



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

THE EUROPEAN ENVIRONMENT AGENCY (EEA)

AND

THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)

The European Environment Agency (hereinafter referred to as EEA), having its seat in Copenhagen, Denmark, represented by Leena Ylä-Mononen, Executive Director.

and

The United Nations Environment Programme (hereinafter referred to as UNEP), having its seat in Nairobi, Kenya, represented by Inger Andersen, Executive Director,

Hereinafter referred to individually as the "Party" or collectively as the "Parties".

HAVING REGARD to the Council Regulation (EEC Regulation 1210/90), creating the EEA and subsequent repeal and codification through Regulation (EU) 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), and in particular Article 15(2) thereof regarding engagement with UN bodies.

HAVING REGARD to the establishment of UNEP by General Assembly resolution 2997 (XXVII) of 15 December 1972, and the mandate of UNEP to co-operate with regional organisations through Governing Council Decisions 17/27 and 18/24 on 'Action for countries with economies in transition' and 'Regional representation', and the establishment in April 2001, of an UNEP Brussels Office working closely with the European Union (EU) institutions to increase policy dialogue and build strategic partnerships that fulfil the organizations' shared goals.

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.

RECALLING that UNEP is the leading global authority on the environment with a mission to inspire, inform, and enable nations and peoples to improve their quality of life without compromising that of future generations, and that UNEP sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment.

HAVING REGARD to the Memorandum of Understanding between EEA and UNEP concluded on 1 September 1995, and as further elaborated vide a Memorandum of Understanding dated 23 October 1997, guiding the cooperation on mutually agreed areas of work, and the technical agreement of 5 February 2002 on implementation of joint activities and deliverables.

CONSIDERING that EEA and UNEP are playing important roles in providing actionable knowledge for policymaking and recognize the specific complementary roles and activities and that a close cooperation would bring mutual benefits and synergies and would prevent any unnecessary duplication of efforts in addressing the interlinked and mutually reinforcing triple planetary crisis on biodiversity, climate change and pollution which pose a global threat to sustainable development.

CONSIDERING the EEA-Eionet Strategy 2021-2030, including the strategic objective on building stronger networks and partnerships and further strengthen the collaboration with international institutions in key regional and global processes, including United Nations bodies and Conventions, on reporting obligations and topics of shared interest.

CONSIDERING the UNEP Medium-term Strategy 2022-2025 for tackling climate change, biodiversity and nature loss, and pollution and waste which outlines how UNEP will strengthen the environmental dimension delivering the promises of the 2030 Agenda. The UNEP Medium-term Strategy for 2026-2029 is expected to continue this endeavour towards 2030 and addressing the triple planetary crisis.

CONSIDERING the Memorandum of Understanding between the European Commission and UNEP signed on 25 April 2014.

RECALLING the common EEA-UNEP-UNECE approach to support national, regional and global reporting on the state of the environment from 19 May 2015, and subsequent Annex from 2018 in the context of establishing a Regular Environmental Assessment Process and extending the Shared Environmental Information System principles across the pan-European Region.

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

Article 1 Purpose and scope

- The purpose of this Memorandum of Understanding (hereinafter referred to as "MoU") is to
 provide the terms and conditions under which the Parties will cooperate through the
 coordination of their respective activities in the field of environmental and climate
 information, reporting, analysis, assessments, outlooks and approaches for sharing the
 knowledge with relevant stakeholders, including policymakers and the general public with
 the aim of delivering on the 2030 Agenda for Sustainable Development objectives.
- 2. This MoU 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. Co-operation between the two Parties shall be based on the principles of reciprocity and work sharing.
- 3. This MoU represents the complete understanding between the Parties and supersedes all prior MoUs, communications and representations, whether oral or written, concerning the

subject matter of this MoU. This MoU will replace and supersede the Memoranda of Understanding concluded between the Parties in September 1995 and October 1997.

4. References to this MoU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU. Any Annexes will be subject to the provisions of this MoU, and in case of any inconsistency between an Annex and this MoU, the latter will prevail.

