



# FRAMEWORK TRAINING AGREEMENT

between

**The European Agency for the Management of the Operational Cooperation at the External Borders of the Member States of the European Union hereinafter referred to as “Frontex”, represented for the purposes of signature of this Framework Training Agreement by its Director of the Capacity Building Division, Erik Berglund**

and

**The University of Malta hereinafter referred to as “Partnership Academy”, represented for the purposes of signature of this Framework Training Agreement by Rector Professor Juanito Camilleri**

Recognising that the European Union policy in the field of EU external borders aims at the integrated border management ensuring a uniform and high level of control and surveillance which is necessary corollary to the free movement of persons within the EU and a fundamental component of an area of freedom, security and justice;

Recognising that the Frontex Regulation<sup>1</sup> was adopted and Frontex established with a view to improving the integrated management of the EU external borders;

Noting that Frontex assists and supports the Member States<sup>2</sup> on training of their national border guards, including development of common training standards, as envisaged in Article 5 of the Frontex Regulation;

Expressing that it is within the common interest of Frontex and the Member States to establish a network of Frontex Partnership Academies in order to improve the possibilities of Frontex to provide training assistance and support to the Member States;

Respecting on one hand the fact that the Partnership Academies are institutions of Member State border guard or Police organisations or higher education institutions and not private enterprises competing with each other and aiming at profit-maximization; on the other hand, respecting the importance of using the

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<sup>1</sup> Council Regulation (EC) No 2007/2004 of 26 October 2004 establishing a European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union, OJ L 349, 25.11.2004, p. 1, as subsequently amended.

<sup>2</sup> For the purposes of this Agreement the term ‘Member States’ includes also Schengen Associated Countries.



standard clauses on controls, audits, liability and penalties in order to ensure effective protection of the Union's financial interest;

Highlighting the fact that Frontex' financial payments to the Partnership Academies are not subsidies but reimbursements of costs caused by expenditures for Frontex by the Partnership Academies;

Noting the Declaration of Partnership between Frontex and the Partnership Academy dated on the 4<sup>th</sup> February 2011 establishing the basis for their cooperation (Annex I);

Expressing the need to establish clear and binding terms and conditions between Frontex and the Partnership Academy in order to implement properly the Declaration of Partnership;

Have agreed as follows

#### ARTICLE 1 - SUBJECT

- 1.1 This Framework Training Agreement is concluded as part of a formalised relationship of cooperation between Frontex and the Partnership Academy ("the partnership") in order to contribute to the objectives of the Union's policy referred to in the Preamble.
- 1.2 The purpose of the Framework Training Agreement is to define the respective roles and responsibilities of Frontex and the Partnership Academy in implementing their partnership. The Specific Training Agreements that may be signed under this Framework Training Agreement define the concrete training activities and their costs.
- 1.3 The yearly implementation of this Framework Training Agreement is based on the annual Frontex Training Unit Program of Work, as agreed within the Partnership Academies Conferences.
- 1.4 The Partnership Academy provides its support as well as organises and carries out the training activities mainly in its premises under the lead of Frontex as defined in this Framework Training Agreement and as agreed upon in the Specific Training Agreement.
- 1.5 For the purposes of organising and carrying out the training activities, the Partnership Academy provides assistance including the following elements: local transportation, reservation of the hotels, providing the conference rooms with catering services, teaching equipment to be used during the training and teaching materials for the participants, organisational and training support before, during, and, if needed, after the training, etc. The detailed content of the assistance is always defined in the Specific Training Agreement.
- 1.6 Signing of the Framework Training Agreement by the Parties gives no rise to any obligation on Frontex to sign a Specific Training Agreement on concrete training. Specific Training Agreement may be concluded only on the basis of



case-by-case consideration and decision of Frontex in accordance with Article 2 below.

