

**FRONT**  **X**



PARTNERSHIP AGREEMENT  
ASSOCIATE MEMBERSHIP

#### *Parties*

The European Border and Coast Guard Agency ("Frontex") based on the European Border and Coast Guard Regulation ("the Regulation")<sup>1</sup>, represented for the purposes of signature of this Partnership Agreement ("Agreement") by its Executive Director, Mr Fabrice Leggeri, on the one part, and

National Academy of the State Border Guard Service of Ukraine, named by Bohdan Khmelnytskyi (NASBGSU)

Shevchenko street, 46

Khmelnytskyi, 29003

hereinafter referred to as "Partnership Academy" (PA), represented for the purposes of signature of this Agreement by Rector of the Academy, Oleksandr Lutsyki

on the other part,

Hereinafter referred to individually as the "Party" and collectively as "the Parties"

#### *Preamble*

Having regard to the Regulation, and in particular Article 10(1)(w) and Article 62 thereof,

Whereas:

1) As stipulated in Article 10(1)(w) of the Regulation, one of Frontex tasks is to assist Member States<sup>2</sup> and third countries in the training of national border guards inter alia through the establishment of common training standards and programmes, including on fundamental rights.

2) Based on Article 62 (6) the Regulation, Frontex shall establish and further develop common core curricula for the training of border guards and provide training at the European level for instructors of the border guards of Member States, including with regard to fundamental rights, access to international protection and relevant maritime law as well as a common curriculum for the training of staff involved

<sup>1</sup> Regulation (EU) 2019/1896 of 13 November 2019 on the European Border and Coast Guard (OJ L 295, 14.11.2019, p. 1).

<sup>2</sup> For the purposes of this Partnership Agreement, the term "Member State" includes also the States participating in the relevant development of the Schengen acquis in the meaning of the Treaty on the Functioning of the European Union and its Protocol (No 19) on the Schengen acquis integrated into the framework of the European Union, that is, Liechtenstein, Norway, Switzerland and Iceland.

in return-related tasks. The common core curricula shall aim to promote the highest standards and best practices in the implementation of Union border management and return law and has been always consulted with Frontex Consultative Forum and Frontex Fundamental Rights Officer. Member States shall integrate the common core curricula into the training they provide to their national border guards and staff involved in return-related tasks.

3) As laid down in Article 62(8) of the Regulation, Frontex may organise training activities in cooperation with Member States and third countries on their territory.

4) Frontex has established the Partnership Academies ("PA") network as a network of EU national border and coast guard educational and training institutions mandated to deliver training to border and coast guards. The possibility of joining the network has been extended to non-EU countries which have working arrangements with Frontex and have committed themselves to implementing Frontex's Common Core Curricula.

5) Following the previous Partnership Agreement in force from 24<sup>th</sup> of January 2019 to 31 December 2020, the Parties wish to continue their cooperation.

The Partnership Academies Cooperation Framework forms an integral part of this Agreement.

The Parties have agreed on the following:

#### **Article 1 Objectives**

1. To facilitate and enhance cooperation among border and coast guard education and training institutions and Frontex.
2. To foster a common European border and coast guard culture with shared standards, values and practices in border and coast guard education and training.
3. To improve education and training for border and coast guards, making use of Frontex and national expertise.
4. To optimise the use of available resources for education and training.

**Article 2**  
**Definitions**

For the purpose of this Agreement:

- a) "Partnership Academy" means an entity nominated by a Member State or other eligible country that is recognised as training institution and that provides training and education to law enforcement authorities responsible for border and coast guard tasks.
- b) "other eligible country" means a country having concluded a working arrangement with Frontex and have committed themselves to implementing Frontex's Common Core Curricula.

**Article 3**  
**General Obligations**

Both Parties are to:

- a) cooperate closely on border and coast guard training and education related matters;
- b) cooperate as described in the Partnership Academies Cooperation Framework;
- c) appoint contact persons for the purpose of maintaining cooperation and information sharing;
- d) ensure the accuracy of any information or materials supplied to the other Party.

