EUROPEAN MEDICINES AGENCY
SCIENCE MEDICINES HEALTH

# Cooperation Agreement

## REFERENCE NUMBER – EMA/741866/2010

European Medicines Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this Cooperation Agreement by Thomas Lönngren, Executive Director

on the one part,

and

Bord Leigheasra na hÉireann

whose registered address is at

Kevin O'Malley House

The Earlsfort Centre

Earlsfort Terrace

- Dublin 2

IRELAND

(hereinafter referred to as "the Party"), represented for the purposes of the signature of this Agreement by Mr Pat O'Mahony, a duly authorised officer of the Party,

on the other part,

whereas Regulation (EC) No 726/2004 of the European Parliament and of the Council of 31 March 2004 "laying down Community procedures for the authorisation and supervision of medicinal products for human and veterinary use and establishing a European Medicines Agency" stipulates that the Agency should be responsible for coordinating the existing scientific resources put at its disposal by Member States for the evaluation, supervision and pharmacovigilance of medicinal products (Article 55);

whereas the National Competent Authorities can support the above-mentioned tasks of the Agency by providing qualified staff to successfully perform these tasks;

whereas the Agency and the National Competent Authorities of the Member States operate in the context of the EU Regulatory System Network, which is characterised by a close collaboration and cooperation in the field of the authorisation and supervision of medicinal products for human and veterinary use;

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whereas Regulation (EC) No 726/2004 also stipulates that the provision of services by rapporteurs or experts shall be governed by a written contract (Article 62(3));

whereas the Agency has to comply with the Financial Regulation applicable to the budget of the Agency, adopted by the Management Board on 11 December 2008, and the Regulation of the Agency laying down detailed rules for the implementation of certain provisions of the Financial Regulation for the Agency, adopted by the Management Board on 10 June 2004;

considering the importance of establishing clear and comprehensive principles governing the cooperation between the Agency and its partners;

with a view to achieving common objectives and goals in areas of responsibility to the highest possible quality standards;

## THE FOLLOWING COOPERATION AGREEMENT HAS BEEN AGREED

and the following Annexes:

**Annex I** – [Services which are subject to the Cooperation Agreement]

**Annex II** – [Costs]

**Annex III** – [Key Performance Indicators]

which form an integral part of this Cooperation Agreement (hereinafter referred to as "the Agreement").

In the event of any conflict herein, the terms set out in this Cooperation Agreement shall take precedence over those in the Annexes.

## Article 1 - Subject

1. The subject of the Agreement shall be all Services provided by the Party as described in Annex I.
2. The Party shall provide the Services assigned to it in accordance with the Annexes attached to this Agreement.
3. Any amendment to the Annexes, including any revision of Annex III to introduce qualitative key performance indicators, shall be adopted by the Management Board of the Agency. Any amendment to the Annexes attached to this Agreement shall be made in the form of an exchange of letters.

## Article 2 - Duration

1. The Agreement shall become effective on the date on which it is signed by the last party. Provision of the Services will be governed by this Agreement as of 01 January 2011.
2. The duration of the Agreement shall not exceed 60 months (5 years). This period and all other periods specified in the Agreement are calculated in calendar months. If no objection has been raised by either party within 6 months before such period elapses, the Agreement shall be renewed tacitly.

## Article 3 – Agreement Price

1. The total amount to be paid by the Agency in Euro, covering all the Services under the Agreement, shall be notified by the Agency to the Party and shall be determined in accordance with the rules as outlined in Annex II. Any payment by the Agency under this agreement is exclusive of VAT; no request for VAT applicable in the country of the Party will be added to the payment.
2. It is agreed that the costs outlined in Annex II include all other expenditure that may be incurred by the Party in performance of this Agreement.
3. The Agency shall reimburse travel and accommodation expenses of the Party's Staff, as defined in Article 9(3), involved in the performance of the Services, in accordance with the rules determined by the Management Board.

## Article 4 – Payment Periods and Formalities

1. Payment of the costs under the Agreement shall be made when the Party has fulfilled its obligations in accordance with this Agreement, including compliance with the Key Performance Indicators described in Annex III.
2. Payments shall be made within **45 days** of fulfilment of obligations as specified in Article 4(1).

## Article 5 – Bank Account

Payments shall be made direct to the Party's bank account, identified as follows:

Name of bank: ALLIED IRISH BANK

Address of branch in full: 1/3 Lower Baggot Street, Dublin, 2

Exact designation of account holder: IRISH MEDICINES BOARD

Full account number including codes: SWIFT: AIBKIE2D

IBAN code: IE54AIBK93101233712185

## Article 6 – Notice / Administrative Provisions

Any notice or other communication relating to the Agreement shall be made in writing, shall bear the Agreement number and shall be sent to the appropriate address [or fax number] [or email address] set out below (or such other address, fax number or person as the relevant party may notify to the other). Ordinary mail sent by prepaid, first class post or recorded delivery shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible and indicated below. All email and facsimile communications are deemed received on the working date following transmission. All notices or other communications shall be sent to the following addresses [fax numbers or email addresses]:

**EMA:**

Product Data Management
Veterinary Unit
7 Westferry Circus
Canary Wharf
London E14 4HB
United Kingdom

E-mail: pa-bus@ema.europa.eu
Fax: +44 (0)20 7523 7455

**Party:**

~~Mr/Mrs~~/Ms LAETITIA LALLOZ

Title PERSONAL ASSISTANT TO CE

Bord Leigheasra na hÉireann
Kevin O'Malley House
The Earlsfort Centre
Earlsfort Terrace
Dublin 2
IRELAND

E-mail: laetitia.lalloz@imb.ie
Fax: 00353 1 661 4764

## Article 7 – Applicable Law and Settlement of Disputes

1. The Agreement shall be governed and construed in accordance with the national law of the Party providing the service.

2. For any dispute relating to the performance of the Agreement which cannot be settled amicably between the Parties, the Court of Justice of the European Communities shall have exclusive jurisdiction, including the interpretation of the Agreement.