## ARTICLE 2 - GENERAL PROVISIONS

- 2.1 The procedure leading to signing of a Specific Training Agreement is initiated by Frontex. Frontex sends out letters of invitation for training activities based on draft annual Training Unit Program of Work.
- 2.2 Regular meetings with all Partnership Academies are organised by Frontex at least twice a year in order to develop the above-mentioned Training Unit Program of Work. These meetings are considered as formal Partnership Academies Conferences in order to plan the activities accordingly. Partnership Academies' representatives act as contact persons.
- 2.3 After the consultations, Frontex finally decides on distribution of the training activities among Partnership Academies. Criteria of that decision are defined in cooperation with Partnership Academies.
- 2.4 Based on the Training Unit Program of Work and aforementioned decisions, Specific Training Agreements are signed by both Frontex and the Partnership Academies in order to organise the activities and to agree on budget limits for each specific activity.
- 2.5 Frontex reimburses all costs of the Partnership Academy in accordance with the Specific Training Agreement. All invoices, bills and additionally needed financial documentation must be delivered to Frontex within the time limits defined in this Agreement and in the relevant Specific Training Agreement.

## ARTICLE 3 - DURATION

- 3.1 The Framework Training Agreement enters into force on the day following its signature or following the last signature if signatures take place at different times.
- 3.2 This Framework Training Agreement is concluded for a period starting from its day of entry into force and ending on the 31<sup>st</sup> of December 2011. This Framework Training Agreement may be renewed for the periods of 3 years, only before expiry of the Framework Training Agreement and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.  
By the end of 2009, a common evaluation between Frontex Training Unit and Partnership Academies takes place in order to provide the regular review of all provisions of this agreement.
- 3.3 Any Specific Training Agreement must be signed before the date when the Framework Training Agreement expires. Where the training activities are carried out after the above-mentioned date, the terms and conditions of the Framework Training Agreement continue to apply to the implementation of the corresponding trainings.





- 3.4 In case the Partnership Academy does not express interest for organising at least one training yearly, Frontex is entitled to treat such lack of cooperation as a termination of the Framework Training Agreement. Termination on this basis enters into force on the first day of the next year.
- 3.5 The Framework Training Agreement can always be terminated by each Party on the first day of the next year. In this case the termination notice must be sent at least 30 days before the end of the year.

#### **ARTICLE 4 - COMMUNICATION AND EXCHANGE OF INFORMATION**

Any communication in connection with the Framework Training Agreement must be in writing, indicating clearly this agreement and must be sent to the following addresses:

**For Frontex:**

**Frontex Agency  
Training Unit  
Rondo ONZ 1,  
00-124 Warsaw,  
Poland**

Email: [training.office@frontex.europa.eu](mailto:training.office@frontex.europa.eu)  
FAX: 0048 22 544 9501 (headline: To Training Unit)

Ordinary mail is considered to have been received by Frontex on the date on which it is formally registered by Frontex.

**For the Partnership Academy:**

**Professor Juanito Camilleri  
Rector  
University of Malta  
Msida, MSD 2080, Malta**

Email: [rector@um.edu.mt](mailto:rector@um.edu.mt)  
FAX: (00356) 21 336436

#### **ARTICLE 5 - DATA PROTECTION**

All personal data contained in the Framework Training Agreement and Specific Training Agreements, or related to these documents and to their implementation, are processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council 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. Such data are processed solely in connection with the implementation and follow-up of the Framework Training Agreement and Specific Training Agreements by Frontex, without prejudice to



the possibility of passing the data to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union.

The persons concerned may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the Head of Frontex Training Unit, who is the controller of such data. They may lodge a complaint against the processing of their personal data with Frontex Data Protection Officer or the European Data Protection Supervisor at any time.

All personal data processed by the Partnership Academy in the performance of the Specific Training Agreements must be processed according to the relevant national law implementing the legislative acts of the European Union, particularly Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data<sup>3</sup>.

## **ARTICLE 6 - UNDERTAKINGS BY THE PARTNERSHIP ACADEMY**

By accepting the Framework Training Agreement, the Partnership Academy agrees to:

- respect the common general objectives that formed the basis for establishing the partnership, as mentioned in the Preamble;
- fulfil the undertakings agreed during the Partnership Academies Conferences;
- make all possible efforts to achieve in practice the above-mentioned common general objectives in training activities as well as those agreed in Specific Training Agreements;
- maintain relations of mutual cooperation and regular exchanges of information with Frontex on matters of common interest;
- adopt a transparent attitude with regard to managing and accounting on the training activities for which a Specific Training Agreement is signed and cooperate fully with annual or occasional checks on the implementation of the Framework Training Agreement and/or the Specific Training Agreements.

