

Memorandum of Understanding on Working Arrangements

between

The European Environment Agency, referred to hereinafter as the “EEA”, with its headquarters located at Kongens Nytorv 6, 1050 Copenhagen K, Denmark, represented for the purpose of signature of this Memorandum of Understanding by Leena Ylä-Mononen, Executive Director, on the one part,

and

The European Food Safety Authority, referred to hereinafter as the “EFSA”, with its headquarters located in Via Carlo Magno 1A, 46126 Parma, Italy, represented for the purpose of signature of this Memorandum of Understanding by Nikolaus Kriz, on the other part,

THE EUROPEAN ENVIRONMENT AGENCY AND THE EUROPEAN FOOD SAFETY AUTHORITY, each hereinafter referred to as “Party” or jointly as the “Parties”,

HAVING REGARD to Regulation (EC) No 401/2009 of the European Parliament and of the Council of 23 April 2009 on the European Environment Agency and the European Environment Information and Observation Network (codified version)¹, and in particular Article 15(1) thereof;

HAVING REGARD to Regulation (EC) No 178/2002² of the European Parliament and of the Council of 28 January 2002 laying down the general principles and requirements of food law, establishing a European Food Safety Authority and laying down procedures in matters of food safety, and in particular Article 23 thereof;

RECALLING the purpose of the EEA to provide the Union and the Member States with objective, reliable and comparable information at the European level enabling them to take the requisite measures to protect the environment, to assess the results of such measures and to ensure that the public is properly informed about the state and outlook of the environment, and to that end provide the necessary technical and scientific support;

Having regard to the Common Approach on decentralised agencies and various initiatives under the framework of the EU Agencies Network with a view to create efficiencies and synergies between the Agencies;

RECALLING the remit of EFSA, and in particular its duty to identify and handle at an early stage potential contentious scientific issues, in particular with reference to Article 30 of Regulation (EC) No 178/2002³;

¹ OJ L 126, 21.5.2009, pp. 13–22

² OJ L 31, 1.2.2002, pp. 1–24.

³ OJ L 31, 1.2.2002, pp. 1–24.

Recalling that it is nevertheless important to continue avoiding confusion between the missions of EEA and EFSA, as set forth in their respective Founding Regulations⁴ and amendments thereto;

HAVE AGREED AS FOLLOWS:

1. Purpose of the Memorandum of Understanding: Enhanced cooperation and avoidance of duplication

The EEA and EFSA are committed to fostering cooperation in the areas identified below based on the principles of appropriateness, common interest, reciprocity and complementarity.

The implementation of this Memorandum of Understanding aims at strengthening transdisciplinary cooperation among the Parties, at avoiding duplication, at further pursuing scientific excellence and the other core values of both Parties, at optimising the use of scientific assessment and monitoring capacity across the European Union, at developing and harmonising methodologies and approaches for scientific assessments associated with the remit of both Parties and at strengthening the evidence base for scientific assessment and monitoring.

This Memorandum of Understanding is intended to strengthen and develop the cooperation on areas of mutual competencies, while considering the relevant responsibilities and tasks as defined in the parties' constituent acts and fully respecting their institutional settings and operational frameworks. Cooperation between both Parties shall be based on the principles of reciprocity and work sharing.

2. Areas of cooperation

This Memorandum of Understanding aims to enhance the cooperation between the Parties in the following general areas, subject to the extent available resources allow and within the scope of the Parties respective mandates:

- a. Scientific collaboration and exchange of information to ensure early identification of potential sources of conflict between scientific reports/briefings between networks, committees, panels and other groups of both Parties and stimulate holistic assessments under a one-health umbrella;
- b. Exchange of information and cooperation in areas of mutual interest, such as Environmental scanning and Foresight activities (incl. sustainable food systems), emerging risks (including chemicals and the related Early Warning System at EU level) and drivers of change (e.g. circular and blue economy, climate change), Exchange of environmental monitoring and climate data, Biodiversity and Nature restoration data, novel legislative frameworks (e.g. drinking water);
- c. Exchange of views and coordination as to the handling of scientific deliverables of common interest e.g. the Europe's environment series (formerly known as SOER) and various briefings on specific subjects;
- d. Mutual invitations to attend meetings convened under their respective auspices or to participate in relevant networks and working groups established by either of them in matters in which the other party has an interest or a technical competence;

⁴ OJ L 126, 21.5.2009, pp. 13–22
OJ L 31, 1.2.2002, pp. 1 –24.