## Article 8 – Quality of the Services

The Party agrees that the Agency shall monitor the quality of the Services provided under this Agreement, in the context of a quality assurance system established by the latter. Detailed Key Performance Indicators shall be established under Annex III to the Agreement.

## Article 9 – Performance of the Agreement

1. The Agency acknowledges the responsibility assigned to it by the applicable EU pharmaceutical legislation and is committed to meet the obligations as foreseen by the relevant legal framework.

2. The Party shall perform the Services to the highest professional standards with reasonable skill and care. The Party shall have sole responsibility for ensuring the availability of the scientific evaluation and resources required for the fulfilment of the Party's obligations under the Agreement. The Party shall monitor the scientific level and independence of the evaluations carried out for the delivery of the Services. The Party shall have sole responsibility for handling conflicts of interest of the Party's staff and other persons engaged by the Party to provide the Services in line with a Memorandum of Understanding between the parties, to be adopted by the Management Board.

3. Any reference made to any employee, director or other officer or member of staff of the Party (the "Party's Staff") in the Agreement shall relate exclusively to individuals involved in the performance of the Services, including any expert engaged by the Party for the provision of these Services.

4. Both the Agency and the Party shall neither hold themselves out as representing the counter-party nor behave in any way that would give such an impression.

5. The Party shall have sole responsibility for the Party's Staff who execute the Services assigned to them.

   The Party shall make provision for the following employment or service relationships with the Party's Staff:

   - the Party's Staff performing the Services assigned to the Party may not accept orders or instructions direct from the Agency;
   - the Agency may not under any circumstances be considered to be the employer of the Party's Staff and the said staff shall undertake, if requested by the Agency and as far as they are able, not to invoke in respect of the Agency any right arising from the relationship between the Agency and the Party.

6. Notwithstanding the above, the Party shall indemnify and hold the Agency harmless against all and any claims, loss, cost or expenses suffered as a consequence of any claim arising from any employee or other member of the Party's Staff or any claim, assessment or other levy made by any competent taxation or other governmental agency in connection with the provision of the Services by the Party to the Agency.

7. Should any unforeseen event, action or omission directly or indirectly hamper execution of the Services, either partially or totally, the Party shall immediately and on its own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Party to ensure full compliance with its obligations under the Agreement. In such event the Party shall give priority to solving the problem rather than determining liability.

8. The Party shall have sole responsibility for complying with any legal obligations incumbent on it, notably, but not limited to, those resulting from employment, tax and social legislation.

## Article 10 – Liability / Indemnity and Force Majeure

1. Except in cases of force majeure as defined in Article 10(6), any claim, loss, cost or expense sustained by either party in performance of the Agreement shall be covered by the party responsible.

2. All claims, losses, costs (including legal and other professional fees) or expenses as described in Article 10(1) shall also include those arising in the event of subcontracting under Article 18.

3. Either party shall indemnify and hold its counterparty harmless from all such claims, losses, costs and expenses incurred or paid by the latter, pursuant to Article 10(1) above and further provide compensation in the event of any action, claim or proceeding brought against the party not responsible by a third party which requires the latter to devote management time thereto.

4. In the event of any action brought by a third party against either party in connection with the performance of the Agreement which does not fall within Articles 10(1), 10(2) and 10(3) above, assistance shall be provided to the party against which the action has been brought. Expenditure incurred by the party in question shall be reimbursed by the party receiving assistance on the basis of a mutual agreement between the two parties.

5. The Party shall take out and maintain for the duration of the Agreement insurance with a reputable insurance company against all normal business risks and damage relating to performance of the Agreement, if required by the relevant applicable national legislation in the Member State concerned. If required by the relevant applicable legislation, the Party shall take out supplementary insurance as reasonably required in accordance with reasonably prudent practices in its fields of activity.

6. Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the parties including acts of terrorism which prevents either of them from performing any of their obligations under the Agreement, was not due to error or negligence on their part or on the part of either the Agency or the Party, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

7. Without prejudice to the provisions of Article 9(7), if either the Agency or the Party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

8. Neither the Agency nor the Party shall be held in breach of its obligations if it has been prevented from performing them by force majeure. Where the Party is unable to perform its obligations owing to force majeure, it shall have the right to remuneration only for Services actually executed.

9. The Agency and the Party shall take all necessary measures to reduce damage to a minimum.

## Article 11 – Contractual Conflict of Interests

1. Both parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Both parties shall abstain from entering into any contact likely to compromise their independence.

2. The parties declare:

   - that they have not made and will not make any offer or agreement with any third party of any type whatsoever from which an advantage can be derived under the Agreement,
   - that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any third party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Agreement.

## Article 12 – General provisions Concerning Payments

1. Payments shall be deemed to have been made on the date on which the Agency's account is debited.

2. The payment period referred to in Article 4 may be suspended by the Agency at any time if it informs the Party that either the amount is not due or that the obligations referred to in Article 4(1) have not been fulfilled. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Agency may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible. The time allowed for the verification that the expenditure is eligible may not exceed 60 calendar days.

   The Agency shall notify the Party accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article 4 shall begin to run again once the suspension has been lifted. In situations where an unacceptable delay as defined in Annex III is being experienced by the Agency for QRD comments in the frame of the linguistic review process no payment will be performed.

3. In the event of late payment the Party shall be entitled to interest, provided that the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Party may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("the reference rate") plus seven percentage points ("the margin"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Agency may not be deemed to constitute late payment.

## Article 13 – Recovery

1. If total payments made exceed the amount actually due under the Agreement, the Party shall reimburse the appropriate amount on receipt of the debit note, in the manner and within the time limits set by the Agency.
2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article 12(3). Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

## Article 14 – Data Protection

*The Agency and the Party shall comply (and where applicable the Party shall* procure that all its sub-parties shall comply) at all times with the Regulation (EC) No 45/2001, the Data Protection Directive (95/46/EC), the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (the "Data Protection Legislation") and shall not perform their obligations under the Agreement in such a way as to cause either the Agency or the Party to breach any of its obligations under the Data Protection Legislation. Any alleged breach of the Data Protection Legislation in connection with the Agreement shall be immediately notified by the party concerned.

