



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE EUROPEAN POLICE OFFICE (EUROPOL)

AND

**THE EUROPEAN AGENCY FOR THE OPERATIONAL MANAGEMENT OF LARGE-SCALE IT
SYSTEMS IN THE AREA OF FREEDOM, SECURITY AND JUSTICE (eu-LISA)**

Europol, represented for the purposes of signing this Memorandum of Understanding by its Director, Rob Wainwright,

and

The European Agency for the operational management of large-scale IT systems in the area of freedom, security and justice (hereinafter referred to as eu-LISA), represented for the purposes of signing this Memorandum of Understanding by its Executive Director, Krum Garkov,

(hereinafter collectively referred to as "the Parties", or individually as the "Party")

Having regard to Council Decision 2009/371/JHA of 6 April 2009 establishing the European Police Office (Europol) and considering that the Management Board of Europol on 22 May 2014 endorsed the possibility for cooperation with eu-LISA thereof,

Having regard to Regulation (EU) 1077/2011 of the European Parliament and of the Council of 25 October 2011 establishing a European Agency for the operational management of large-scale IT systems in the area of freedom, security and justice and in particular Article 17 read together with recital 21 thereof,

Whereas:

- (1) The strategic guidelines for the development of the area of freedom, security and justice adopted by the European Council on 26-27 June 2014 stress the need for effective implementation and consolidation of the legal instruments and policy measures in place and recall that enhancing the role of the EU agencies will be the key in this regard. The European Council, furthermore, emphasised the need for intensifying operational cooperation while using the potential of Information and Communication Technologies innovations, enhancing the role of the different EU agencies and ensuring the strategic use of EU funds.

- (2) Europol attends the meetings of the eu-LISA Management Board as an observer in accordance with Article 15(4) of Regulation 1077/2011 as amended by Regulation (EU) No 603/2013 of the European Parliament and of the Council of 26 June 2013 on the establishment of 'Eurodac' for the comparison of fingerprints for the effective application of Regulation (EU) 604/2013 establishing the criteria and mechanisms for determining the Member State responsible for examining an application for international protection lodged in one of the Member States by a third-country national or a stateless person and requests for the comparison with Eurodac data by Member States' law enforcement authorities and Europol for law enforcement purposes, and amending Regulation (EU) 1077/2011. Europol appoints a representative to the SIS II, VIS and Eurodac Advisory Groups in accordance with Article 19(3) of Regulation 1077/2011 as amended by Regulation (EU) No 603/2013.

- (3) Access by Europol to large-scale IT systems operated by eu-LISA, such as SIS II, VIS and Eurodac, as regulated respectively in Council Decision 2007/533/JHA of 12 June 2007 on the establishment, operation and use of the second generation Schengen Information System (SIS II); Regulation (EC) No 767/2008 of 9 July 2008 concerning the Visa Information System (VIS) and the exchange of data between Member States on short-stay visas and Council Decision 2008/633/JHA of 23 June 2008 concerning access for consultation of the Visa Information System (VIS) by designated authorities of Member States and by Europol for the purposes of the prevention, detection and investigation of terrorist offences and of other serious criminal offences, Regulation (EU) No 603/2013, provide Europol, when necessary for the performance of its tasks and within the limits of its mandate, with input to its analytical and investigative

work in preventing and combating organised crime, terrorism and other forms of serious crime.

- (4) In line with their respective mandates, cooperation between Europol and eu-LISA could contribute to developing further the provision of expertise as well as technical support and services to the EU and its Member States.
- (5) In line with the Common Approach on EU decentralised Agencies and its roadmap, enhanced cooperation between Europol and eu-LISA could create synergies and added value as well as foster coherence among their actions in fulfilling their respective mandates.
- (6) It is within the common interest of the Parties to establish a Memorandum of Understanding in the areas of mutual interest.

Have agreed as follows:

Article 1

Purpose

1. The purpose of this Memorandum of Understanding is to establish a framework of cooperation between Europol and eu-LISA by identifying the areas of cooperation based on common interests that exist between the Parties and to set the objectives and principles of such cooperation.
2. The Memorandum of Understanding does not create any legal rights or obligations, nor any legal effect on any other legal instruments of the Union or otherwise.

