



# **WORKING ARRANGEMENT**

**between**

**The European Police College**

**and**

**The European Institute of Innovation and  
Technology**

## **Preamble**

The European Police College (CEPOL)

and

The European Institute of Innovation and Technology (EIT)

(Hereinafter referred to collectively as "the Parties"),

Considering

- (1) The joint statement of the European Parliament, the Council of the European Union and the European Commission on the common approach for decentralised EU agencies, Annex Article 23 providing that to deliver administrative support agencies should consider sharing services by proximity of locations,
- (2) The EIT and CEPOL headquarters` location, both situated in Budapest, Hungary,
- (3) Article 8 of Council Decision 2005/681/JHA providing that CEPOL may cooperate with relevant bodies of the European Union and may negotiate cooperation agreements with any of these bodies,
- (4) Section 4(l) of the Statutes of Regulation (EC) No 294/2008<sup>1</sup> establishing the European Institute of Innovation and Technology, as amended by Regulation (EU) 1292/2013<sup>2</sup>, states that the Director shall ensure effective communication with the European Union`s bodies,
- (5) It is within the common interest of the Parties to establish a Working Arrangement on exchange of expertise and best practices concerning services, administration and logistics,

Have agreed as follows:

### **Article 1**

#### **Purpose**

The purpose of this Working Arrangement is to establish cooperation between CEPOL and the EIT for supporting each other in the delivery of services, administration and logistics.

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<sup>1</sup> OJ L 97, 9.4.2008, p. 1

<sup>2</sup> OJ L 374, 20.12.2013, p. 174

## **Article 2**

### **Scope of the exchange of expertise and best practices**

1. The Parties shall exchange expertise and best practices developed in the implementation of their respective mandates.
2. This exchange shall be focused but not limited to:
  - a) Procurement,
  - b) Human resources,
  - c) Advice and assistance in the organisation of internal ICT functions,
  - d) Logistics,
  - e) Legal matters.
3. This Working Arrangement may be implemented through specific projects jointly agreed by the Parties. With the consent of the Parties, cooperation may be extended to any other matter falling within their mutual interest and mandate.

## **Article 3**

### **Coordination and exchange of information on procurement**

1. The Parties agree to consult each other on an annual basis when programming their procurements and logistics for the forthcoming year in order to coordinate them, and seek synergies.
2. When launching a new procurement procedure in an area that may be of the interest of the other Party, the Parties will consider consulting each other – except in the case of urgent procedures – before the procurement procedure is launched.
3. The Parties agree to assist each other by participating in the opening and evaluation committees, especially in case of interinstitutional procurement procedures, subject to the availability of resources and the specific area of the procurement procedure.

## **Article 4**

### **Cooperation on human resources**

1. The Parties agree to cooperate in the area of human resources, in particular by setting-up common selection committees and by cooperating with regard to HR policies (e.g. harassment, intra-agency mobility).
2. The Parties are willing to cooperate with regard to their training policy and the organisation of internal and external trainings.

## **Article 5**

### **Cooperation on administration and logistics**

1. The Parties may negotiate and settle concrete projects to cooperate in the following fields:
  - 1.1 Sharing facilities (e.g. offices, conference rooms, meeting rooms);
  - 1.2 Sharing logistics (e.g. catering);
  - 1.3 Share expertise and capabilities in ICT including mutual placement of backup servers
  - 1.4 Mutual support if required and appropriate for recruitment and procurement procedures.
2. The parties may settle project agreements on the different projects.

## **Article 6**

### **Protection of personal data and confidentiality**

1. During the implementation of this Working Arrangement, the Parties shall comply with Regulation (EC) No 45/2001<sup>3</sup> 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. The Parties undertake to ensure that any confidential information received on the basis of this Working Arrangement will be treated confidentially and in accordance with the applicable rules.

## **Article 7**

### **Meetings**

1. The coordination of activities between CEPOL and EIT may be supported by bilateral meetings organised at the request of either side.
2. The agenda of the meeting should be proposed by the Party calling the meeting and agreed by the Parties as early as possible, at least one week before the date of the meeting.

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<sup>3</sup> OJ L 8, 26.6.2001, p. 36

## **Article 8**

### **Contact Points**

1. For the implementation of this Working Arrangement the CEPOL contact point shall be the Head of the Corporate Services.
2. For the implementation of this Working Arrangement the EIT contact point shall be the Head of the Services and Finance Unit.

## **Article 9**

### **Expenses**

The Parties bear their own expenses which arise in the course of the implementation of the present Working Arrangement unless otherwise agreed on a case-by-case basis.

## **Article 10**

### **Settlement of disputes**

Any dispute which may emerge in connection with the interpretation or application of the present Working Arrangement shall be settled by means of consultation and negotiation between representatives of the Parties.

## **Article 11**

### **Evaluation of the cooperation and review of the Working Arrangement**

1. At least once a year the Parties shall meet to evaluate the cooperation between them and propose ways for improvement.
2. The Parties shall enter into consultations with respect to possible amendments of this Working Arrangement at the request of either of them.
3. This Working Arrangement may be amended at any time by mutual consent between the Parties. All the amendments and supplements shall be done in writing. They will enter into force on the date on which they are signed by the last Party.

## **Article 12**

### **Termination**

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

## Article 13

### Entry into force and duration

This Working Arrangement enters into force on the day following its signature by the last contracting Party, and is signed for an indefinite period.

Signed in Budapest, 27 October 2014



Dr Ferenc BÁNFI  
CEPOL Director



Martin KERN  
EIT Interim Director