## Article 15 – Ownership - Property Rights & Use, Distribution and Publication of Information

1. Each party represents and warrants that the Intellectual Property Rights arising, or utilised, in the performance of the Agreement are or shall be original and will not infringe any Intellectual Property Rights owned by any third party (including, but without limitation to, all moral rights).
2. The Agency may use, publish, assign or transfer, as it sees fit, without geographical or other limitation, any database rights, copyright, trademarks, trade names, domain names, designs or patents (whether registered or unregistered) including but not limited to, all other intellectual or

industrial property rights such as know-how, trade secrets and goodwill (the "Intellectual Property Rights"), arising, or created by the Party, in the performance of the Agreement.

3. Without prejudice to any national applicable law, any dissemination or publication of information to third parties relating to the performance of the Agreement shall require prior written agreement of the parties. It shall state that the opinions expressed are those of the Party only and do not represent the Agency's official position.

## Article 16 – Confidentiality

1. In this Article, "Information" shall include any information intentionally or unintentionally provided directly or indirectly by either the Agency or the Party to the other in oral or documentary form or by way of electronically accessible media or other tangible form or by demonstrations and whether created or arising in connection with the Services or existing before, on or after the date of the Agreement.

2. In this Article, "Confidential Information" shall mean:

   a) in respect of Information provided in documentary or by way of a presentation or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or is created or arises as a consequence of the provision of the Services or by necessary implication that it is imparted in confidence; and

   b) in respect of Information that is imparted orally, any information that the Agency or its representatives informed at the time of disclosure was imparted in confidence; and

   c) in respect of Confidential Information imparted orally, any note or record of the disclosure; and

   d) any copy of any of the foregoing; and

   e) the fact that Services are being provided hereunder.

3. Either party undertakes to treat in the strictest confidence and not make use of or divulge or disclose to any third parties any Confidential Information, until they agree on distribution or publication of the relevant information. Both parties shall continue to be bound by this undertaking after the termination or expiry of this Agreement.

4. Both parties shall ensure that each member of the party's Staff will respect the confidentiality of any of the Confidential Information and that they will not divulge or disclose to any third parties or use for their own benefit or that of any third party any Confidential Information not available publicly, even after termination or expiry of this Agreement.

## Article 17 – Access, Inspection and Audits

1. In accordance with the Agency's Financial Regulation, the European Court of Auditors shall be entitled upon reasonable notice to access, inspect and audit the Records held by the Party in connection with the performance of the Agreement up to seven years after the last payment is made to the Party by the Agency.

2. In addition, the Party acknowledges that the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 and agrees to submit thereto.

## Article 18 – Subcontracting

Where the Party decides to subcontract to third parties or to use any other form of third party services, the Party shall remain bound by its obligations to the Agency under the Agreement and shall guarantee the provision of the Services and be liable for the proper performance of the Agreement as if it were performing the Services itself.

## Signatures

For the Party,
Mr Pat O'Mahony
Chief Executive Officer

signature[s]: _____

Done at Dublin 2, Date 01/12/10

For the Agency,
Dr. Thomas Lönngren
Executive Director

signature: _____

Done at London, Date 22/11 10

In duplicate in English.

**Annex I**

# Services which are Subject to the Cooperation Agreement

In accordance with Article 1(1) of the Cooperation Agreement the subject of the Cooperation Agreement shall be:

**1.** All Services provided by the Party in relation to the (evaluation) work for medicinal products for human and veterinary use as described in applicable Community legislation.

# Costs

In accordance with Articles 3(1) and 3(2) of the Cooperation Agreement the amounts to be paid by the Agency in Euro, exclusive of VAT, for the Services which are subject to the Cooperation Agreement, are as follows:

## 2. Medicinal Products for Human and Veterinary Use

For medicinal products for human and veterinary use the cost to the Party is covered in accordance with the "Rules for the implementation of Regulation (EC) No. 297/95 on fees payable to the European Medicines Agency and other measures", as adopted by the Agency's Management Board.

# Key Performance Indicators

In accordance with Article 8 of the Cooperation Agreement the Agency shall establish a system to monitor the quality of the Services provided by the Party as outlined below, subject to the implementation plan adopted by the Management Board, which will allow for a gradual implementation of the monitoring.

## 1. Key Performance Indicators

The Key Performance Indicator to monitor the quality of the Services will be compliance with the timelines for the availability of the following deliverables:

- Assessment Reports prepared by the Party
- Inspection Reports prepared by the Party
- QRD comments provided by the Party

Two concepts are introduced for measuring compliance with the timelines:

- Late receipt by the Agency of the aforementioned deliverables, i.e. the deliverable is provided beyond the set deadline (as specified in applicable Community legislation, guideline, procedural advice, SOP, or as per the agreed timetable).
- Unacceptable delay in the availability of the aforementioned deliverables, i.e. when the deliverable is provided with such a delay vis-à-vis the set deadline as specified above that it would critically undermine the opinion/decision-making process.

The system to monitor the quality of the Services will be reviewed after a 3 year period.

The Management Board, at its 10 June 2010 meeting, agreed to start with a pilot phase, and endorsed a subset of key performance indicators to be monitored and reported upon in the context of this pilot phase. As a consequence, the "Overview of the Procedures" provided in Chapter 3, and the "Follow-up by the Agency" provided in Chapter 2 are currently for information only until the Management Board has endorsed the expansion of the key performance indicators.

### *1.1. Implementation Plan endorsed by the Management Board on 10 June 2010*

- Agreed that a pilot project should start in 2011 and run for two years in the first instance with the objective of expanding the range of KPIs and putting in place a permanent system at the end of this period, based on the outcome of the pilot and the development of suitable monitoring tools by the Agency;
- Agreed that transparent reporting will take place of the performance of NCAs under the contractual arrangements in the form of annual reports to Management Board and HMA. During the pilot phase reports will remain restricted to the EU Regulatory System Network.