## **ARTICLE 7 - LIABILITY**

7.1 The Partnership Academy has sole responsibility for complying with any legal obligations incumbent on him.

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<sup>3</sup> OJ L 281, 23.11.1995, p.31.



- 7.2 Frontex cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Partnership Academy while the training activity is being carried out or as a consequence of the activity. Frontex cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
- 7.3 Except in cases of *force majeure*, the Partnership Academy makes good any damage sustained by Frontex as a result of the execution or faulty execution of a training activity.
- 7.4 The Partnership Academy assumes sole liability towards third parties, including liability for damage of any kind sustained by them in respect of or arising out of the activity. The Partnership Academy discharges Frontex of all liability associated with any claim or action brought as a result of an infringement by the Partnership Academy or his employees or individuals for which the Partnership Academy or his employee is responsible.

#### ARTICLE 8 - CONFLICTS OF INTEREST

- 8.1 The Partnership Academy undertakes to take all the necessary measures to prevent any risk of conflict of interest which could affect the impartial and objective performance of the Framework Training Agreement and/or Specific Training Agreements. The Partnership Academy informs Frontex without delay of any situation constituting or likely to lead to any such conflict.
- 8.2 There is a conflict of interests where the impartial and objective exercise of the function of any person under the Framework Training Agreement and/or Specific Training Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

#### ARTICLE 9 - OWNERSHIP/USE OF THE RESULTS/COPYRIGHT

- 9.1 Unless explicitly stipulated otherwise, ownership of the results of the training activities under the Framework Training Agreement and/or Specific Training Agreements, including intellectual property rights, and of the training materials, reports and other documents relating to it are vested in Frontex. The Partnership Academy overtakes evidence on behalf of Frontex.
- 9.2 The Partnership Academy is allowed to use the materials mentioned in par. 9.1 after obtaining Frontex permission.
- 9.3 The Partnership Academy is allowed to use Frontex logo only in agreement with Frontex.
- 9.4 The Partnership Academy is allowed to use the name "Frontex Partnership Academy".





## ARTICLE 10 - PUBLICITY

- 10.1 Unless Frontex requests otherwise, any communication or publication by the Partnership Academy about training activities, including training materials, indicates that the action has received funding from the European Union through Frontex and was held under lead of Frontex.
- 10.2 Any communication or publication by the Partnership Academy, in any form and medium, indicates that sole responsibility lies with the author and that Frontex is not responsible for any use that may be made of the information contained therein.
- 10.3 All communications with media concerning this Agreement and/or any Specific Training Agreement as well as their implementation must be prepared together with Frontex Information and Transparency Team via Training Unit.

## ARTICLE 11 - CONFIDENTIALITY

- 11.1 The exchange of data and information is to be executed in accordance with the existing national and Union legislation.
- 11.2 Frontex and the Partnership Academy undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Framework Training Agreement and/or Specific Training Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The Parties remain bound by this obligation beyond the expiry date of those agreements.

## ARTICLE 12 - SUSPENSION

- 12.1 The Partnership Academy and/or Frontex may suspend implementation of a training activity if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. They inform each other without delay, giving all the necessary reasons and details and the foreseeable date of resumption.
- 12.2 If Frontex does not terminate the Specific Training Agreement, the Partnership Academy resumes implementation once circumstances allow and informs Frontex accordingly. The duration of the training activity will be extended by a period equivalent to the length of the suspension.

## ARTICLE 13 - FORCE MAJEURE

- 13.1 *Force majeure* means any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling



any of their obligations under the concluded agreements, not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.

13.2 A Party faced with *force majeure* informs the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

13.3 Neither of the Parties is held in breach of their obligations under the signed agreement if they are prevented from fulfilling them by force majeure. The Parties makes every effort to minimise any damage due to force majeure.

13.4 Activities under way may be suspended in accordance with Article 12.

#### **ARTICLE 14 - AWARD OF CONTRACTS**

If the Partnership Academy concludes its own contracts in order to support a training activity under a Specific Training Agreement, the Partnership Academy shall respect the provisions and principles of relevant public procurement rules and the principles of sound financial management.