Article 2 Objectives

- 1. EEA will provide an interface to environmental information matters, services, and assessments, and advise UNEP on these, within the European region in general and its priority (EU) area thereof specifically. UNEP, through its Regional Office for Europe or Brussels-based office, will provide an interface to global issues and particularly those concerning Europe, and shall advise the EEA on environmental, climate and sustainability information matters, including emerging issues having significance within the entire European region.
- 2. The two agencies shall work collectively to formulate environmental information requirements, reports, guidelines, etc. EEA will furthermore be supporting EC engagement in UNEP-led processes and activities related to environment, climate and supporting a green transition to meet the Sustainable Development Goals and to deliver on the objectives of the European Green Deal.
- 3. UNEP will ensure adequate coordination with relevant multilateral environmental agreements (MEAs)' secretariats in the implementation of the MoU when the cooperation relates to MEAs' information matters and reporting obligations.

Article 3 Areas of Cooperation

This MoU 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 regulatory framework:

- 1. Sharing and exchange of objective, reliable and comparable information about the state of the environment, and to that end, provide the necessary technical and scientific support.
- 2. The provision of timely and quality-assured data, information and expertise to enable policymakers to decide on appropriate measures for protecting the environment and health at all levels, as well as to monitor the effectiveness of existing policies and measures.
- 3. The Global Environment Outlook report process (GEO) and linkages to the State and Outlook of the European Environment report (SOER) series.
- 4. Pan-European cooperation with collaboration on environmental assessments, monitoring and reporting under the 'Environment for Europe' process and as stated in the Common Approach between EEA, UNECE and UNEPs Regional Office for Europe, as well as regional cooperations where relevant.
- 5. Regional Seas Conventions including cooperation between EEA and the Mediterranean Action Plan (UNEP-MAP).
- 6. Support to UN led global processes via EU representation, such as e.g. UNEA, CBD, Global Framework on Chemicals and frameworks on waste and other relevant multilateral processes and engagement in the dialogues of the annual high-level meetings between EC-

- UNEP and cooperation in supporting the evidence-based state of environment reporting, including support to the work of global scientific advisory platforms and panels.
- 7. SDG monitoring, indicator and assessment activities and methodologies, as well as relevant UN constituencies, including the UN Statistical Division (UNSD).
- 8. Digital transformation activities, including in i) Global Environment Data Strategy (GEDS), ii) data standards and data analytics, iii) data platforms including the World Environment Situation Room (WESR), iv) Artificial Intelligence applications, and v) Digital twins for climate and pollution forecasting and risk assessments.
- Remote sensing and Earth observation, including activities under i) Copernicus programme, ii) Group on Earth Observations and Global Earth Observation System of Systems (GEO/GEOSS), and iii) the UN Committee of Experts on Global Geospatial Information Management (UNSD/UN-GGIM).

Article 4

General provisions

- Pursuant to this MoU no delegation or transfer of any commitments or responsibilities by or from one Party to the other is made and each Party will retain its commitments and responsibilities according to their internal respective regulations and rules.
- 2. If any provisions in the MoU is invalid, or becomes so in the future, its invalidity will not affect the rest of the provisions in the MoU in whole or in part. The Parties undertake to replace the invalid provision with a valid one, whose object is as close as possible to that of the invalid provision it replaces, pursuant to Article 12.

Article 5

Financial arrangements

- 1. This MoU does not of itself give rise to any financial implication or commitment of resources, financial or otherwise, on the part of EEA or UNEP. Each Party shall bear its own costs and expenses necessary to perform its activities under this MoU, 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 MoU, 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 MoU.
- 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.

Article 6

Public relations and communications

The Parties will collaboratively prepare and coordinate their public relations activities on the work covered under this MoU as appropriate and applicable, in accordance with their respective regulatory framework.