- The following subset of KPIs selected for monitoring in its pilot phase;

| Process | Measure | Performance Target [1] | KPI[2] |
|---|---|---|---|
| **Scientific Advice** | | | |
| Scientific advice phase 1 | Date of receipt of ARs | ≤ 23 days | Day 30 |
| Scientific advice phase 2 | Date of receipt of JAR | ≤ CHMP Monday – 1 week | Day of CHMP meeting |
| **MAA & Extensions** | | | |
| MAA & Annex II 'Human' phase 1[3]* | Date of receipt of ARs | ≤ 80 days | Day 120 |
| MAA & Annex II 'Vet' phase 1 | Date of receipt of ARs | ≤ 70 days (Rapp)<br>≤ 85 days (CoR) | Day 120 |
| MAA 'Vet' accelerate phase 1 | Date of receipt of ARs | ≤ 50 days (Rapp)<br>≤ 60 days (CoR) | |

# 2. Follow-up by the Agency

## *2.1. Late receipt by the Agency*

The Agency will prepare on a 6 monthly basis an overview of all late receipts experienced by the Agency. Such 6 monthly overview will be provided to both the Management Board and Heads of Medicines Agencies for their consideration.

In case a pattern of systematic late receipt of (a) deliverable(s) is developing the Agency will liaise with the concerned Head of Agency requesting remedial actions.

## *2.2. Unacceptable delay*

For remunerated Services, in situations where an unacceptable delay is being experienced by the Agency, the Agency will follow the procedure as outlined in Article 12(2) of the Cooperation Agreement.

# 3. Overview of the Procedures

An overview of the procedures with regard to late/unacceptable delivery timelines is provided below:

[1] Target date for receipt to enable effective operation of the procedure
[2] Unacceptable delay impacting negatively on the opinion/decision making process and which could ultimately be linked to financial penalty for non-performance under Art 13 (2) of the contractual arrangements
[3] Including ATMPs and accelerated review (same first phase as non-accelerated)

- Scientific Advice
- Pre-authorisation (medicines for human and veterinary use)
- Advanced Therapy Medicines
- Orphan Medicines
- Paediatric Medicines
- Post-authorisation (medicines for human and veterinary use)
- Re-examination (medicines for human and veterinary use)
- Plasma Master File
- Herbal Medicinal Products
- Referrals (medicines for human and veterinary use)
- Maximum Residue Limits
- Inspections (medicines for human and veterinary use)

A list of abbreviations is also provided.

## Scientific Advice Procedures

| Legal Basis | 1st phase | | 2nd phase | |
|---|---|---|---|---|
| Article 57(1)(n) Regulation (EC) No 726/2004 | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| Scientific Advice | >D23 (Receipt of AR within D24-D29) | Unavailability of AR at D30 | Receipt of Joint Report later than 1 week before next CHMP meeting | CHMP meeting (adoption) |

## Pre-authorisation Procedures (medicines for human use)

| Legal basis | 1st phase (by D120) | | 2nd phase (after D120) | |
|---|---|---|---|---|
| * Directive 2001/83/EC **Regulation (EC) No 726/2004 | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| • Art 8.3* (full application)<br>• Art 10.1* (generics)<br>• Art 10.3* ("hybrids")<br>• Art 10.4* (similar biological)<br>• Art 58** (WHO)<br>• Art 83* (compassionate use)<br>• Council Directive 93/42/EEC (ancillary substance/human blood derivative) | > D80 (receipt of AR within D81-D119) | D120 (unavailability of LoQs for adoption) | > D150 (JAR) (Receipt of JAR within D151-D179)<br><br>> D180 (Receipt of LoOIs within D181-D209) | Opinion (D180/D210) |
| Art 14.9 and recital 33** (accelerated review) | > D80 (receipt of AR within D81-D119) | D120 (unavailability of LoQ for adoption) | Receipt later than agreed/adopted TT of AR delivery | Opinion (D150) |
| QRD comments (Art 9, 10, 34, 35** and EMA Management Board decision on 29 September 2005) | Not applicable | Not applicable | > Opinion + D19 (comments received within D230-D235) | Opinion + D26 (D236) |

## Advanced Therapy Medicines

| Legal Basis | 1st phase | | 2nd phase | |
|---|---|---|---|---|
| Regulation (EC) No 1394/2007 | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| CAT certification | > D40 (receipt of report within D41-D59) | D60 (possible Opinion) | > D75 (receipt of evaluation report within D76-D89) | D90 |
| CAT Opinion | > D80 (receipt of report within D81-D119) | D120 | > D150 (receipt of JAR within D151-D179)<br><br>> D170 (receipt of LoOIs within D171-D199) | D200 CAT<br>D210 CHMP |
| CAT classification | > D15 (receipt of draft scientific recommendation within D16-D29) | D30 (draft recommendation) | D40 (receipt of LoQ within D41-D59) (draft recommendation) | D60 (final recommendation) |

## Orphan Medicines

| Legal Basis | 1st phase | | 2nd phase |
|---|---|---|---|
| Regulation (EC) No 141/2000 | Late receipt | Unacceptable delay | Unacceptable delay |
| Orphan designation | Receipt later than the day agreed at mailing to COMP and until D59 | D60 | D90 (COMP designation) |
| Review of designation criteria | Receipt later than the day agreed at mailing to COMP and until D59 | D60 | Not applicable |

## Paediatric Medicines

| Legal Basis Regulation (EC) No 1901/2006 | Late receipt | Unacceptable delay |
|---|---|---|
| Articles 7, 8, 30 | >D30 (receipt of AR within D31-D60) | D60 |
| Articles 45, 46 | Receipt later than the agreed/adopted deadline of receipt of AR and until D59 or D89 (in case of 2nd phase) | D60 or D90 (in case of 2nd phase) |
| Art 29 | Receipt later than the agreed/adopted deadline of receipt of AR and until D29 or D59 (in case of 2nd phase) | D30 or D60 (in case of 2nd phase) |