#### **ARTICLE 15 - ASSIGNMENT**

15.1 Claims against Frontex may not be transferred.

15.2 In exceptional circumstances, where the situation warrants it, Frontex may authorise the assignment to a third party of the Specific Training Agreement and any payments flowing from them, following a written request to that effect, giving reasons, from the Partnership Academy. If Frontex agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on Frontex. In no circumstances shall such an assignment release the Partnership Academy from his obligations to Frontex.

#### **ARTICLE 16 - TERMINATION OF THE SPECIFIC TRAINING AGREEMENT**

##### **16.1 Termination by the Partnership Academy**

In duly justified cases, the Partnership Academy may renounce the Specific Training Agreement at any time, by giving to Frontex 60 days' written notice and stating the reasons of the impossibility to support the training activities for which the Agreement has been signed, without being required to furnish any indemnity on this account.





If no reasons are given or if the reasons are objectively not acceptable, Frontex may require the partial or total repayment of sums already paid under the Specific Training Agreement on the basis of implementation reports and financial statements approved by Frontex, in proportion to the gravity of the failings in question and after allowing the Partnership Academy to submit his observations.

## 16.2 Termination by Frontex

Frontex may decide to terminate the Specific Training Agreement, without any liability to the payment of an indemnity on its part, in the following circumstances:

- (a) in the event of a change to the Partnership Academy's legal, financial, technical, organisational or ownership situation that is liable to affect the Framework Training Agreement and the Specific Training Agreement substantially or to call into question the decision to sign the Framework Training Agreement and/or the related Specific Training Agreements;
- (b) if the Partnership Academy fails to fulfil a substantial obligation incumbent on him under the terms of the Framework Training Agreement or Specific Training Agreement, including their annexes;
- (c) in the event of *force majeure*, notified in accordance with Article 13, or if an action has been suspended as a result of exceptional circumstances, notified in accordance with Article 13 par. 1;
- (d) if the Partnership Academy is found guilty of grave professional misconduct proven by any means;
- (e) if the Partnership Academy has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (f) if the Partnership Academy is the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (g) if the Partnership Academy has made false declaration or submits reports inconsistent with reality in order to obtain the funding provided for in the Specific Training Agreement.

## 16.3 Termination procedure

The procedure is initiated by registered letter with advice of delivery or equivalent.

In the cases referred to in par. 2. points a) and b), the Partnership Academy has 30 days to submit his observations and take any measures necessary to ensure



continued fulfilment of his obligations under the Specific Training Agreement. If Frontex fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure continues to run.

Where notice is given, termination takes effect at the end of the period of notice, which starts to run from the date when the notification of Frontex' termination decision is received.

If notice is not given in the cases referred to in par. 2 points c), d), e), f) and g), termination takes effect from the day following the date when the notification of Frontex' termination decision is received.

#### **16.4 Effects of termination**

In the event of termination, payments by Frontex are limited to the eligible costs actually incurred by the Partnership Academy up to the date when termination takes effect, in accordance with Article 22. Costs relating to current commitments that are not due to be executed until after termination are not being taken into account.

The Partnership Academy has 45 days from the date when termination takes effect, as notified by Frontex, to produce a request for final payment in accordance with the Specific Training Agreement. If no request for final payment is received within this time limit, Frontex reimburses no expenditure incurred by the Partnership Academy up to the date of termination and it recovers any amount if its use is not substantiated by the implementation reports and financial statements approved by Frontex.

### **ARTICLE 17 - FINANCIAL PENALTIES**

The stipulations of the relevant Articles of the General Financial Regulation<sup>4</sup> and its Implementing Rules<sup>5</sup> apply by analogy in cases of false declarations, substantial errors, irregularities, fraud or serious breach of contractual and other obligations.

### **ARTICLE 18 - SUPPLEMENTARY AGREEMENTS**

18.1 Any amendment to the Framework Training Agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

18.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement on which might call into question the signing of the Specific Training Agreement or result in unequal treatment.

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<sup>4</sup> Council Regulation (EC) No 1605/2002 of 25 June 2002, OJ L 248, 16.9.2002, p. 1, as last amended.

<sup>5</sup> Commission Regulation (EC) No 2342/2002 of 23 December 2003, OJ L 357, 31.12.2002, p. 1 as last amended.