Article 7 Intellectual Property Rights

- 1. Nothing in this MoU shall be construed as granting any rights to, delegation or transfer of either Party's intellectual property rights to the other Party. Each Party will maintain ownership and control of its intellectual property rights.
- 2. The Parties may exchange among themselves licenses for existing intellectual property rights which they can freely use for the purpose of the activities undertaken under this MoU.
- 3. In the event that technical data or work collaboratively made or developed by the Parties, their contractors or sub-contractors during the implementation of this MoU, the Parties will, in good faith, consult and agree on:
 - (a) the terms of ownership of intellectual property rights related to, or interest in, such collaborative technical data or work;
 - (b) the responsibilities, costs, and actions to be taken to establish and maintain intellectual property rights; and
 - (c) the terms and conditions of any license or other intellectual property rights to be exchanged between the Parties or granted by one Party to the other Party.

Article 8 Use of Name and Logo

The Parties do not have a right to use the name and emblem of the other Party, unless there is a prior written agreement between the Parties.

Article 9 Confidentiality and Data Protection

- 1. The handling of information shall be subject to Parties' confidentiality policies.
- 2. The Parties undertake not to divulge to any third party any information pertaining to the internal documents of the other Party or documents that, by virtue of their content or the circumstances of their preparation or communication, must be deemed confidential without obtaining the prior written consent of the other Party.
- 3. Where either of the Parties discloses internal or confidential documents of the other Party to an entity subject to the authority of the disclosing Party or an entity subject to the same authority as the disclosing Party or to an entity with which it has concluded a confidentiality agreement, it shall not be considered disclosure to a third party and shall not require prior consent.
- 4. Regarding UNEP, any principal or subsidiary organ of the United Nations under the Charter of the United Nations shall be considered a legal entity subject to the same authority.
- 5. Any personal data included in or relating to this MoU and its implementation, shall be processed in compliance with the relevant Data Protection rules applicable to each Party. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the MoU by the Parties.

Article 10 Exchange of Personnel

The Parties may explore opportunities for exchange of personnel within the scope of each Party's respective regulations and rules.

Article 11 Points of contact

For the purpose of this MoU, focal points for UNEP may include representatives from its headquarters in Nairobi, the Regional Office for Europe in Geneva or the UNEP office in Brussels. The main interlocuter for the ongoing implementation of this MoU will be the UNEP office in Brussels.

The focal point from EEA will be a representative from the Executive Directors Office (EDO).

The working links between the EEA and UNEP at an operational level will be handled by regular contacts between a designated member from each organisation. It is expected that these individuals will meet at least once per year.

Article 12 Notification and Amendments

Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MoU. This MoU may be revised by mutual written agreement of the Parties at any time. A revision of the terms and conditions of this MoU shall take effect on the date of its signature by the last Party.

Article 13 Liability

Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MoU.

Article 14 Settlement of disputes

- 1. Any dispute about the interpretation or application of this MoU will be settled amicably through consultations or negotiations between the Parties.
- 2. Any dispute, controversy or claim between the Parties arising out of this MoU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article 15 Privileges and Immunities

- Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges of the United Nations, including its subsidiary organs.
- 2. Nothing in or relating to this MoU shall be construed as constituting a waiver, express or implied, of any privileges and immunities enjoyed by the EEA, including their respective employees, agents, alternates, directors, officers, members of the governing bodies and committees, and experts.

Article 16 Entry into Force and Termination

- 1. This MoU will come into force upon signature by both Parties. This MoU will remain into effect for five (5) years from the date of its coming into force. This MoU can be extended through mutual written agreement by both Parties.
- 2. The Parties will notify each other, at least six months before the expiry of the MoU, of their intentions to terminate or extend it. Either Party may terminate this MoU by giving 6 (six) months' prior written notice to the other Party. In this case, the Parties may consider any necessary action to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU.

United Nations Environment Programme Inger Andersen Executive Director

European Environment Agency Leena Ylä-Mononen Executive Director

Signature:

Signed in Brussels, on 28 March 2025

Signature:

Signed in Brussels, on 28 March 2025