## Post-authorisation Procedures (medicines for human use)

| Legal Basis *Commission Regulation (EC) No 1085/2003 **Regulation (EC) No 726/2004 *** Directive 2001/83/EC | Late receipt | Unacceptable delay |
|---|---|---|
| Art 6* (type IIs) | Receipt later than the agreed/adopted deadline for receipt of AR and until adoption of LoQ/Opinion | Agreed TT for adoption of LoQ/Opinion |
| Art 5* (type IB) | Receipt later than the agreed/adopted deadline for receipt of AR and until adoption of Notification | Agreed TT for adoption of Notification |
| Art 14 (1-3), Art 14.7* (renewal, including the annual renewal for conditional approval) | Receipt later than the agreed/adopted deadline for receipt of AR and until LoQ/Opinion | Agreed TT for adoption of LoQ/Opinion |
| Art 14.8 **, Art 22*** (annual re-assessment) | Receipt later than the agreed/adopted deadline for receipt of AR and until LoQ/Opinion | Agreed TT for adoption of LoQ/Opinion |
| FUMs | Receipt later than the agreed/adopted deadline for receipt of AR and until LoQ/concluding the procedure | D60 or D90 (as per agreed TT for concluding the procedure) |
| Art 23b, 24b** (PSURs) | Receipt later than the agreed/adopted deadline for receipt of AR and until LoQ/concluding the procedure | D60 or D90 (as per agreed TT for concluding the procedure) |

| | | |
|---|---|---|
| QRD comments (Art 9, 10, 34, 35** and EMA Management Board decision on 29 September 2005) | > Opinion + D19 | Opinion + D26 |

| | 1st phase (by D120) | | 2nd phase (after D120) | |
|---|---|---|---|---|
| | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| Annex II of Commission Regulation (EC) No 1085/2003 (Line extension) | > D80 (receipt of AR within D81-D119) | D120 (unavailability of LoQs for adoption) | > D150 (JAR) (receipt of JAR within D151-D179)<br><br>> D180 (receipt of LoOIs within D181-D209) | Opinion (D180/D210) |

## Re-examination Procedures (medicines for human use)

| Legal Basis<br>*Directive 2001/83/EC<br>**Regulation (EC) No 726/2004<br>***Regulation (EC) No 141/2000 | Late receipt | Unacceptable delay |
|---|---|---|
| All procedures (Art 23.4 *, Art 62.1** | > D30 (receipt of Rapporteur(s) AR within D31-D45)<br><br>or > D45 (JAR) (receipt of JAR within D46-Opinion) | D60 (Opinion) |
| Art 5.7*** (Orphan designation) | | D30 (Opinion) |

## Plasma Master File Procedures

| Legal Basis<br>–<br>– Directive 2001/83/EC | Late receipt | Unacceptable delay |
|---|---|---|
| Initial PMF certification | Receipt later than the agreed/adopted deadline for receipt of ER and until adoption of LoQ/certificate | Agreed TT for adoption of LoQ/LoOIs/Certificate |
| 2nd step of PMF certification | Receipt later than the agreed/adopted deadline for receipt of ER | Receipt later than Notification due date |

## Herbal Medicinal Products Procedures

| Legal Basis | 1st phase | | 2nd phase | |
|---|---|---|---|---|
| – Directive 2001/83/EC | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| Community monographs and draft entries to the Community list | > D75 (after receipt of comments from Interested Parties) | > D90 | > D60 (after adoption by HMPC) | > D90 |

## Referral Procedures (medicines for human use)

| | 1st phase | | 2nd phase | |
|---|---|---|---|---|
| Legal Basis | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| Art 30, 31 (Directive 2001/83/EC) | > D20 (receipt of AR within D21-D29) | D30 (adoption of LoOIs or Opinion) | Receipt later than the day of the agreed delivery of JAR and until D59 (Opinion) or D149 (Opinion in case of extended TT) | Opinion (D60 or extended to D150) |

| | | | | |
|---|---|---|---|---|
| Articles 29, 36, 6(12), 6(13) (Directive 2001/83/EC)<br><br>Art 5.11 (Regulation (EC) 1084/2003) | > D20 (receipt of AR within D21-D29) | D30 (adoption of LoOIs or Opinion) | Receipt later than the day of the agreed delivery of JAR and until D59 | Opinion (D60) |
| Art 107 (Directive 2001/83/EC) | Receipt later than the day of the agreed delivery of AR and until adoption of LoQs or Opinion | Agreed TT for adoption of LoQs or Opinion | Receipt later than the day of the agreed delivery of AR and until adoption of the Opinion | Agreed TT for adoption of Opinion |
| Articles 16c(1), 16c(4) (Directive 2001/83/EC) | > D20 (receipt of AR within D21-D29) | D30 (adoption of LoOIs or Opinion) | Receipt later than the day of the agreed delivery of JAR and until D59 | Opinion (D60) |

| Legal Basis | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
|---|---|---|---|---|
| Art 5.3 (Regulation (EC) No 726/2004) | Receipt later than the day of the agreed delivery of AR and until adoption of LoQs or Opinion | Agreed TT for adoption of LoQs or Opinion | Receipt later than the day of the agreed delivery of AR and until adoption of the Opinion | Agreed TT for adoption of Opinion |

| Legal Basis | Late receipt | Unacceptable delay |
|---|---|---|
| Art 20 (Regulation (EC) No 726/2004) | Receipt later than the day of the agreed delivery of AR and until adoption of LoQs or Opinion | Agreed TT for adoption of LoQs or Opinion |

