

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

EUROPEAN INVESTMENT BANK

AND THE

EUROPEAN DEFENCE AGENCY

Brussels, 28 February 2018

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or*

The present Memorandum of Understanding ("MoU")
is made by and between:

European Investment Bank, having its Head Office at 100, Boulevard Konrad Adenauer, L-2950, Luxembourg (the "EIB"), represented for the purpose of the signature of this MoU by Mr. Alexander STUBB, Vice-President,

on one part, and

European Defence Agency having its Headquarters at Rue des Drapiers 17-23, 1050 Brussels, Belgium (the "EDA"), represented for the purpose of the signature of this MoU by Mr. Jorge DOMECCQ, its Chief Executive,

on the other part,

together referred to as the "**Participants**", each of them as a **Participant**".

THE PARTICIPANTS TO THIS MEMORANDUM OF UNDERSTANDING:

CONSIDERING that EIB is the financial investment arm of the European Union ("EU") established under the Treaty on the Functioning of the European Union. The role of the EIB is to support investments consistent with EU policy objectives. Pursuant to Article 18(7) of its Statute, as a complement to its lending activity, the EIB may provide technical assistance services in accordance with the terms and conditions set out by its Board of Governors,

CONSIDERING that the mission of the EDA as defined in Article 2 of the Council Decision (CFSP) 2015/1835 of 12 October 2015 is to support the Council and the Member States in their effort to improve the Union's defence capabilities in the field of crisis management and to sustain the Common Security and Defence Policy (CSDP) as it currently stands and as it develops in the future,

CONSIDERING the conclusions of the European Council of 19 October 2017 encouraging the EIB to examine further steps with a view to supporting investments in defence research and development activities,

CONSIDERING the EIB's interest and possible participation in the EDA's Category A Programme on the Cooperative Financial Mechanism (CFM), as expressed by its Vice President Alexander Stubb, in a letter dated 25 October 2017,

WHEREAS the Participants recognize the importance to cooperate, within the scope of their respective institutional and legal mandates, in support of EU policy objectives,

in particular as regards the CSDP as defined under the Treaty on the European Union,

WHEREAS the Participants concur that their cooperation will contribute to the implementation of major European defence initiatives supporting the EU level of ambition in the area of security and defence, including by fostering the European Defence Technological and Industrial Base,

WHEREAS the Participants see a clear benefit in exchanging expertise and know-how in their respective fields of competence in order to achieve their common objectives, for the benefit of the Union and the EDA participating Member States,

WHEREAS the Participants agree that a Memorandum of Understanding can provide a general framework to facilitate collaboration between the Participants with the aim of promoting the pursuit of each Participant's objectives,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

SECTION I – PURPOSE

- 1.1 The purpose of this MoU is to set out a framework for the envisaged collaboration between the Participants, in order to further develop mutually beneficial cooperation between the Participants in the performance of their respective tasks under European Union law and in conformity with their respective institutional and legal mandates as well as decision making procedures.
- 1.2 The entering into this MoU does not prejudice by any means the possibility or right of each Participant to collaborate with other entities in the same or similar fields covered by this MoU.
- 1.3 Any existing MoU or other agreement between the Participants is not affected by this MoU. This MoU does not prevent the signature of any other MoU or agreement between the Participants.
- 1.4 The Participants are entering into this MoU having full regard to their internal governing bodies, statutes, institutional mandate and procedures as amended from time to time.

SECTION II – SCOPE OF COOPERATION

- 2.1 The key areas for cooperation include:

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- support, within the limits of each Participant's mandate, the implementation of the EU Security and Defence agenda, including support to the competitiveness of the EU defence industry;
- development and participation of the EIB to the Agency's activities, subject to each Participant's respective decision-making processes,
- exchange of respective expertise and provision of advice with regard to areas related to finance and defence, in particular with a view to identify possible financing opportunities for defence-related Research and Technology and capability projects and programmes in support of EDA participating Member States;
- establishment and development of a high-level policy dialogue between the Participants in order to foster synergies and ensure an effective support to Member States' efforts to improve their defence capabilities.