- 18.3 If the request for amendment is made by the Partnership Academy this must be sent to Frontex 20 working days before it is due to take effect and, 15 working days before the closing date of the activity, except in cases duly substantiated by the Partnership Academy and accepted by Frontex.

## ARTICLE 19 - DISPUTE SETTLEMENT

19.1 In case of any dispute or complaint concerning the interpretation, application or fulfilment of the Framework Training Agreement and/or Specific Training Agreement, the Partnership Academy and Frontex endeavour to settle such dispute or complaint in an amicable way.

19.2 If the dispute can not be solved in an amicable way, the dispute is referred to the Management Board of Frontex.

## ARTICLE 20 - COSTS

20.1 Eligible costs of the training activity to be covered by Frontex are costs actually incurred by the Partnership Academy, which meet following criteria:

- they are incurred in connection with the specific activity as specified in the Specific Training Agreement
- they are incurred during the duration of the activity as specified in the Specific Training Agreement
- they are connected with the subject of the Specific Training Agreement and they are indicated in the estimated budget annexed to it;
- they are necessary to carry out the activity which is the subject of the Specific Training Agreement;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the Partnership Academy and determined according to the applicable accounting standards of the country where the Partnership Academy is established and according to the usual cost-accounting practices of the Partnership Academy;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The partner's internal accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the





activity with the corresponding accounting statements and supporting documents.

20.2 The detailed list of eligible costs must be included in each individual Specific Training Agreement.

20.3 The eligible administrative costs borne by the partner in order to prepare, conduct and conclude the activity are the costs with due regard to the condition of eligibility described in Article 20.1 and are reimbursed by 100%.

20.4 The following costs are not considered as eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the Partnership Academy can show that he is unable to recover it according to the applicable national legislation;
- costs declared by the Partnership Academy and covered by another action or work programme receiving a Union's grant;
- excessive or reckless expenditure
- the purchase cost of equipment, unless otherwise specified in the Specific Training Agreement;

## ARTICLE 21 - REQUESTS FOR PAYMENT

### 21.1 Advance Payment

Advance payment is intended to cover the Partnership Academy's expenditures related to the training. One or more payments may be made as advance payments. The total cumulative amount of advance payments shall not exceed more than 50% of the total amount specified in the Specific Training Agreement. The requested advance payment is paid within 45 days from the receipt of the request for advance payment.

### 21.2 Payment of the balance

Payment of the balance shall be made after completing the training activities on the basis of eligible costs actually incurred in carrying out the activities. It may be in form of a recovery order, if previous advance payments exceed the amount of the final costs of the training in accordance with the Specific Training Agreement.

For the payment of the balance, the following reports and documentation shall be submitted within 60 days after completing of the activity, at the latest when all invoices have been received from deployed companies:



- request for final payment;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- supporting financial documents proving all the cost borne (invoices, bills, etc.);
- training activities closing report.

The documents accompanying the request for payment are to be drawn up in accordance with the relevant provisions of the Framework Training Agreement and the Specific Training Agreement, including where appropriate the annexes thereto. The Partnership Academy certifies that the information provided in his request for payment is full, reliable and true. He also certifies that the costs incurred can be considered eligible in accordance with the Framework Training Agreement and the Specific Training Agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

## ARTICLE 22 - GENERAL PROVISIONS ON PAYMENTS

- 22.1 Payments are to be made by Frontex in Euros according to 100% reimbursement rule. The Partnership Academy submits the payment requests, including the underlying financial statements, in euro. Any conversion of actual costs into euro are to be made by the Partnership Academy at the monthly accounting rate established by the Commission and published on its website applicable on the day when the cost was incurred.
- 22.2 The payments are to be effected within 45 days from the receipt of the payment requests. Payments by Frontex are deemed to be effected on the date when they are debited to the Frontex account in compliance with the Frontex Financial Regulation.
- 22.3 Frontex may suspend the period for payment laid down in the Specific Training Agreement any time by notifying the Partnership Academy that his request for payment cannot be met, either because it does not comply with the provisions of the common agreements, or because appropriate supporting documents must be produced or because there is a suspicion that some of the expenses in the financial statement are not eligible and additional checks are being conducted.
- 22.4 Frontex may also suspend its payments at any time if the Partnership Academy is found or presumed to have infringed the provisions of the Framework Training Agreement or Specific Training Agreement, in particular in the wake of the audits and checks provided for in Article 25.
- 22.5 Frontex informs the Partnership Academy of any such suspension by registered letter with advice of delivery or equivalent.
- 22.6 Suspension of payments takes effect on the date when notice is sent by Frontex. The remaining payment period starts to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by Frontex.



