



Memorandum of Understanding between the
European Food Safety Authority and the
European Centre for Disease Prevention and
Control

Signed on 3rd April 2008 in Brussels

MEMORANDUM OF UNDERSTANDING BETWEEN THE EUROPEAN FOOD SAFETY AUTHORITY AND THE EUROPEAN CENTRE FOR DISEASE PREVENTION AND CONTROL

The European Food Safety Authority (EFSA) and the European Centre for Disease Prevention and Control (ECDC), each hereinafter referred to as an “Organisation” or jointly as the “Organisations”;

Considering that it is within the Organisations’ common interest as well as the public’s interest to enhance their co-operation in contributing to protect public health;

Taking note with satisfaction of the on-going co-operation and progress achieved so far on the identification of possible areas of mutual interest concerning an enhanced effort on joint co-operation;

Acknowledging, within their respective mandates as set out in their respective founding Regulation (Regulation 178/2002 for EFSA, Regulation 851/2004 for ECDC), the joint need to further develop information exchange and better mutual understanding between both Organisations;

Accepting, in their common interest, to increase co-operation between both Organisations, relating to different topics including food safety, control of communicable diseases, infectious diseases prevention and emergency response; and

Acknowledging established professional linkages between the Organisations on zoonoses, antimicrobial resistance, food-borne outbreaks, scientific advice, microbial risk assessment, surveillance/monitoring, epidemiological investigation, rapid alert, early warning, and emergency response, communication issues as well as avian influenza.

Have reached the following understanding:

I. Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding (“MOU”) is to enhance the co-operation between the ECDC and the EFSA on matters of mutual interest in particular through efforts at information exchange, better mutual understanding and increased co-operation.

II. Areas to which the MOU applies

1. In accordance with their respective mandates under their Founding Regulations, co-operation between the two Organisations will relate to communicable disease matters and food and feed safety, including zoonoses, antimicrobial resistance, food-borne outbreaks, scientific advice, surveillance/monitoring, epidemiological investigation, rapid alert, early warning, emergency response, avian influenza,

communication issues related to the areas identified above, and any other matter falling within the remits of the two Organizations.

2. This MOU may be implemented through specific work projects jointly agreed by the Organisations.

III. Mutual Consultation

The ECDC and the EFSA undertake to, where possible and appropriate:

- (a) consult each other regularly and endeavour to keep each other informed on strategic matters of common interest, for the purpose of achieving their respective objectives;
- (b) consult each other to ensure a degree of co-ordination in regard to matters in which both Organisations have an interest;
- (c) consult each other in the event of an emerging health threat that may affect or concern public health, zoonotic animal diseases or food safety; and
- (d) consult each other when delivering scientific advice and risk assessments that concern food safety and public health;

IV. Other activities

The ECDC and the EFSA undertake to, where possible and appropriate:

- (a) consider opportunities for joint communications activities on issues of common interest (e.g. joint press releases, briefings, publications, online communications); and
- (b) consider the possibility of staff exchange.

V. Exchange of Information

Exchange of information between the ECDC and the EFSA may take place for the purpose of and in accordance with the provisions of this MOU. To facilitate this exchange of information, both Organisations designate one staff member as coordinator for the maintenance of close, direct and continuing contacts with a view to ensuring the application of the provisions of the present MOU. These contact persons will keep, and update as necessary, a list of contact persons for the main areas of collaboration.

VI. Confidentiality of Information

Each Organisation will ensure that information received on the basis of this MOU will be treated in accordance with applicable laws and regulations governing the processing and release of information.

VII. Divergences of Interpretation or Implementation

The Organisations undertake to cooperate with a view to resolving any divergence that may arise in the interpretation or implementation of the MOU. In the event of diverging scientific opinions, the provisions of Article 30 of the EFSA Founding Regulation will apply.

VIII. Amendments

This MOU may be amended by the mutual written consent of the ECDC and the EFSA at any time.

IX. Termination of the MOU

- (a) This MOU shall commence on the date of signature and terminate on 31 December 2010 unless renewed or extended by mutual written agreement.
- (b) This MOU may be terminated by either Organisation giving at least three months' written notice.

X. Entry into force

This MOU will enter into force upon signature by both Organisations.

Signed in duplicate this 3rd day of April 2008, in the English language.

Catherine Geslain-Lanéelle, Executive
Director

Zsuzsanna Jakab, Director

FOR THE EUROPEAN FOOD
SAFETY AUTHORITY

FOR THE EUROPEAN CENTRE FOR
DISEASE PREVENTION AND
CONTROL