- e. Implementation of specific joint work projects, e.g. in relation to monitoring, environmental risk assessment and environmental scanning activities, with reference to each Party's annual work programme, following approval by the decision-making bodies and considering availability of adequate resources;
- f. Implementation of a One-Substance One-Assessment approach;
- g. Cooperation in the implementation of the One-Health approach across domains;
- h. Cooperation in risk communication, engagement with stakeholders, internal communication and social science, including opportunities for joint communications on collaborative projects and outputs;
- i. Cooperation in case of emergency or crisis situations and cross-border incidents;
- j. Exchange of scientific data and opportunities for collaboration and synergies in data governance, data analytics, IT development, IT systems and data platforms, as well as Artificial Intelligence governance and applications;
- k. Opportunities for coordinated procurement, joint procurement and shared services;
- l. Opportunities for collaboration on temporary exchange / secondment of staff;
- m. Sharing of good practices and information in the area of governance, performance and assurance, and cooperation on corporate planning and reporting activities in view of synergies and advocacy;
- n. Engagement with relevant research projects and European Partnerships funded by Research Framework Programmes and identification of common research needs and knowledge gaps in the work of the agencies, and promotion of research coordination and engagement with EU research funders to support One Health-driven Research & Innovation.

This Memorandum of Understanding may be implemented through specific projects jointly agreed by the relevant units of the Parties. With the consent of both Parties, cooperation can be extended to any other matter falling within their mutual interest.

3. Mutual consultation

The Parties undertake, where possible and appropriate, to:

- a. Consult each other regularly and endeavour to keep each other informed on matters of common interest in order to coordinate activities and to avoid contradicting messages on any matters dealt with in cooperation between the two Agencies;
- b. Routinely inform and, where appropriate consult, each other early in the process of preparing scientific reports/briefings;
- c. Consult each other to ensure the greatest possible degree of coordination with regard to the organisation of meetings and missions of technical experts concerning questions in which both agencies have an interest;
- d. Have *ad-hoc* consultations on new emerging situations where urgent cooperation would be necessary to avoid potential conflicting scientific reports/briefings;
- e. Share in advance their draft annual work and grants and procurements plans for the year ahead, with the view to identify synergies between activities leading to cooperation.

In particular, the Agencies may need to make use of each other's data and expertise and expertise when preparing scientific reports/briefings, in accordance with the respective applicable legal requirements.

4. Divergences

1. Without prejudice to the provisions on conflicting opinions set out in the Parties' Founding Regulations⁵ or other applicable legal provisions, in the event of diverging scientific reports/briefings, the Parties shall cooperate with a view to either resolving the divergence or presenting a joint statement clarifying the contentious scientific issues and identifying the relevant uncertainties in the data. This document shall be made public. Moreover, the Parties should establish adequate procedures to prevent diverging or conflict opinions.
2. The Parties undertake to cooperate with a view to resolving any divergence that may arise in the interpretation or implementation of the present Memorandum of Understanding.

5. Capacity building, synergies, and stakeholder engagement

The Parties undertake, where possible and appropriate, to:

- a. Consider opportunities for joint communication activities on joint projects and joint assessments (e.g. joint press releases, briefings, publications, online communications);
- b. Facilitate opportunities for temporary staff exchange;
- c. Facilitate joint trainings, capacity building and competence development initiatives;
- d. Cooperate on public procurement and legal common matters, in particular under the framework of the EU Agencies Network.

6. Information exchange and data governance

Both Parties acknowledge that they are data-driven organisations handling highly complementary sets of data and facing common challenges. Therefore, the Parties intend to cooperate on:

- a. Exchanging/accessing data needed for their regulatory purposes without prejudice to the respective applicable Union legislation;
- b. Strengthening data and IT governance practices;
- c. Increasing efforts to harmonise data formats and standards;
- d. Exchanging knowledge on IT development;
- e. Exploring the application of modern technologies (e.g. artificial intelligence, machine learning and data mining), while ensuring compliance with Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (Artificial Intelligence Act - EU AI Act) ⁶ and performing appropriate data protection and ethical assessments before deploying any AI applications.

Exchange of information between the Parties may take place for the purpose of and in accordance with the provisions of this Memorandum of Understanding and the applicable Union legislation.

The Parties agree that where there is such exchange of information using IT tools, systems, platforms or other forms of technology, the granting of access and use of these shall be dependent upon compliance with any applicable terms of service.

