co-operation in general and, in particular:
  - (a) the evaluation of their co-operation;
  - (b) aspects of future co-operation;
  - (c) the development of course materials;
  - (d) the participation of INTERPOL officials in CEPOL courses, seminars and conferences and in the development and the implementation of common curricula; and the participation of CEPOL officials in INTERPOL courses, seminars and conferences.
5. The INTERPOL representative(s) may be invited by CEPOL to attend the CEPOL External Relations Working Group (ERWG) as observer(s).

### **Article 3**

#### **Organization of training activities**

The Parties agree to co-operate in the organization of courses, seminars, conferences, common curricula, training activities and study tours.

The Parties shall, as far as possible and subject to such arrangements as may be deemed necessary, enable each other's access to all necessary facilities and equipment within their respective premises.

## **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. If and when developed, the content of the CEPOL - INTERPOL common curriculum shall be updated by the INTERPOL General Secretariat on a yearly basis. CEPOL shall be responsible for the administration and learning methodology concerning this common curriculum. INTERPOL experts shall be invited to participate in the implementation courses, i.e. training of trainers, as deemed relevant for their respective curriculum. The INTERPOL General Secretariat shall co-operate in the development and implementation of CEPOL's common curricula on forms of crime within INTERPOL's mandate.
3. The INTERPOL General Secretariat shall inform CEPOL about the development of new handbooks and training materials and provide periodic status reports on their development. Subject to such arrangements as may be necessary for safeguarding the security and confidentiality of information contained in those handbooks and training materials, each Party shall ensure its full and prompt communication to the other Party. The latter shall ensure that those handbooks and training materials will not be used for any other purpose than training.
4. Communication of such information and documents by the INTERPOL General Secretariat to CEPOL shall be subject to INTERPOL's rules and regulations. Communication of such information and documents by CEPOL to the INTERPOL General Secretariat shall be subject to CEPOL's rules and regulations.

**Article 5**  
**Access to CEPOL's e-Library and**  
**INTERPOL's Global Learning Centre database**

For the purpose of this Agreement, duly authorized INTERPOL 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.

For the purpose of this Agreement, duly authorized CEPOL staff shall receive web-based access to the open-source information stored in INTERPOL's Global Learning Centre, when available.

**Article 6**  
**Expenses**

Unless otherwise agreed, the Parties shall bear their own expenses which arise in the course of implementing the present Agreement.

**Article 7**  
**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 consultation and negotiation between representatives of the Parties.

**Article 8**  
**Termination of the Agreement**

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

**Article 9**  
**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.
2. The Parties shall enter into consultations with respect to the amendment of this Agreement at the request of either of them.

**Article 10**  
**Entry into force**

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

In witness whereof, the INTERPOL Secretary General and the Director of CEPOL have signed the present Co-operation Agreement in two original copies in English, on the dates appearing under their respective signatures.

**For the INTERPOL General Secretariat**

**For CEPOL**

Ronald K. Noble  
Secretary General of INTERPOL

Ulf Göransson  
Director of CEPOL

Date:

Date:

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