



MEMORANDUM OF UNDERSTANDING (MoU)

In relation to knowledge on sustainability transitions in Europe

BETWEEN

THE EUROPEAN FOUNDATION FOR THE IMPROVEMENT OF LIVING
AND WORKING CONDITIONS (EUROFOUND)

AND

THE EUROPEAN ENVIRONMENT AGENCY (EEA)

The European Foundation for the Improvement of Living and Working Conditions (hereinafter referred to as EUROFOUND), having its seat in Ireland, Wyattville Road, Loughlinstown, Co. Dublin, D18 KP65, represented for the purpose of signature of this Memorandum of Understanding by Ivailo Kalfin, Executive Director,

and

The European Environment Agency (hereinafter referred to as EEA), having its seat in Copenhagen, Denmark, represented for the purpose of signature of this Memorandum of Understanding by Leena Ylä-Mononen, Executive Director,

Hereinafter referred to individually as the “Party” or collectively as the “Parties”.

INTRODUCTION AND BACKGROUND:

1. The EEA is governed by 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). The purpose of the EEA is 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. Pursuant to Articles 15(1) and 15(4) of that Regulation, the EEA shall actively seek the cooperation of other Union bodies and programmes, taking into account in doing so the need to avoid any duplication of efforts.
2. EUROFOUND is governed by Regulation (EU) 2019/217 of the European Parliament and of the Council of 16 January 2019. EUROFOUND is a tripartite European Union Agency whose role is to provide knowledge to assist in the development of better social, employment and work-related policies. EUROFOUND’s objective shall be to provide the Commission, other Union institutions, bodies and agencies, the Member States and the social partners with support for the purpose of shaping and implementing policies concerning the improvement of living and working conditions, devising employment

policies, and promoting the dialogue between management and labour. To that end, EUROFOUND shall enhance and disseminate knowledge, provide evidence and services for the purpose of policy making, including research-based conclusions, and shall facilitate knowledge sharing among and between Union and national actors. In accordance with Article 2(4) of that Regulation, EUROFOUND shall cooperate with other Union agencies, promoting synergies and complementarity with their activities, while avoiding any duplication of efforts.

3. EUROFOUND and the EEA recognise their specific complementary roles and activities and that a close cooperation would bring mutual benefits and synergies and would prevent any unnecessary duplication of efforts. The EEA-Eionet Strategy 2021-2030 includes the strategic objective on building stronger networks and partnerships and further strengthen the collaboration with international institutions in key regional and global processes on reporting obligations and topics of shared interest.

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

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Article 1
Purpose and scope

1. 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 selected activities in their respective fields of expertise.
2. The 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 Parties shall be based on the principles of reciprocity and work sharing.
3. This MoU reflects the Parties’ intention to cooperate, expressed in good faith. This MoU is not intended to create rights or obligations under international, European or domestic

law. This MoU is not a legally binding arrangement and does not represent nor does it intend to create any right or binding legal obligations or relation between the Parties.

Article 2
Areas of Cooperation

1. Based on their respective annual and multiannual work programmes, the Parties intend to cooperate with each other, in compliance with any applicable regulations or principles governing their missions, strategies and professional confidentiality through:
 - Quantitative and/or qualitative analysis in the context of the existing and emerging EU policy landscape;
 - Joint participation in expert working groups and events across a broad range of issues;
 - Contribution to relevant reports and other outputs, including communication activities; and
 - Informal exchanges, as relevant and appropriate.
2. The Parties may jointly decide to explore staff secondments or other staff exchange programmes, subject to the conditions regulated by and detailed in separate agreements.
3. The specific activities intended under this MoU will be outlined in a separate document, which the Parties jointly agree to, and which will form an integral part of this MoU.

Article 3
Exchange of information and Communications

1. Subject to their internal rules and procedures, the Parties may share information for the purpose of achieving the aims and scope of this MoU according to the form of cooperation jointly decided between the Parties.
2. The Parties intend to put in place relevant tools and resources to support the cooperation established with this MoU as well as to ensure transparency and adequate access to relevant information.
3. The Parties will jointly prepare and coordinate their public relations activities on the work covered under this MoU as appropriate and applicable.
4. Notices and other communications given under this MoU addressed to either Party shall be made to the address set out in Article 3.5, or to such other address as a Party previously notifies to the other.
5. The address and electronic mail address (and the department for whose attention the communication is to be made) of each Party for any communication to be made or document to be delivered under or in connection with this MoU are:

For EUROFOUND:

Attention: Jorge Cabrita, Senior Research
Manager

Wyattville Road, Loughlinstown,

Co. Dublin, D18 KP65

Ireland

E-mail address:
Jorge.Cabrita@eurofound.europa.eu

For the EEA:

Attention: Martina Bisello, Expert -
Sustainability Transitions and Justice

Kongens Nytorv 6
1050 Copenhagen K
Denmark

E-mail address:
Martina.Bisello@eea.europa.eu

6. Each Party shall promptly notify the other Party in writing of any change in their respective communication details.

Article 4
General provisions

1. 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 rules and regulations.
2. The cooperation between the Parties is subject to the policies and procedures of the Parties and to such further arrangements and approvals as may be required for specific proposed activities.
3. Any arrangement between the Parties implementing this MoU or to which this MoU refers shall be subject to a prior approval by each Party's Executive Directors. Such arrangements shall comply with any applicable internal approvals that may be required pursuant to the respective internal policies, rules, conditions and procedures of each Party.
4. Nothing in this MoU shall constitute a waiver or be construed as constituting a waiver of the immunities, privileges and exemptions enjoyed by the Parties and their respective employees, agents, alternates, directors, officers, members of the governing bodies and committees, and experts.
5. The Parties are entering into this MoU having full regard to their internal governing bodies' competence, constituent instruments, mandate and procedures, as amended from time to time. No provision of this MoU may be construed as interference in any way with the independent decision-making autonomy of each Party with regard to its respective activities and operations.
6. Nothing in this MoU shall be construed as allowing or compelling the Parties to exceed in any way the boundaries of their respective constituent instruments, mandates, procedures and policies, and resources.
7. 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 10.

