THE EUROPEAN INSTITUTE FOR GENDER EQUALITY

AND

THE EUROPEAN UNION AGENCY FOR FUNDAMENTAL RIGHTS

Cooperation Agreement
Preamble

The European Union Agency for Fundamental Rights (FRA) and the European Institute for Gender Equality (EIGE);

Hereafter referred to individually as 'the Party' or collectively as 'the Parties';

Having regard to the Council Regulation No. 168/2007 of 15 February 2007 establishing a European Union Agency for Fundamental Rights and in particular Article 4.1 setting out the tasks of the FRA;

Having regard to the Regulation (EC) No. 1922/2006 of the European Parliament and of the Council of 20 December 2006 and in particular Article 3.1 setting out the tasks of the EIGE;

Recalling that the protection of women's rights and implementation of gender equality are necessary prerequisites for an effective human rights protection and their complementarities needs to be emphasized;

Considering the added value of inter-agency collaboration in order to foster a common understanding in the identified areas of cooperation, as well as to attain their respective objectives and maximise the benefits;

Have agreed as follows:

Article 1
Purpose

The purpose of this Cooperation Arrangement is to establish a general framework for cooperation between the FRA and EIGE with the objectives to:

- foster close collaboration in research, communication and networking
- strengthen the promotion of human rights and gender equality;
- make the best possible use of the human and financial resources in their respective agencies;
- increase efficiency and avoid duplications;
- ensure coherence and synergy of research with a view to optimising the impact of all initiatives taken in the EU with the aim to improve equality between women and men in Europe.
Article 2
Common approach to Gender Mainstreaming

1. The Parties will cooperate to foster a common understanding of gender mainstreaming in the context of their activities in line with the mid-term and annual work programmes and coordinate their actions, where appropriate.

2. To achieve this, the Parties will consider the development of appropriate tools to identify existing differences as regards gender mainstreaming issues at an operational or practical level, affecting the Parties activities. Where feasible, the Parties will consider the possibility and appropriateness to approximate existing practices and will collaborate in the development of good practices, guidance notes and similar initiatives.

3. The Parties will consult on activities of common interest to be reflected in their mid-term and annual work programmes.

4. This Cooperation Agreement may be complemented by action plans that are subject to regular reviews listing the concrete activities as well as the respective timeline for implementation, whenever this is deemed necessary.

5. The Parties may offer, on request, its expertise in the different phases of (or specific) operational activity. This may include advice on how to mainstream gender equality in the design, implementation and evaluation of activities considered appropriate by the Parties.

6. The Parties will exchange information on issues related to gender mainstreaming.

Article 3
Research

1. The Parties will exchange information on upcoming research activities of mutual concern and relevant research developments.

2. The Parties will invite each other to relevant expert meetings and, where appropriate, collaborate in research project surveys and other activities or forthcoming publications.

Article 4
Networking and common events

1. The Parties will make a joint effort in identifying common stakeholders and target groups and exchange information on their respective stakeholder interaction.

2. The Parties, where appropriate, will cooperate in the planning and implementation of networking activities and co-organise events.

Article 5
Communication and dissemination of information
1. The Parties will ensure the dissemination of information on relevant subjects to their stakeholders and partners.

2. The Parties will exchange information related to strategic communications activities ensuring a more unified voice on the EU gender and human rights landscape.

3. The Parties, where relevant, will organise common press activities (messages; releases; briefings; task forces) to create synergy and ensure consistency.

4. The Parties will exchange innovative practices on web communication, social media and networking.

Article 6
Administrative and financial matters

1. The Parties will exchange experience in financial and administrative issues.

2. The Parties may launch joint procurements in activities of common interest and in line with their mid-term and annual work programmes. The appropriate arrangements establishing the procedure will be agreed between both Parties.

Article 7
Mutual assistance

The Parties will assist each other, with a view to the implementation of their respective mandates and their annual work programmes, in establishing contacts and facilitating communication with the competent authorities of the Member States and other stakeholders, as appropriate.

Article 8
Contact Points

Both parties will nominate main contact persons for specified areas of common interest.

Article 9
Expenses

The Parties bear their own expenses that arise in the course of the implementation of the present Cooperation Arrangement, unless otherwise agreed upon on a case-by-case basis.

Article 10
Confidentiality

Each Party undertakes to keep confidential any information, document or other material communicated to it as confidential by the other Party, not to disclose it to third
parties without prior written consent of the other Party, and not to use any such information for any purpose other than the implementation of this Cooperation Agreement.

For the purpose of this agreement, exchange of European Union (EU) classified information is limited up to the level of RESTRICTED/RESTREINT UE. Each Party commits to respect all security measures related to the protection of EU classified information.

Article 11
Settlement of disputes

All disputes, which may emerge in connection with the interpretation or application of the present Cooperation Agreement, shall be settled by means of consultations and negotiations between representatives of the Parties.

Article 12
Amendments and supplements

1. This Cooperation Agreement may be amended at any time by mutual consent between the Parties. All amendments and supplements must be in writing.

2. Either of the Parties may request consultations with the intention of amending this Cooperation Agreement.

Article 13
Termination

Either of the Parties may terminate this Cooperation Agreement in writing with a six-month notice period.

Article 14
Entry into force

This Cooperation Agreement enters into force on the day following its signature by both Parties.

Done in English in two copies

FRA

Signed ……………………..
Morten Kjaerum
Director

22 November 2010

EIGE

Signed ……………………..
Virginija Langbakk
Director

22 November 2010