Article 2

Areas of cooperation

1. The Parties may cooperate by exchanging expertise and best practices developed in the implementation of their respective mandates and where relevant to the other Party's mandate, inter alia in the following areas:
 - a. ICT related activities and services;
 - b. Research and monitoring of developments in research initiatives;
 - c. Training provided to Member States and to the staff of Europol and eu-LISA;
 - d. Strategic and administrative matters.
2. The scope of this Memorandum of Understanding excludes the exchange of personal data and data used for law enforcement purposes (including data subject to ongoing or future law enforcement activity).

Article 3

ICT related activities and services

1. The Parties may cooperate in matters concerning the development, testing, implementation and maintenance of ICT related activities and services, where relevant and applicable to both Parties.

2. The Parties may assist each other with know-how, expertise, best practices, lessons learned and advice in technical, operational and ICT security related matters. For that purpose, the Parties may decide to provide access to relevant technical information necessary for the implementation of the activities and services, subject to a sufficient business need and any existing internal rules and regulations. The implementation of this article shall take into account each Party's priorities and resource limitations.

Article 4

Research and monitoring of developments in research initiatives

The Parties may cooperate by sharing findings on relevant research initiatives and monitoring of developments in research within the limits of their respective mandates inter alia on IT and cyber security, certification, standardisation, use of biometrics, business continuity and incident analysis.

Article 5

Training provided to Member States and to the staff of Europol and eu-LISA

1. The Parties may, if appropriate and within the limits of their respective tasks and mandates, and subject to the availability of resources, cooperate in the development of training courses, materials and the delivery of training, including e-learning.
2. The Parties may exchange training strategies, methodologies and plans, as well as share training materials of common interest.
3. The Parties may, if appropriate, explore the possibilities of setting up training activities that are of interest to both Parties as well as possibilities for participation in the existing training programmes of both Parties.
4. The contribution of one Party to the training materials or activities of the other Party should be duly acknowledged by the latter.

Article 6

Strategic and administrative matters

1. The Parties may consult each other, where relevant, when preparing their respective strategic documents, such as work programmes, strategies and action plans in particular regarding the areas of cooperation identified in this Memorandum of Understanding.
2. Each Party may, if appropriate, invite the other Party to participate in its planning activities.
3. The Parties may cooperate in administrative matters by sharing experience, expertise and best practices, including in the fields of human resources, management of premises, internal and external audits as well as finance and procurement.
4. The Parties may, if appropriate and on *ad hoc* basis, attend the training activities organised by the other Party.

Article 7

Expenses

The Parties shall bear their own expenses which may arise when implementing the present Memorandum of Understanding, unless otherwise mutually agreed on a case-by-case basis.

Article 8

Contact points

1. For the implementation of this Memorandum of Understanding, the contact point of Europol is the Head of the Business Area ICT.
2. For the implementation of this Memorandum of Understanding, the contact point of eu-LISA is the Head of the General Coordination Unit.
3. The contact points may be amended through an exchange of letters.

Article 9

Evaluation of the cooperation

The Parties shall endeavour to assess annually the progress made in the implementation of this Memorandum of Understanding and, if appropriate, discuss the possibility of further cooperation activities.

Article 10

Settlement of disputes

Any disputes which may emerge in connection with the interpretation or application of the present Memorandum of Understanding shall be settled by means of consultations and negotiations between representatives of the Parties.

Article 11

Amendments and supplements to the Memorandum of Understanding

1. This Memorandum of Understanding may be amended or supplemented at any time by mutual consent between the Parties.
2. All amendments and supplements shall be done in writing. They will enter into force on the date on which they are signed by the last Party.

Article 12

Termination

This Memorandum of Understanding may be terminated in writing by either Party and at any time by giving three months' notice.

Article 13

Entry into force

This Memorandum of Understanding enters into force on the day following its signature by both Parties.

Done in The Hague on 22 March 2016 in duplicate copy in the English language.

For Europol,
The Director,

For eu-LISA,
The Executive Director,

Rob WAINWRIGHT

Krum GARKOV