Article 5
Financial arrangements

1. This MoU does not of itself give rise to any financial implication or commitment of resources, financial or otherwise, by the Parties. 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. However, if EUROFOUND or the EEA require assistance from the other for the implementation of specific projects which are not included in their work programme(s), then they may consider awarding contracts for the implementation of such projects or seek additional funding under relevant EU or other programmes, following normal contractual agreements and procedures.
3. Each Party shall remain solely responsible for all costs and expenses it has incurred in connection with the preparation, negotiation, signing and performance of this MoU in accordance with its terms.

Article 6
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 will 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 jointly 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 as to:
 - (a) the allocation of intellectual property rights related to, or interest in, such joint 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 7
Use of Name and Logo

Neither Party may use the name, trade name, brand, trademark, logo or other symbol or designation (or any abbreviation thereof) of the other Party, its subsidiaries and/or affiliates, in promotional materials, publicity, website, press release, social media platform or any communication or any other kind without the prior express consent of the other Party.

Article 8
Disclosure, Confidentiality and Data Protection

1. This MoU may be made publicly available by the Parties in accordance with their respective rules and procedures on disclosure or mandatory provisions of the law. By entering this MoU, the Parties consent to such disclosure.
2. The handling of information shall be subject to Parties' confidentiality policies. The Parties undertake:
 - not to use confidential information or documents for any purpose other than to perform their obligations under the MoU without the prior written agreement of the other party,
 - to ensure the protection of such confidential information or documents with the same level of protection as their own confidential information or documents and in any case with due diligence, and
 - not to disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other Party.
3. Confidentiality of information exchanged under this MoU will be maintained for a period of two years from its completion or that of any other separate written agreement resulting from it.
4. The Parties undertake to flow down the obligations provided in this article to their respective related entities.
5. Any personal data included in or relating to this MoU and its implementation, shall be processed in compliance with 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 data (hereinafter referred to as Regulation (EU) 2018/1725) 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. The Parties understand that such data to be processed in the implementation of this MoU are limited sets of identification data of the data subjects involved with the follow-up of this MoU.
6. Each Party is acting as independent controller, and not as a processor on behalf of, or joint controller with the other Party, when processing personal data in connection with the collaboration under this MoU.
7. Without prejudice to the foregoing, in the event that the Parties jointly determine the purposes and means of processing of a specific activity, they shall be considered joint controllers, and they shall enter into a Joint Controllership Agreement as reflected in, and in accordance with, Article 28 of Regulation (EU) 2018/1725.
8. The Parties agree to notify one another without delay in writing,
 - a) if it becomes aware of any personal data breach;
 - b) if it receives any communication from:
 - o a data subject seeking to exercise a right under, or alleging breach of Regulation (EU) 2018/1725 or any other applicable data protection or data privacy law;
 - o a supervisory authority or other competent data protection authority, in relation to personal data disclosed or to be disclosed by EUROFOUND to the EEA or by the EEA to EUROFOUND, in connection with this MoU.
9. The Parties agree to give each other such information, cooperation and assistance as each Party may reasonably request to enable it to address the legal or other

consequences of that personal data breach or of the subject matter of that communication.

Article 9
Exchange of Personnel

With due consideration of the provision set forth in Article 4 of this MoU, either Party may, on the basis of the non-exchange of funds principle referred to in Article 5 above, exchange experts for specified periods between 4 weeks to six months in order to share expertise and develop a mutual understanding on specific activities agreed by both Parties.

Article 10
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 11
Settlement of disputes

Any dispute about the interpretation or application of this MoU will be settled amicably through consultations or by such similar means and will not be referred to any national or international tribunal or third party for settlement.

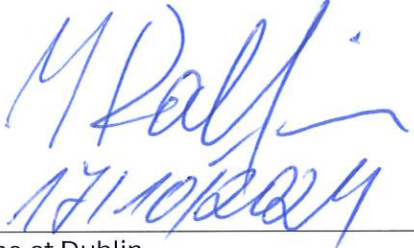
Article 12
Entry into Force, Duration and Termination

1. This MoU will come into force upon signature by both Parties. This MoU will remain in effect for five years from the date of its entry into force. This MoU can be extended with or without alterations if deemed appropriate by both Parties, in pursuance with Article 10.
2. If at any time a Party considers, at its sole discretion, that the continuation of this MoU is no longer appropriate, the cooperation under this MoU may be discontinued at any time by giving three 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.

SIGNATURES

European Foundation for the Improvement
of Living and Working Conditions,
Ivailo Kalfin
Executive Director

Signature:



Handwritten signature in blue ink, appearing to read 'Ivailo Kalfin', with the date '17/10/2024' written below it.

Done at Dublin

European Environment Agency,

Leena Ylä-Mononen
Executive Director

Signature:



Handwritten signature in blue ink, appearing to read 'Leena Ylä-Mononen', with the date '17/10/2024' written below it.

Done at Copenhagen

Dublin