



European Monitoring Centre
for Drugs and Drug Addiction



Co-operation agreement

between the

European Centre for Disease Prevention and Control (ECDC)

and the

European Monitoring Centre for Drugs and Drug Addiction (EMCDDA)

The European Centre for Disease Prevention and Control, hereinafter referred to as the ECDC, and the European Monitoring Centre for Drugs and Drug Addiction, hereinafter referred to as the EMCDDA;

Considering that it is within their common interest to enhance their co-operation;

RECALLING their respective mandates under the Regulation (EC) No 851/2004 of the European Parliament and of the Council of 21 April 2004 establishing a European Centre for Disease Prevention and Control and under the Regulation (EC) No 1920/2006 of the European Parliament and of the Council of 12 December 2006 on the European Monitoring Centre for Drugs and Drug Addiction (recast);

TAKING NOTE with satisfaction of the progress achieved so far on the identification of mutual interest concerning an enhanced effort on joint co-operating activities to be developed by both Parties in the near future;

AGREEING, within their respective mandates, on the joint need to develop knowledge exchange and practice sharing between both organisations, avoiding any duplication of efforts and overlapping in their respective activities and ensuring the best use of available resources;

AGREEING on their joint interest to identify future joint activities as a set of common efforts aiming to an increased co-operation between both organisations, relating to different topics including epidemiological issues and infectious disease prevention and control;

Have agreed as follows:

Article 1 Purpose of the agreement

The purpose of this agreement is to enhance co-operation between the ECDC and the EMCDDA in the areas mentioned in Article 2 of this agreement, in particular through knowledge exchange and practice sharing.

Article 2 Areas to which the agreement applies

1. Co-operation between the two organisations shall relate to drug-related matters, including epidemiological issues and infectious disease prevention and control in accordance with their respective mandates, and shall be based on the principles of appropriateness, common interest, reciprocity and complementarity.
2. The implementation of specific work projects shall be undertaken with reference to each organisation's annual work programme, following approval of the work programmes by the decision-making bodies and taking into account the availability of adequate resources.
3. Specific work projects will be jointly agreed by both parties and will be included in a document to be annexed to the present agreement.

4. The ECDC and the EMCDDA:

- (a) among other issues, shall co-operate on the collection and analysis of relevant data and the dissemination of information. They shall also co-ordinate their efforts to achieve the best use of available information and to ensure the most effective utilisation of their resources to this end;
- (b) may seek the other's technical expertise and co-operation in the interest of their respective activities and may conclude, as required, specific agreements to this purpose, including the creation of joint projects;
- (c) shall invite each other within their regulations to attend meetings convened under their respective auspices and which consider matters in which the other organisation has an interest or technical competence. They shall ensure the timely exchange of information on meeting programmes to facilitate the expression of such interest.

Article 3
Mutual consultation

The ECDC and the EMCDDA:

- (a) shall consult each other regularly and keep each other informed on strategy issues and matters of common interest, for the purpose of achieving their respective objectives, implementing their respective mandates and co-ordinating their respective activities;
- (b) shall consult each other to ensure the greatest possible degree of co-ordination with regard to the organisation of meetings and missions of technical experts concerning questions in which both organisations have an interest;
- (c) will each designate one or more staff members for the maintenance of close, direct and continuing contacts with a view to ensuring the implementation of the provisions of the present co-operation agreement;
- (d) will convene, when appropriate, co-ordination review meetings at the required level between representatives of the two organisations. Where necessary, decisions shall be referred to the Director of the ECDC and the Director of the EMCDDA.

Article 4
Exchange of information

1. Exchange of information between the ECDC and the EMCDDA shall only take place for the purpose of and in accordance with the provisions of this agreement, and will not include data related to an identified individual or identifiable individuals.

2. The Parties may inform each other, at the moment of supply of information or before, of the purpose for which the information is supplied and of any restriction on its use, deletion or destruction, including possible access restrictions in general or specific terms. Where the need for such restrictions becomes apparent after the supply, the parties may also inform each other of such restrictions at a later stage.

Article 5 Confidentiality of information

1. Each Party shall ensure that information received on the basis of this agreement will be subject to its confidentiality and security standards for the processing of information.
2. Each Party will ensure that information received from the other Party will receive a level of protection which is equivalent to the level of protection offered by the measures applied to that information by the other Party. In order to ensure the implementation of this principle, both Parties will establish a table of equivalence between their respective confidentiality and security standards.
3. In accordance with the principle of proportionality, confidentiality levels will be attributed at the lowest possible level by each Party and amended accordingly wherever possible.
4. The Party supplying the information will be responsible for the choice of the appropriate confidentiality level for information supplied and shall ensure that the level is clearly indicated.
5. Both Parties may at any time request an amendment of the chosen confidentiality level for information supplied, including the possible removal of such a level. The receiving Party shall be obliged to amend the confidentiality level accordingly.

Article 6 Settlement of disputes

Any dispute between the Parties concerning the interpretation or application of this agreement, which cannot be settled amicably between the Director of the ECDC and the Director of the EMCDDA, may be referred for advice to an *ad hoc* Committee at the request of either Party. The Committee, which shall comprise no more than three members of the Management Board of the ECDC and three members of the Management Board of the EMCDDA, shall draw up its own rules of procedure. The Committee's advice will be submitted to the Director of the ECDC and the Director of the EMCDDA.

Article 7 Amendments

1. This agreement may be amended by mutual consent between the ECDC and the EMCDDA at any time, in accordance with their respective statutory requirements.

2. The ECDC and the EMCDDA shall enter into consultation with respect to the amendment of this agreement at the request of either of them.

Article 8
Termination of the agreement

This agreement may be terminated by each Party with three months' notice.

Article 9
Entry into force

This agreement shall enter into force on the date of its signature.

Done in Lisbon on 29 June 2007, in two copies in the English language.



Zsuzsanna Jakab
Director
European Centre for Disease
Prevention and Control



Wolfgang Götz
Director
European Monitoring Centre
for Drugs and Drug Addiction