

MEMORANDUM OF UNDERSTANDING
between
the European Union Aviation Safety Agency (EASA)
and
the European Centre for Disease Prevention and Control (ECDC)

The European Union Aviation Safety Agency (EASA)

Konrad-Adenauer-Ufer 3, 50668 Cologne, Germany

(hereinafter referred to as 'EASA'), which is represented by Luc Tytgat, Executive Director (acting),

of the one part, and

The European Centre for Disease Prevention and Control (ECDC)

Gustav III:s Boulevard 40, 169 73 Solna, Sweden

(hereinafter referred to as 'ECDC'), which is represented by Dr Andrea Ammon, Director,

of the other part,

hereinafter referred to as 'the Parties',

HAVING REGARD TO:

Regulation (EU) 2018/1139, establishing a European Union Aviation Safety Agency for the purpose of establishing and maintaining a high uniform level of civil aviation safety in Europe, including environmental protection (Basic Regulation),

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, as amended by Regulation (EU) 2022/2370 of the European Parliament and of the Council of 23 November 2022,

Regulation (EU) 2022/2371 of the European Parliament and of the Council of 23 November 2022 on serious cross-border threats to health and repealing Decision No 1082/2013/EU.

WHEREAS:

- (A) The Parties have expressed interest in pursuing cooperation in areas of mutual interest in the framework of their respective responsibilities;
- (B) EASA is an independent Agency of the European Union. Its mandate includes among others to ensure a high level of safety for EU Citizens when travelling by air and promotion of common regulatory and certification standards in the interest of EU aviation industry, within Europe and worldwide;
- (C) Within this context, in accordance with its legal mandate under its Basic Act, Regulation (EU) 2018/1139 (Article 91), EASA, within its field of competence, contribute to a timely response to and mitigation of aviation crises, in coordination, with other appropriate stakeholders. Among others, the

Agency participates in the European Aviation Crisis Coordination Cell ('EACCC') established in accordance with Article 18 of Commission Regulation (EU) No 677/2011;

- (D) ECDC is an independent Agency of the European Union. Its mandate aims to strengthen Europe's defences against communicable diseases and related special health issues. The mission of ECDC entails the identification and assessment of current and emerging threats to human health from communicable diseases and related special health issues, including reporting and presenting information thereon. Furthermore, ECDC provides science-based recommendations and support in coordinating the response to such threats.
- (E) To achieve this ECDC shall: (a) search for, collect, collate, evaluate and disseminate relevant scientific and technical data and information; (b) develop common indicators for standardised data collection procedures and risk assessments (c) provide analysis, scientific and technical advice, opinion, guidelines, science-based recommendations and support for actions by the Union and Member States, to prevent and control communicable diseases and related special health issues; (d) promote and coordinate the networking of bodies, organisations and experts operating in the Union in the fields relevant to ECDC's mission (e) promote and facilitate the exchange of scientific and technical information, including through training (f) monitor Member States health system capacity and support the collection of data on their health system capacity as required (g) organise on-site visits in the Member States on a case-by-case basis to provide additional support as required (h) support national monitoring of communicable diseases (i) contribute to defining research priorities and to facilitating the development and implementation of relevant joint actions in the area of public health (j) provide guidelines, recommendations and proposals for coordinated action for surveillance, monitoring, diagnosis and case management of communicable diseases and related special health issues and support for professional networks to improve treatment guidelines in cooperation with relevant parties (k) support, for example through the EU Health Task Force, epidemic and outbreak response in Member States and in third countries (l) contribute to strengthening preparedness capacities under the International Health Regulations, including training, in Member States and in third countries (m) provide timely, easily accessible and evidence-based communication messages to the public on communicable diseases and related threats to health, as well as on relevant prevention and control measures;
- (F) ECDC owns and manages EpiPulse - the European surveillance portal for infectious diseases, an online portal for European public health authorities and global partners to collect, analyse, share, and discuss infectious disease data for threat detection, monitoring, risk assessment and outbreak response. Through this platform, ECDC aims to strengthen the prevention and control of infectious diseases by enhancing early threat detection and assessment. It will enable better preparedness and management of threats from infectious diseases at the EU and global level, through real-time monitoring of outbreak signals and events;
- (G) Aviation is a key component underpinning Europe's economy and European society. On the other hand by its nature as a means of mobility/transport of persons aviation could be a vector in propagating biological/infectious diseases like the COVID-19 pandemic. It is therefore essential to support the implementation of effective and proportionate measures within aviation in order to ensure the safety and health of EU citizens travelling by air within the EU and Worldwide i.e. protection of air transportation against biological threats and sanitary crisis, support the operational continuity of the aviation industry, mitigate the risk of infections, and maintain public trust in air transport;

