



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

ESTONIAN ACADEMY OF SECURITY SCIENCES

AND

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

Estonian Academy of Security Sciences (hereinafter referred to as the Academy), represented for the purposes of signing this Memorandum of Understanding by its Rector, Lauri TABUR,

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 the Statute of the Estonian Academy of Security Sciences adopted on 17 December 2014,

Having regard to the 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,

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 in the area of freedom, security and justice, as well as for improved cooperation and the enhanced role of the EU agencies, in order to develop further information sharing between the authorities of Member States and enhanced training for practitioners.
- (2) Recital 11 of Regulation (EU) 1077/2011 of 2 October 2011 establishing the European Agency for the operational management of large-scale IT systems in the area of freedom, security and justice (eu-LISA Regulation) states that the Agency should perform tasks relating to training on the technical use of SIS II, VIS and Eurodac and other large-scale IT systems which might be entrusted to it in the future.
- (3) Article 3(b) of the Regulation states that eu-LISA shall perform tasks relating to training on the technical use of SIS II, in particular for SIRENE staff (SIRENE — Supplementary Information Request at the National Entries) and training of experts on the technical aspects of SIS II in the framework of Schengen evaluation; Article 4(b) states that eu-LISA shall perform tasks relating to training on the technical use of VIS; and Article 5(c) states that eu-LISA shall perform tasks relating to training on the technical use of Eurodac.
- (4) Article 8.9 of the Statute of the Estonian Academy of Security Sciences states that it is the task of the Academy to develop cooperation with Estonian and foreign educational institutions, other national authorities, local governments, non-governmental organisations, the general public and international organisations and to exchange students and lecturers, subject to mutual agreement.
- (5) Article 8.10 of the Statute states that it is the task of the Academy to participate in international and national projects in order to develop learning activities and applied research.
- (6) In line with their respective mandates, cooperation between eu-LISA and the Academy would contribute to the provision of training, technical knowledge and expertise to the Member States and their relevant authorities.
- (7) Enhanced cooperation between eu-LISA and the Academy would create synergies and added value in fulfilling their respective mandates.
- (8) 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

The purpose of this Memorandum of Understanding is to establish a framework of cooperation between eu-LISA and the Academy by identifying the areas of common interest between the Parties.

Article 2

Areas of cooperation

1. The Parties may cooperate by exchanging expertise and best practices developed in the implementation of their respective mandates, inter alia in the following areas:
 - a. Training course and modules, including e-learning;
 - b. Training facilities and logistics;
 - c. Training materials;
 - d. Experts and trainers;
 - e. Research and monitoring of technology;
 - f. ICT related activities and services;

Article 3

Training courses and modules, including e-learning

1. The Parties may exchange training strategies, methodologies and plans, as well as share training materials of common interest.
2. The Parties may cooperate in the setting up and development of new training courses and modules, including e-learning, and the delivery of trainings, within the limits of their respective tasks and mandates, and subject to the availability of resources.
3. The Parties may explore the possibilities of participation in the existing training programmes of both Parties.

4. The training activities would be addressed to the Member States but, where appropriate, would be open also for the staff of eu-LISA and the Academy.

Article 4

Training facilities and logistics

With regards to training facilities and logistics, the Parties may cooperate in terms of:

- a. the use of training facilities and venues as well as additional logistical support for the preparation and delivery of training;
- b. the use of Learning Management Systems in order to make available the key documents for the courses or modules run jointly;
- c. the use of tools and systems, inter alia the webinar/web meeting tools, survey tools and any other tools which by mutual agreement are identified as suitable for supporting the joint activities.

Article 5

Training materials

1. The Parties may support each other in the development or updating of training materials used for the courses and modules delivered jointly.
2. The Parties may inform each other of the development of other training materials which may be of common interest.
3. The contribution of one Party to the training materials of the other will be duly acknowledged.
4. The parties agree to use the respective corporate visual identity in training and other related materials.

Article 6

Experts and trainers

1. The Parties may exchange information on trainers, lecturers and other experts involved in their activities, relevant to the purpose of this Memorandum of Understanding.

2. The personal data referred to in paragraph (1) shall be processed in compliance with Regulation (EC) No 45/2001.

Article 7

Research and monitoring of technology

The Parties may cooperate in monitoring and sharing findings on relevant research initiatives, taking into account the availability of resources, as well as the existence of a shared interest and mutual added value. Such exchange of information would focus on areas within their respective mandates inter alia on large-scale IT systems in the mandate of eu-LISA and relevant business procedures, IT and cyber security, business continuity and data protection.

Article 8

ICT related activities and services

The Parties may cooperate in matters concerning the exchange of best practices in ICT related activities and services, where relevant and applicable.

Article 9

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 10

Contact points

1. For the implementation of this Memorandum of Understanding, the contact point of the Academy is the Head of the International Cooperation Unit (international@sisekaitse.ee).

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 11

Evaluation of the cooperation

1. The Parties will endeavour to plan and assess annually the progress made in the implementation of this Memorandum of Understanding and, if appropriate, discuss the possibility of further cooperation activities.
2. Annual meetings would be held to take stock of and plan the cooperation between the Parties.

Article 12

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 13

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 14
Termination

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

Article 15
Entry into force

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

Done in Tallinn on 15 June 2015 in duplicate copy in the English language.

For eu-LISA,
Executive Director

For the Estonian Academy of Security Sciences,
Rector

Krum GARKOV

Lauri TABUR