## Maximum Residue Limits

| Legal basis | 1st phase (by D120) | | 2nd phase (after D120) | |
|---|---|---|---|---|
| Regulation (EC) No 470/2009 | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| Art 3<br><br>Art 9 (request from the European Commission or Member State) | > D70 (receipt of Rapporteur AR within D71 - 90)<br><br>> D85 (receipt of Co-Rapporteur AR within D86-119) | D120 (unavailability of LoQ for adoption) | > D160 (receipt of revised Rapporteur AR within D160-D169)<br><br>> D170 (receipt of revised Co-Rapporteur AR within D171-D179) | Opinion (D210) |
| Art 15 (accelerated procedure) | > D45 (Receipt of Rapporteur AR within D46-59)<br><br>> D60 (Receipt of Co-Rapporteur AR within D61-89) | D90 (unavailability of LoQ for adoption) | > D98 (receipt of revised Rapporteur AR within D99 -111)<br><br>> D112 (receipt of revised Co-Rapporteur AR within D113-119) | Opinion (D120) |
| Assessment following provisional MRLs | > D45 (receipt of Rapporteur AR within D45-D60)<br><br>> D60 (receipt of Co-Rapporteur AR within D61-89) | D90 Opinion | Not applicable | |
| Art 8 (re-examination) | > D25 (receipt of Rapporteur AR within D25-D30)<br><br>> D30 (receipt of Co-Rapporteur AR within D31-D59) | D60 Opinion | Not applicable | |

## Pre-authorisation Procedures (medicines for veterinary use)

| Legal basis | 1st phase (by D120) | | 2nd phase (after D120) | |
|---|---|---|---|---|
| * Directive 2001/82/EC<br>**Regulation (EC) No 726/2004 | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| • Art 12.3* (full application)<br>• Art 13.1* (generics)<br>• Art 13.3* (hybrids)<br>• Art 13.4 (biosimilars) | > D70 (receipt of Rapporteur AR within D71 - 90)<br><br>(receipt of Co-Rapporteur AR within D86-119)<br><br>> D70 (receipt of Rapporteur AR within D71 - 90)<br><br>(receipt of Co-Rapporteur AR within D86-119) | D120 (unavailability of LoQ for adoption) | > D170 (receipt of revised AR within D160-D170)<br><br>> D190 (receipt of AR after LoOIs within D188-D190) | Opinion (D180/D210) |
| Art 39.8 and recital 33** (accelerated review) | > D50 (receipt of Rapporteur AR within D51- 59)<br><br>> D60 (receipt of Co-Rapporteur AR within D61- 89) | D90 (unavailability of LoQ for adoption) | Receipt later than agreed/adopted TT of AR delivery | D150 (Opinion) |
| QRD comments (Art 9, 10, 34, 35** and EMA Management Board decision on 29 September 2005) | Not applicable | Not applicable | > Opinion + D19 (comments received within D230-D235) | Opinion + D26 (D236) |

## Post-Authorisation Procedure (medicines for veterinary use)

| Legal Basis<br>*Commission Regulation (EC) No 1085/2003<br>**Regulation (EC) No 726/2004<br>*** Directive 2001/82/EC | Late receipt | Unacceptable delay |
|---|---|---|
| Art 6* (type IIs) | Receipt later than the agreed/adopted deadline for receipt of AR and until Opinion | Opinion |

| | | |
|---|---|---|
| Art 5* (type IB) | Receipt later than the agreed/adopted deadline for receipt of AR and until Opinion | Opinion |
| Art 39 (1-3) (renewal, including the annual renewal) | Receipt later than the agreed/adopted deadline for receipt of AR and until Opinion | Opinion |
| Art 39.7 **, Art 26*** (annual re-assessment) | Receipt later than the agreed/adopted deadline for receipt of AR and until Opinion | Opinion |
| FUMs | Receipt later than the agreed/adopted deadline for receipt of AR and until Opinion | D60 or D90 (as per agreed TT for conclusion of procedure) |
| Art 48(b), 49(3), 49(5) (PSURs) | Receipt later than the agreed/adopted deadline for receipt of AR and until Opinion | Exceeding the agreed TT for conclusion of procedure) |
| QRD comments (Art 9, 10, 34, 35** and EMA Management Board decision on 29 September 2005) | > Opinion + D19 | Opinion + D26 |

| | 1st phase (by D120) | | 2nd phase (after D120) | |
|---|---|---|---|---|
| | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| Annex II of Commission Regulation (EC) No 1085/2003 (Line extension) | > D70 (receipt of Rapporteur AR within D71 - 90)<br><br>(receipt of Co-Rapporteur AR within D86-119)<br><br>> D70 (receipt of Rapporteur AR within D71 - 90)<br><br>(receipt of Co-Rapporteur AR within D86-119) | D120 (unavailability of LoQ for adoption) | > D170 (receipt of revised AR within D160-D170)<br><br>> D190 (receipt of AR after LoOIs within D188-D190) | Opinion (D180/D210) |

## Re-examination Procedures (medicines for veterinary use)

| Legal Basis (Directive 2001/82/EC*) | Late receipt | Unacceptable delay |
|---|---|---|
| All procedures (Art 34.2 of Directive) | > D30 (Receipt of Rapporteur(s) AR within D31-D45)<br><br>or > D45 (JAR) (Receipt of JAR within D46-Opinion) | D60 Opinion |

## Referral Procedures (medicines for veterinary use)

| | 1st phase | | 2nd phase | |
|---|---|---|---|---|
| **Legal Basis** | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
| Art 34, 35 (Directive 2001/82/EC) | > D20 (receipt of AR within D21-D29) | D30 (adoption of LoOIs or Opinion) | Receipt later than the day of the agreed delivery of JAR and until D59 (Opinion) or D149 (Opinion in case of extended TT) | Opinion (D60 or extended to D150) |
| Articles 33, 39, 40 (Directive 2001/82/EC)<br><br>Art 5.11, 6(12), 6(13) (Regulation (EC) 1084/2003) | > D20 (receipt of AR within D21-D29) | D30 (adoption of LoOIs or Opinion) | Receipt later than the day of the agreed delivery of JAR and until D59 | Opinion (D60) |
| Art 78 (Directive 2001/82/EC) | Receipt later than the day of the agreed delivery of the AR and until adoption of LoQs or Opinion | Agreed TT for adoption of LoQs or Opinion | Receipt later than the day of the agreed delivery of AR and until adoption of the Opinion | Agreed TT for adoption of Opinion |

| Legal Basis | Late receipt | Unacceptable delay | Late receipt | Unacceptable delay |
|---|---|---|---|---|
| Art 30.3 (Regulation (EC) No 726/2004) | Receipt later than the day of the agreed delivery of AR and until adoption of LoQs or opinion | Agreed TT for adoption of LoQs or Opinion | Receipt later than the day of the agreed delivery of AR and until adoption of the opinion | Agreed TT for adoption of Opinion |

| Legal Basis | Late receipt | Unacceptable delay |
|---|---|---|
| Art 45<br>(Regulation (EC) No 726/2004) | Receipt later than the day of the agreed delivery of AR and until adoption of LoQs or Opinion | Agreed TT for adoption of LoQs or Opinion |