- (H) Accordingly, within its remit, EASA issues and regularly updates material like Safety Information Bulletins and Safety Directives in order to provide operational recommendations for European stakeholders (aviation authorities and industry) in coordination with the European Commission, based on the official communications of WHO and ECDC facilitating also access to guidance developed by other aviation stakeholders (e.g. IATA, ACI, EU Healthy Gateways, among others);
- (I) Moreover, EASA has developed guidance material for aerodrome operators, aircraft operators and National Aviation Authorities (NAAs) regarding preventive measures recommended at aerodrome level in order to promote best practice and facilitate a harmonized approach at EU level. This guidance material should be considered by NAAs, aerodrome operators and aircraft operators as complementing the recommendations of WHO, ECDC and national public health authorities with regard to the management of contacts, and suspected and confirmed cases;
- (J) Within this context, further to EASA close cooperation with the European Commission and EASA's participation in the Health Security Committee, a close cooperation between EASA and ECDC would further enhance the achievement of the aforementioned objectives and measures. This cooperation would ensure a holistic, harmonised and evidence-based prevention and response to sanitary threats and outbreaks for the benefit of the EU citizens and air transport sector in Europe and worldwide;
- (K) The Parties have agreed to replace the existing EASA-ECDC Framework Agreement concluded in 2011 with an updated set of arrangements governing cooperation between them.

HAVE AGREED

to the following Memorandum of Understanding:

ARTICLE 1 – SUBJECT/SCOPE

- 1.1** This Memorandum of Understanding is a statement of intent with non-binding, non-enforceable intentions declared therein.
- 1.2** The scope of this Memorandum of Understanding covers cooperation between the Parties within their respective mandates and according to their respective annual work programmes on the prevention and control of threats to human health posed by communicable diseases and response to health crisis, outbreaks of infectious diseases and other public health emergencies.

The objective of cooperation under this Memorandum of Understanding is to protect the safety and health of EU citizens travelling by air within the EU and worldwide, by mitigating the risks of propagating infection via aviation activities, through science – based guidance and advice available to the aviation industry and the general public, while maintaining as much as possible normal air operations.

- 1.3** The scope of this Memorandum of Understanding may be extended to other areas of cooperation, by written amendment agreed between the Parties in accordance with Article 14.

- 1.4** Any kind of coordination and/or support activities to be carried out by the Parties under this Memorandum of Understanding will be always subject to the availability of the necessary financial and human resources.

ARTICLE 2 – RESPONSIBILITIES/ACTIVITIES OF THE PARTIES

The intended cooperation under this Memorandum of Understanding encompasses in particular, but is not limited to, the following:

- 2.1.** The Parties agree to regularly exchange relevant information, experience and good practices.
- 2.2.** ECDC will systematically inform EASA of any public health emergency foreseen to have a potential impact on the air transport passengers and aviation personnel through sharing with EASA relevant ECDC outputs such as the weekly Communicable Disease Threat Report (CDTR), as well as potential risk assessments or technical guidance with relevance to the EASA mandate. For this, focal points within ECDC and EASA will be appointed.
- 2.3.** Through EpiPulse nominated EASA users can be granted access to the daily CDTR and to specific items, discussions and documents which are related to issues falling within the scope of the EASA mandate (civil aviation health safety) and relevant for the work of EASA.
- 2.4.** EASA will collaborate with ECDC in the framework of the European Union digital Passenger Locator Form (dPLF) platform and similar activities to facilitate the communication between airlines and applicable public health authorities for the prompt provision of passenger data for the purpose of contact tracing in the event of the detection of a communicable disease case inflight. ECDC and EASA do not intend to exchange passenger personal data themselves under this Memorandum of Understanding.
- 2.5.** EASA will regularly inform ECDC on any of the EASA materials like Safety Bulletins, recommendations, guidance, among others, produced to the benefit of the EU citizens and air transport sector in Europe and worldwide within the context of a biological threat i.e. infectious disease outbreak.
- 2.6.** EASA and ECDC will, upon request, provide each other with technical advice and support on specific materials or activities intended to be produced or undertaken by the requesting Party and falling within the scope of this Memorandum of Understanding. Such technical advice or support will be provided within a reasonable timeframe as agreed between the Parties.
- 2.7.** The Parties agree to undertake joint activities where appropriate and commonly agreed.
- 2.8.** Both Parties will ensure transparency and full coordination when it comes to the aforementioned exchanges and activities.

