



This project is funded by
the European Union

Model Co-operation Agreement

between

Designation: _____

Address: _____

Contact details: _____

represented by: _____

hereinafter referred to as _____

and

Institution: _____

Designation: _____

Address: _____

Contact details: _____

represented by: _____

hereinafter referred to as _____

the following co-operation Agreement is concluded.

1 Background

Based on the respective domestic legal frameworks, the respective legal mandates and the statutory provisions, the Parties undertake to cooperate in the spirit of the Council of Europe Convention on preventing and combating violence against women and domestic violence.¹

The background to this Agreement is Directive (EU) 2024/1385 of the European Parliament and of the Council of 14 May 2024 on combating violence against women and domestic violence,² Directive 2012/29/EU of the European Parliament and of the Council of 25 October 2012 establishing minimum standards on the rights, support and protection of victims of crime³ and Directive 2011/99/EU of the European Parliament and of the Council of 13 December 2011 on the European protection order⁴.

2 Objective

The subject of this Agreement is cross-border matters within the area of freedom, security and justice in accordance with Article 67 et seq. of the Treaty on the Functioning of the European Union.

This cooperation Agreement sets out how a competent body of the law enforcement system in a Member State, where a person in whose favour a protection measure, in particular in the form of a domestic or European protection order, has been ordered by a non-jurisdictional (i.e. ‘foreign’) competent body to protect against an offence committed by another person, shall coordinate the continuation of the protection measure with the competent body of the law enforcement system in that other Member State.

3 Aims

The aim of the cooperation is to further expand and consolidate the already good approaches in the cooperation between the Parties. This is the only way that both sides will be able to influence needs and developments in good time and with combined forces. Within the framework of this co-operation, the following priorities in particular are defined as key objectives for the development and improvement of the co-operation:

- co-operative case processing,
- the problem-appropriate and mutually coordinated development of concepts and measures,

Both sides are convinced of the necessity of harmonising both fields of activity in the sense of mutual cooperation, as the Parties address the same target groups at interfaces within the scope of their respective tasks. Both Parties recognise:

- the fundamental principle of the protection of legitimate expectations
- respecting the provisions on the processing of personal data under domestic law and in accordance with the General Data Protection Regulation of the European Union
- the non-existence of mutual authorisation to issue instructions
- the specific requirements of the state body Party to present Agreement.

¹ www.coe.int/en/web/istanbul-convention/text-of-the-convention

² OJ L, 2024/1385, 24.5.2024

³ OJ L 315, 14 November 2012, p. 57-73

⁴ OJ L 338, 21.12.2011, p. 2-18

The Parties shall each appoint a responsible contact person / representative for cooperation at management level:

3 Information and Co-operation

The need for joint or coordinated measures can be assumed if there is a justified personal threat to the integrity of the person or if such a threat must be assumed.

In the event of danger, both Parties agree to inform each other immediately of any incidents that could possibly endanger the person in question and to subsequently take coordinated action on the basis of the respective legal and/or statutory authorisation.

4 Joint Training Courses

Both Parties agree on joint training events to qualify their own and joint work. This will be done with the following objectives, among others,

- to utilise the respective competencies of the other area,
- involve other co-operation partners (with a focus on better networking with the probation service, among others),
- to jointly develop points of view on certain topics or
- get to know and understand the different points of view and
- to promote personal working relationships.

In this context, both Parties agree,

- to check the availability of available domestic funds for the qualification measures;
- attempt to jointly acquire funds from European Union funding programmes for the qualification measures.

5 Protection of Personal Data

The Parties commit to processing any personal data exchanged under this Agreement in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679),⁵ Directive (EU) 2016/680⁶ (where relevant), and applicable domestic data protection laws. Each Party shall ensure that personal data is processed lawfully, fairly, and securely, with appropriate technical and organisational safeguards in place. The Parties also commit to informing data subjects, such as victims or staff, about the use of their data and their rights under applicable law. Personal data shall only be retained for as long as necessary for the purposes defined in this Agreement.

6 Dispute Resolution

Any disagreement arising under this Agreement shall first be addressed through consultation between the Parties. If unresolved within 30 days, the issue may be referred to mediation or to a competent domestic court, depending on the context.

⁵ OJ L 119, 4.5.2016, p. 1-88

⁶ OJ L 119, 4.5.2016, p. 89-131

7 Annexes and Practical Tools

The Parties may develop and attach non-binding practical tools (e.g., referral forms, contact lists, risk assessment templates) as annexes to support implementation. These can be updated jointly without revising the core Agreement.

8 Review and Evaluation

The Parties agree to carry out a joint annual review of the cooperation, to assess its effectiveness, identify challenges, and implement improvements. This may include feedback from operational staff and anonymized input from service users.

9 Final Provisions

This cooperation Agreement is valid for an indefinite period and will be revised by the Parties involved every five years and adapted to current developments if necessary

If individual Agreements become invalid, the remaining parts of the Agreement shall continue to apply.

The two partners shall remedy the defect of partial invalidity immediately with a supplementary Agreement. Additions, amendments and cancellations must be made in writing.

Both Parties undertake to publicise and explain the contents of this cooperation Agreement in their areas of responsibility in an appropriate manner and to ensure its implementation.

Signed on: _____

Name, position, signature, seal

Signed on: _____

Name, position, signature, seal