## Inspections (medicines for human and veterinary use)

### Pre-authorisation inspections and inspections triggered by variations/line extensions

| Legal Basis<br>Regulation (EC) No 726/2004 | Late receipt | Unacceptable delay |
|---|---|---|
| GLP/GCP/GMP/PMF/CAT site visit | Report received after agreed timetable according to request adopted by the relevant Committee | Inspection report not available in time for Opinion |

### Post-authorisation GMP inspections

| Legal Basis<br>- Commission Directive 2003/94/EC<br>- Directive 2001/83/EC<br>- Directive 2001/82/EC | Late receipt | Unacceptable delay |
|---|---|---|
| GMP re-inspection | GMP certificate or non-compliance statement not issued within 90 days of inspection | Inspection not started within inspection intervals defined in the Compilation of Community Procedures |

### PMF re-inspections

| Legal Basis<br>Directive 2002/98/EC | Late receipt | Unacceptable delay |
|---|---|---|
| PMF re-inspection | Report received after agreed timetable according to request adopted by the relevant Committee | Inspection not started within inspection intervals defined in Directive 2002/98/EC or according to SOP |

### PhV inspections

| Legal Basis<br>Regulation (EC) No 726/2004 | Late receipt | Unacceptable delay |
|---|---|---|
| PhV inspection | Report received after agreed timetable according to SOP | Report received after a requested and agreed extension of deadline |

**Quality defects**

| Legal Basis<br>- Directive 2001/83/EC<br>- Directive 2001/82/EC | Late receipt | Unacceptable delay |
|---|---|---|
| Suspected quality defect | Requested feedback from Rapporteur and/or Supervisory Authority not received within specified deadline | Requested feedback from Rapporteur and/or Supervisory Authority not received > 5 days after specified deadline |
| Confirmed quality defect | Rapid Alert issued > 24 hours after decision to issue | Rapid Alert for Class 1 defect issued > 24 hours after decision and > 72 hours for other defects |

## List of Abbreviations

| | |
|---|---|
| AR | Assessment Report |
| CAT | Committee for Advanced Therapies |
| CHMP | Committee for Human Medicinal Products |
| COMP | Committee for Orphan Medicines |
| D | Day |
| ER | Evaluation Report |
| FUMs | Follow-up Measures |
| GCP/GLP/GMP | Good Clinical / Good Laboratory / Good Manufacturing Practice |
| HMPC | Herbal Medicinal Products Committee |
| JAR | Joint Assessment Report |
| LoOIs | List of Outstanding Issues |
| LoQs | List of Questions |
| MA | Marketing Authorisation |
| MRLs | Maximum Residue Limits |
| PMF | Plasma Master File |
| PSURs | Periodic Safety Update Reports |
| QRD | Quality Review of Documents |
| SOP | Standard Operating Procedure |
| TT | Time Table |

EUROPEAN MEDICINES AGENCY
SCIENCE MEDICINES HEALTH

30 August 2010
EMA/150487/2010

# Memorandum of Understanding between the European Medicines Agency and the National Competent Authorities of the Member States on the monitoring of the scientific level and independence of the evaluation carried out by the National Competent Authorities for services to be provided to the Agency

## Preamble

**Whereas** Regulation (EC) No 726/2004 of the European Parliament and of the Council of 31 March 2004 "laying down Community procedures for the authorisation and supervision of medicinal products for human and veterinary use and establishing a European Medicines Agency" states that: "Members of the committees and experts responsible for evaluating medicinal products shall rely on the scientific evaluation and resources available to national marketing authorisation bodies. Each competent national authority shall monitor the scientific level and independence of the evaluation carried out..." (Article 61.6);

**Whereas** Regulation (EC) No 726/2004 also stipulates that: "Member States shall transmit to the Agency the names of national experts with proven experience in the evaluation of medicinal products who would be available to serve on working parties or scientific advisory groups of the Committee for Medicinal Products for Human Use, the Committee on Herbal Medicinal Products or the Committee for Medicinal Products for Veterinary Use, together with an indication of their qualifications and specific areas of expertise.

The Agency shall keep an up-to-date list of accredited experts. The list shall include the experts referred to in the first subparagraph and other experts appointed directly by the Agency. The list shall be updated" (Article 62.2);

**Whereas** Regulation (EC) No 726/2004 further adds that: "Members of the Management Board, members of the committees, rapporteurs and experts shall not have financial or other interests in the pharmaceutical industry which could affect their impartiality. They shall undertake to act in the public interest and in an independent manner, and shall make an annual declaration of their financial interests. All indirect interests which could relate to this industry shall be entered in a register held by the Agency which is accessible to the public, on request, at the Agency's offices.

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An agency of the European Union

The Agency's code of conduct shall provide for the implementation of this Article with particular reference to the acceptance of gifts.