ARTICLE 3 – FINANCIAL RESOURCES

Except if otherwise agreed in writing on a case-by-case basis, each Party agrees to bear its respective own costs incurred from the application of this Memorandum of Understanding

ARTICLE 4 – HUMAN RESOURCES

Each Party will be responsible for its own personnel in relation to activities undertaken pursuant to this Memorandum of Understanding.

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS AND USE OF RESULTS

- 5.1** The Parties understand that this Memorandum of Understanding does not impact or change any pre-existing Intellectual Property Rights that was held by the Parties prior to or independent of this Memorandum of Understanding. Ownership of the information, results and material exchanged under this Memorandum of Understanding will therefore remain vested in the contributing Party unless owned by a third party. Under no circumstances will the mere possession of the information and material be interpreted as conveying express or implied ownership of intellectual property rights.
- 5.2** The Parties may access, view, retrieve, and print the information and material received under this Memorandum of Understanding. They may not republish, sell, rent or otherwise sub-license, reproduce, duplicate, copy and exploit the received material for a commercial purpose, edit or otherwise modify this material or redistribute it, except for content specifically and expressly made available to the receiving Party for non-commercial editing, modification or redistribution. This clause shall not restrict either Party in publishing its own research results or knowledge if required by the applicable laws and statutes.
- 5.3** Any intellectual property rights in tangible or intangible deliverables resulting from the performance of this Memorandum of Understanding will remain vested in the contributing Party. The other Party will have a licence to use these deliverables for its own non-commercial purposes under its vested tasks.
- 5.4** Any material developed jointly in connection with this Memorandum of Understanding should acknowledge the involvement of both Parties. The Parties understand that intellectual property rights of jointly developed material will be jointly owned by the Parties, except where the Parties agree otherwise. Where appropriate, both Parties may acknowledge the other Party's role in publications, speeches, press releases or in any similar media. One Party may use the name and logo of the other Party only in direct connection with this Memorandum of Understanding and subject to the latter Party's prior written approval.

ARTICLE 6 – COMMUNICATION BETWEEN THE PARTIES

- 6.1** Any communication between the Parties relating to this Memorandum of Understanding or to its implementation will be made in writing (in paper or electronic format). Ordinary mail will be deemed to have been received by ECDC and EASA on the date on which it is registered by the receiving Party.
- 6.2** Electronic communication will be confirmed by paper communication when requested by any of the Parties. Electronic communication will be addressed to:

For ECDC: International.relations@ecdc.europa.eu

For EASA: medical@easa.europa.eu

- 6.3** Official communications shall be sent to the following addresses:

EASA:

European Union Aviation Safety Agency
Luc Tytgat, Executive Director (acting)
Konrad-Adenauer-Ufer 3,
50668 Cologne,
Germany

ECDC:

European Centre for Disease Prevention and Control (ECDC)
Andrea Ammon, Director
Gustav III:s boulevard 40,
169 73 Solna,
Sweden

ARTICLE 7 – CONFLICT OF INTEREST

- 7.1.** Both Parties undertake to refrain, in accordance with the applicable Regulations and Rules, from any action that may give rise to a conflict of interest. Both Parties commit to immediately inform each other in case of any activity that could constitute a conflict of interest, and to taking any necessary mitigating measures to remedy the conflict of interest.
- 7.2.** There is a conflict of interest where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised.