**Article 4**  
**Scope of Activities**

The objectives outlined under Article 1 are to be pursued through the organisation of activities, such as, meetings of the PA network, workshops, training courses, common projects, exchange and mobility programmes, cross-border cooperation, dissemination events, eLearning courses and modules, webinars, educational research projects.

**Article 5**  
**Financial implications**

1. With regard to the implementation of this Agreement, there are no financial implications, apart from those stipulated in Article 5 (2).
2. Costs for participating in PA network meetings and PA Working Group meetings are covered by Frontex.

3. Any other activities bearing financial implications are subject to separate agreements.

#### **Article 6 Data Protection**

1. The processing of personal data under this Agreement shall be limited to those necessary for the purpose of attaining the objectives set out in Article 1. Personal data is to be processed for the duration of the Agreement and shall be retained for a period of one month after the end of the Agreement after which the data is to be deleted.

2. Personal data to be processed under this Agreement:

- a) relate to the following data subjects: PA contact person/s from countries referred to in Article 2;
- b) are limited to the following: name; nationality; position; organizational function; organization/employer; organizational address; work telephone/mobile number; work email.

3. Personal data processed under this Agreement are controlled by Frontex. In line with Article 2(2) of MB Decision 34/2015 of 10 September 2015<sup>3</sup>, the Data Controller for the purpose of this Agreement is the Head of the Training Unit ("Data Controller"). The Data Controller acts as controller for personal data as specified in paragraph 2 to enable the communication between Frontex and the PAs related to invitations to Frontex events as well as cooperation and information sharing between Frontex and PAs.

4. The Controller processes personal data based on the obligations set out in the Data Protection Regulation.<sup>4</sup>

5. Contact point for exercising data subject rights is the Data Controller (HoU.TRU@frontex.europa.eu). The Frontex Data Protection Officer ("DPO") may assist and be contacted at: dataprotectionoffice@frontex.europa.eu. Data subjects also may have recourse to the European Data Protection Supervisor.

6. When commencing the processing of personal data, the Data Controller informs data subjects about the scope of the processing operation by a privacy notice, which shall be made available and easily accessible by the data subjects. The minimum content to be provided in this privacy notice is established

<sup>3</sup> MB Decision 34/2015 of 10 September 2015 adopting Implementing Measures for the application of Regulation (EC) No 45/2001 by Frontex.

<sup>4</sup> Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data (OJ L 295, 21.11.2018, p. 39).

under Article 15 of the Data Protection Regulation.

**Article 7  
Communication**

1. Unless otherwise specified, any communication and notification mentioned in this Agreement shall be made by electronic means in English through the contact persons.
2. The Parties agree to communicate and share information and experience. This is mainly achieved through regular meetings, e-mail communication and an online platform (Frontex Aula) maintained by Frontex.

**Article 8  
Public Access to Documents/Freedom of Information**

Should one of the Parties, under the applicable rules concerning public access to documents/freedom of information, receive an application to disclose documents originating from the other Party or drafted jointly, the requested Party consults with the originating Party prior to the disclosure of the requested document(s).

**Article 9  
Termination**

Each Party has the right to terminate this Agreement in writing. The request for termination would become effective one month after notification to the other Party.

**Article 10  
Amendments**

1. The Partnership Academies Cooperation Framework may be amended unilaterally by Frontex.
2. Any other part of this Agreement may only be amended through a written agreement to be concluded by the Parties.

**Article 11  
Entry into force**

This Agreement is binding as of the day following its signature by both Parties and enters into effect on 1 January 2021.

IN WITNESS WHEREOF, this Agreement is made out in the English language in duplicate and duly

signed by the authorized representatives on the date as denoted below, and both copies are to be considered as the original of this Partnership Agreement.

SIGNATURES:

*European Border and Coast Guard  
Agency (Frontex)*



*Fabrice Leggeri*

Executive Director

Done in Warsaw

Date: 14/12/2020



*For the Partnership Academy*



*Oleksandr Lutsykyi*

Rector of the Academy

Done in Khmelnytskyi

Date: 16.11.2020

Annex:  
Partnership Academies Cooperation Framework