2.2 The Participants, willing to enhance their cooperation in the framework of carrying out their respective institutional activities, may determine further areas of cooperation in line with Sections VIII and IX below.

SECTION III – EXCHANGE OF INFORMATION

- 3.1 Subject to their internal rules and procedures, the Participants may share information for the purpose of achieving the aims set out within the scope of this MoU according to the form of cooperation agreed to by both Participants.
- 3.2 This MoU excludes the exchange of classified information, as defined under Article 2 of Council Decision 2013/488/EU¹.

SECTION IV – NON-BINDING NATURE AND PRIVILEGES AND IMMUNITIES

- 4.1 This MoU reflects the Participants' intention to cooperate, expressed in good faith. This MoU does not create any legal obligation or the incurrance of any liability on the Participants. This MoU does not represent any commitment with regard to funding or any form of preferential treatment on the part of either Participant. Any detailed commitments will be laid down in separate agreements that may be entered into by the Participants.
- 4.2 Nothing in this MoU will constitute a waiver, or be construed as constituting a waiver of the immunities, privileges and exemptions enjoyed by the Participants.

¹ Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information (OJ L 273, 15.10.13, p.1).

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- 4.3 It is further understood that nothing in this MoU will be construed as allowing or compelling the Participants to exceed in any way the boundaries of their respective constituent instruments, mandates, procedures and policies, and resources.
- 4.4 The cooperation between the Participants is subject to the policies and procedures of the Participants and to such further agreements and approvals as may be required for specific proposed activities.

SECTION V – DATA PROTECTION, DISCLOSURE RULES AND CONFIDENTIALITY

- 5.1 This MoU may be made publicly available by the Participants in accordance with their respective rules and procedures on data protection and disclosure². By entering into this MoU, the Participants consent to such disclosure.
- 5.2 Unless required by law and subject to the Participants' respective rules and procedures on data protection and disclosure, the Participants agree that information and documents exchanged between the Participants pursuant to this MoU are confidential and should not be disclosed to third parties without consulting in writing with the concerned Participant.

SECTION VI – SETTLEMENT OF DISPUTES

6. Any dispute arising out of, or in connection with, the interpretation or application of any provision of this MoU will be settled amicably through consultations or by similar means.

SECTION VII – ENTRY INTO FORCE, DURATION AND TERMINATION

- 7.1 This MoU will come into effect on the date of its signature by both Participants.
- 7.2 If at any time a Participant considers, at its sole discretion, that the continuation of this MoU is no longer appropriate, that Participant may terminate this MoU by giving written notice to the other Participant. In this case, the Participants will take any necessary action to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU.

SECTION VIII – AMENDMENT

- 8.1 No amendment to this MoU will be effective unless in writing and signed by duly authorized representatives of all Participants. The Participants may

² In particular, the EIB Group Transparency Policy and the EU Regulation on data protection applicable to EU institutions and bodies.

amend the provisions herein or enter into supplementary arrangements by mutual agreement between the Participants through their written consent.

8.2 Amendments shall come into effect upon the date of the later signature.

SECTION IX – REVIEW

9. The Participants will, within three (3) years of the signing into force hereof, review and consult each other with a view to deciding on possible revisions to the MoU and/or future courses of action.

SECTION X – INTERPRETATION

10. The section headings in this MoU are for convenience only and are not intended, and will not be construed to alter, limit or enlarge in any way the scope or meaning of the language contained in this MoU.

SECTION XI – LANGUAGE

11. This MoU is signed in 3 originals in the English language.

SECTION XII – NOTICES AND COMMUNICATIONS

12. Notices and other communications given under this MoU addressed to either Participant will be made to the address as set out above, or to such other address as a Participant previously notifies to the other.

This MoU is signed in three copies in the English language, (2) two copies for the EIB, (1) one copy for EDA.

Signed for and on
behalf of

**EUROPEAN INVESTMENT
BANK**

28 February 2018

Signed for and on
behalf of

**EUROPEAN
DEFENCE AGENCY**

Brunel, 28th February 2018