⁵ OJ L 126, 21.5.2009, pp. 13–22

OJ L 31, 1.2.2002, pp. 1–24.

⁶ OJ L, 2024/1689, 12.7.2024

7. Coordination

1. Each Party shall designate one staff member as coordinator for the maintenance of close, direct and regular contacts with a view to ensuring the smooth application of the provisions of the present working arrangement. *Ad-hoc* coordinators and topic leads may be nominated for specific areas.
2. When necessary, the coordinators shall convene meetings at the required level between representatives both Parties.
3. Without prejudice to point 9 of the present Memorandum of Understanding, in case of diverging internal rules of any of the two Parties, such as in the case of rules applicable to the screening of Declarations of Interest, or in the case of rules of procedure for the organisation of scientific meetings, the internal rules of the Party leading the activity, shall prevail, unless otherwise mutually agreed.

8. Further implementation

Further aspects and details of the cooperation between both Parties may be developed in the framework of the present Memorandum of Understanding, including the roles and responsibilities of their respective staff and criteria for participation in meetings, as relevant.

9. Confidentiality of information

1. Exchange of information between both Parties shall take place for the purpose of and in accordance with the provisions of this Memorandum of Understanding. Unless strictly necessary for specific cooperation activities, such as staff exchanges or meeting participation, the exchange of information between the Parties shall not include data on identified or identifiable natural persons (personal data) as defined in Article 3(1) of Regulation (EU) 2018/1725 of the European Parliament and of the Council 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 data⁷.
2. Before exchanging information or, at the latest, at the moment when the exchange takes place, the Parties must inform each other of the purpose of the exchange and of any restriction on the use of the information, its deletion or destruction, including any general or specific access restrictions. However, should the need for such restrictions emerge after the information is provided to the other Party, the information provider may also indicate to the recipient Party the applicable restrictions at a later stage.
3. Each Party shall ensure that data or other information received based on this Memorandum of Understanding is handled according to its assigned classification level (e.g. Public, Normal, Sensitive Non-Classified), and is subject to confidentiality and security measures in line with applicable Union legislation and recognised information security standards for the processing of information.
4. In order to ensure the appropriate implementation of provisions of any Union legal act relevant to their institutional remit and activities, each Party shall ensure that information received from

⁷ OJ L 295, 21.11.2018, pp. 39–98

the other Party is handled in accordance with the confidentiality obligations applicable to the Party supplying the information.

5. The Party supplying the information shall be responsible for the choice of the appropriate confidentiality level for information supplied and shall ensure that the confidentiality level is clearly indicated in the communication supplying the information to the receiving Party, together with the legal basis and reasoning supporting such classification.
6. Both Parties may at any time request an amendment to the chosen confidentiality level for information supplied, including a possible declassification. The receiving Party shall adjust the confidentiality level accordingly.
7. In case of disagreement on the confidentiality level for the concerned documents, each Party may have recourse to the Directorate-General for Health and Food Safety (“DG SANTE”) of the European Commission with a view to receiving their opinion on the level of transparency and confidentiality that should be applied in respect of the specific documents concerned. The two Parties mutually acknowledge their intention to comply with DG SANTE's opinion, unless otherwise mutually agreed.

10. Financial agreements

1. This Memorandum of Understanding does not of itself give rise to any financial implication or commitment of resources, financial or otherwise, on the part of EEA or EFSA. Each Party shall bear its own costs and expenses necessary to perform its activities under this Memorandum of Understanding, including travel and subsistence of its staff and transportation of all equipment and documentation for which it is responsible.
2. Implementation of any subsequent activities, projects and programmes pursuant to this Memorandum of Understanding, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this Memorandum of Understanding.
3. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

11. Amendments

The present Memorandum of Understanding may be amended by mutual consent in writing between the Parties at any time, in accordance with their respective statutory requirements.

12. Termination

The present Memorandum of Understanding may be terminated by either Party, giving at least three months' written notice, or by both Parties via mutual written consent. Both Parties shall take appropriate measures to minimize the damage to ongoing technical collaboration that could result from a decision to terminate this working arrangement.

13. Entry into force

The implementation of the present Memorandum of Understanding will start immediately after signature by both Parties.

For the European Environment Agency: Leena Ylä-Mononen Executive Director Signature: on file Done at: Copenhagen Date: 27/11/2025	For the European Food Safety Authority: Nikolaus Kriz Executive Director Signature: on file Done at: Parma Date: 27/11/2025
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In duplicate, in English.