Members of the Management Board, members of the committees, rapporteurs and experts who participate in meetings or working groups of the Agency shall declare, at each meeting, any specific interests which could be considered to be prejudicial to their independence with respect to the items on the agenda. These declarations shall be made available to the public" (Article 63.2);

**Whereas** Directive 2001/83/EC of the European Parliament and of the Council of 6 November 2001 on the Community Code relating to medicinal products for human use stipulates that: "In order to guarantee independence and transparency, the Member States shall ensure that members of staff of the competent authority responsible for granting authorisations, rapporteurs and experts concerned with the authorisation and surveillance of medicinal products have no financial or other interests in the pharmaceutical industry which could affect their impartiality. These persons shall make an annual declaration of their financial interests"; (Article 126b)

**Whereas** a Cooperation Agreement between the European Medicines Agency and the National Competent Authorities for the provision of services by the National Competent Authorities to the Agency has been signed further to the endorsement by the Heads of Medicines Agencies at their October 2009 meeting and adoption by the European Medicines Agency's Management Board on 8 January 2010 following a written procedure;

**Whereas** Article 9.2 of the Cooperation Agreement states the following: "The Party shall perform the Services to the highest professional standards with reasonable skill and care. The Party shall have sole responsibility for ensuring the availability of the scientific evaluation and resources required for the fulfilment of the Party's obligations under the Agreement. The Party shall monitor the scientific level and independence of the evaluations carried out for the delivery of the Services. The Party shall have sole responsibility for handling conflicts of interest of the Party's staff and other persons engaged by the Party to provide the Services in line with a Memorandum of Understanding between the parties, to be adopted by the Management Board";

**Recognizing** the need to promote further cooperation within the EU Regulatory Network between the National Competent Authorities of the Member States in order to improve harmonisation on the handling of conflicts of interests;

**Recognizing** the need to identify how to better implement the aforesaid Cooperation Agreement, the European Medicines Agency and the concerned National Competent Authorities have agreed as follows:

## 1. Nomination of experts

The National Competent Authorities shall submit to the Agency a list of experts with proven experience in the evaluation of medicinal products in order to serve on Working Parties (WPs) or Scientific Advisory Groups (SAGs), or to act as additional experts to the Agency's Scientific Committees, WPs or SAGs.

Each National Competent Authority shall appoint a contact person, responsible for processing the National Competent Authority's nominations of experts.

National Competent Authorities shall ensure, in close collaboration with the nominated person, that the necessary documents (i.e. the Nomination form, the Public Declaration of Interests and Confidentiality Undertaking form, and the Curriculum Vitae), duly completed and signed, have been made available to the aforementioned designated national contact point.

National Competent Authorities shall additionally be responsible for:

- Overseeing that the designated national contact point has electronically uploaded the Nomination form in the Agency's Experts' database and has provided the Agency with all original paper documents, duly completed and signed, prior to involvement of the expert in any activities at the level of the Agency[1].
- Ensuring that the Member State's list of experts is reviewed on an annual basis in order to allow for the availability of an up-to-date inventory of the available scientific expertise for all aspects of medicines regulation, and that the Agency is informed of any changes on an annual basis and is provided with the relevant documents as described above.
- Ensuring that all experts included in the Agency's Experts' database which have been nominated by the National Competent Authority provide on an annual basis an updated Public Declaration of Interests and Confidentiality Undertaking form and overseeing that the designated national contact point provides the Agency with such updated document as per the process described above.
- Promptly informing the Agency of any expert under judiciary investigation and removing such expert from the Agency's Experts database without delay.

## 2. Monitoring of the independence of the evaluation

The National Competent Authorities shall be responsible for:

- Putting in place and maintaining a documented system ensuring that the National Competent Authorities' experts/Staff participating in the (evaluation) work (with respect to the authorisation and surveillance of medicinal products) at national level for services provided to the Agency, including experts appointed to the (Co)-Rapporteurs' teams, have no financial or other interests in the pharmaceutical industry which could affect their impartiality.
- Ensuring that any request by the European Court of Auditors and/or the European Anti Fraud Office to access, inspect and/or audit the records on the handling of conflicts of interests can be accommodated within a reasonable timeframe.

## 3. European Medicines Agency's responsibilities

The Agency shall be responsible for:

[1] Involvement in any activities a the level of the Agency refers to any (evaluation) work undertaken by the Agency's Scientific Committees, WPs and SAGs chairpersons, members and (where relevant) alternates, and any experts participating in the work of the Scientific Committees, WPs and SAGs. This also includes development of guidance as well as meeting attendance. It does not relate to the (evaluation) work undertaken at national level by experts and/or Staff for services provided to the Agency.

- Establishing an Experts' database, hereby ensuring that the database is fully accessible to the designated national contact points in order to allow the National Competent Authorities to assume their aforementioned responsibilities.
- Confirming the inclusion of the experts in the Agency's Experts' database upon receipt of the aforementioned original paper documents duly completed and signed.
- Publishing the list of experts on the Agency's website.
- Publishing the Public Declaration of Interests and Confidentiality Undertaking forms of the Agency's Scientific Committees, WPs and SAGs chairpersons, members and (where relevant) alternates on the Agency's website.
- Ensuring that all requests for access to information / access to documents (i.e. the Nomination form, the Public Declaration of Interests and Confidentiality Undertaking form and the Curriculum Vitae) for experts involved in any activities at the level of the Agency are dealt with in accordance with the applicable procedures. It should be noted that this does not apply to requests relating to experts appointed to the Rapporteurs' teams, as well as any other experts/Staff participating in the (evaluation) work (with respect to the authorisation and surveillance of medicinal products) at national level for services provided to the Agency since the handling of such requests is the sole responsibility of the National Competent Authorities.
- Ensuring that the requirements of data protection are adhered to when providing access to the aforementioned documents.

## 4. Date of entry into force, termination, review, renewal and amendments

The Memorandum of Understanding shall become effective on the date on which it is signed by the last party.

The duration of this Memorandum of Understanding is linked to the duration of the Cooperation Agreement between the European Medicines Agency and the National Competent Authorities for the provision of services by the National Competent Authorities to the Agency as identified in the Preamble.

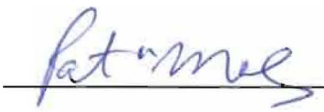
This Memorandum of Understanding may only be amended in writing by mutual consent of the Parties.

## 5. Signatures

For the Party,

Mr Pat O'Mahony

Chief Executive Officer

signature[s]: 

Done at Dublin, date 01/12/10

For the Agency,

Thomas Lönngren

Executive Director

signature: 

Done at London, date 22/11 10

In duplicate in English.