- 22.7 The Partnership Academy has two months from the date of receiving of the notification by Frontex of the final amount of the Specific Training Agreement determining the amount of the payment of the balance or the recovery order, or failing that of the date on which the payment of the balance was received, to request information in writing on the determination of the final costs, giving reasons for any disagreement. After this time, such requests will no longer be considered. Frontex undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the Partnership Academy's right to appeal against Frontex decision. Under the terms of Union legislation in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

#### **ARTICLE 23 - DETERMINING THE FINAL AMOUNT OF SUPPORT**

- 23.1 The total amount paid to the Partnership Academy by Frontex may not exceed the maximum amount of support laid down in the Specific Training Agreement, even if the total actual eligible costs incurred exceed the estimated total eligible costs specified in the estimated budget annexed to the agreement.
- 23.2 If the actual eligible costs incurred when the activity ends are lower than the estimated total eligible costs, Frontex's contribution shall be limited to the actual eligible costs incurred as defined in Article 20.
- 23.3 The Partnership Academy hereby agrees that the funding shall be limited to the amount necessary to balance the receipts and expenditure and that it may not in any circumstances produce a profit for it.  
The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment is drawn up by the Partnership Academy. For the purposes of this Article, only actual eligible costs falling within the categories set out in the Specific Training Agreement and its annexes are taken into account.  
Any surplus determined in this way shall result in a corresponding reduction in the amount laid down in the Specific Training Agreement.  
Where the aggregate amount of the payments already made exceeds the amount of the Specific Training Agreement, Frontex shall issue a recovery order for the surplus.

#### **ARTICLE 24 - RECOVERY**

- 24.1 If any amount is unduly paid to the Partnership Academy or if recovery is justified under the terms of the Framework Training Agreement or Specific Training Agreement, the Partnership Academy undertakes to repay Frontex the sum in question on whatever terms and by whatever date it may specify.





- 24.2 If the Partnership Academy fails to repay by the due date set by Frontex, the sum due shall bear interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points. The interest is payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment covers the interest first.
- 24.3 Amounts to be repaid to Frontex may be offset against amounts of any kind due to the Partnership Academy, after informing it accordingly. The Partnership Academy's prior consent is not required. This affects the Parties' option to agree on payment in instalments.
- 24.4 Bank charges incurred by the repayment of amounts due to Frontex are borne entirely by the Partnership Academy.

#### ARTICLE 25 - CHECKS AND AUDITS

- 25.1 The Partnership Academy undertakes to provide any detailed information requested by Frontex or by any other outside institution or person authorised by Frontex.
- 25.2 The Partnership Academy sends to Frontex all original documents together with the closing report, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the Framework Training Agreement and Specific Training Agreement. In case Partnership Academy sends to Frontex only copies of documents mentioned above, the original documents can be subject of audit and financial control within five years.
- 25.3 Frontex reserves the right to undertake the recovery proceedings where appropriate, according to the EU Financial Regulations applicable to Frontex.
- 25.4 In case the Partnership Academy fails to forward the original documents, it undertakes to grant Frontex staff and outside personnel, authorised by Frontex, the appropriate right of access to sites and premises where the activities are carried out and to all the information, including information in electronic format, required to conduct such audits.
- 25.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by Frontex.
- 25.6 The Court of Auditors has the same rights as Frontex, notably right of access, as regards checks and audits.



For Frontex

Erik Berglun

A handwritten signature in blue ink, appearing to read "Erik Berglun".

Done at Luebeck, 2<sup>nd</sup> March 2011

For Partnership Academy

Professor Juanito Camilleri

A handwritten signature in blue ink, appearing to read "Juanito Camilleri".

Done at Luebeck, 2<sup>nd</sup> March 2011

**ANNEX I - DECLARATION OF PARTNERSHIP**

**ANNEX II - SPECIFIC TRAINING AGREEMENT (TEMPLATE)**