ARTICLE 8 – CONFIDENTIALITY

- 8.1.** The Parties acknowledge that they are bound by and both work within a legal framework and institutional environment which provides for the highest confidentiality standards with regard to the use and dissemination of the information handled within the context of their respective mandates.
- 8.2.** For the purposes of this Memorandum of Understanding, ‘confidential information’ means any information, document or material linked to the performance of the Memorandum of Understanding and not generally known to third parties, the unauthorised disclosure of which could harm essential interests of the Parties or a Party.
- 8.3.** Each Party undertakes to preserve the confidentiality of any document, information or other material linked to performance of this Memorandum of Understanding that are considered as Confidential Information. Written information will be clearly labelled as “Confidential Information” by the disclosing Party. Verbal information will also be identified as “Confidential” at the time of disclosure by informing the receiving Party of its confidential nature.
- 8.4.** The Parties will continue to be bound by this undertaking for a period of 5 years after the Memorandum of Understanding has been terminated in accordance with Article 14.
- 8.5.** In the event of an unauthorised disclosure or use of the Confidential Information and/or data occurring through a disclosure made by either Party, that Party shall immediately notify the other Party in writing of such disclosure and use all reasonable endeavours to assist the other Party in recovering and preventing the use, dissemination, sale, or other disposal of such Confidential Information and/or data.
- 8.6.** Should one of the Parties (holder) receive an application to disclose documents originating from the other Party or drafted jointly by both Parties, in all circumstances, the holding Party shall consult the originating Party in compliance with Article 4(4) of Regulation (EC) No 1049/2001 of the European Parliament and of the Council. Both Parties shall inform each other about received applications concerning public access to documents pertaining to areas of mutual cooperation covered by this Memorandum of Understanding.

ARTICLE 9 – DATA PROTECTION

- 9.1** The Parties acknowledge that any personal data included in the Memorandum of Understanding or relating to it, including its execution shall be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council¹. Such data shall be processed solely for the purpose of the implementation, management and monitoring of the Memorandum of Understanding by authorized personnel, without prejudice to any possible transmission to the EU bodies charged with a control or inspection mission in applying Union law.
- 9.2.** Both Parties shall be regarded as independent controllers in the sense of Articles 1(8) and 26 of Regulation (EU) 2018/1725. The Data Protection Officer of ECDC can be contacted at: DPO@ecdc.europa.eu. The Data Protection Officer of EASA can be contacted at dpo@easa.europa.eu.

ARTICLE 10 – CHECKS AND AUDITS

- 10.1** The Internal Auditors of the Parties, the Court of Auditors and European Anti-Fraud Office have the right to perform any check or audit in accordance with relevant legislation and by taking due account of any bilateral Agreements between the European Anti-Fraud Office and the EU institutions, agencies and bodies concerned.
- 10.2** In a spirit of good cooperation, the Parties endeavour to facilitate any such checks or audits making mutually available, if needed, the results of the controls performed.

ARTICLE 11 – AMENDMENTS

Any amendment to the Memorandum of Understanding will be the subject of a written agreement concluded by the Parties.

¹ 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, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

ARTICLE 12 – TERMINATION BY EITHER PARTY

- 12.1** Either Party may, of its own volition and without being required to pay compensation, terminate the Memorandum of Understanding by serving 6 months formal prior notice.
- 12.2** Should any Party terminate the Memorandum of Understanding, the other Party shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. This applies only in case the Parties entered into separate arrangements on cost-recovery in accordance with Article 3.

Article 13 – PRIOR AGREEMENTS BETWEEN THE PARTIES

This Memorandum of Understanding replaces the existing Framework Agreement concluded between the Parties on 21.3.2011. Therefore, the mentioned Framework Agreement is considered to be terminated by mutual agreement of the Parties upon the entry into force of this Memorandum of Understanding.

Article 14 - ENTRY INTO FORCE

This Memorandum of Understanding will enter into force on the date of its signature by both Parties.

SIGNATURES

For EASA,

Luc Tytgat
Executive Director (acting)

signature: _____

Brussels, 22 September 2023

For ECDC,

Dr Andrea Ammon
Director

signature: _____

Brussels, 22 September 2023

Done in duplicate in English.