



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL INFORMATICS

Directorate R - Resources Management and Optimisation (RMO)  
DIGIT R4 – Budget and Finance  
Head of Unit

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**NOTE TO MS RODICA MANDROC  
AGENCY FOR THE COOPERATION OF  
ENERGY REGULATORS (ACER)**

**Subject: Signature of Service Level Agreement CERT-EU-019 between DG DIGIT and ACER**

Please find enclosed two original examples of the above-mentioned amendment to Memorandum of Understanding (MoU) duly signed on behalf of DIGIT.

We kindly ask you to circulate both original documents for signature in your Service and return one original document to the DIGIT R4 secretariat (B-28 06/46).

Moreover we would like to inform you that, when the document is signed and return to DIGIT, we will proceed to the recovery of the funds.

Please confirm by e-mail to the functional mailbox: DIGIT-R4-MOU@ec.europa.eu), within 10 days of the date of this note, that you agree to the issue of the debit note, at the same time providing the name of the contact person to whom the debit note should be sent.



Paul DETILLEUX

Enc: 2 originals of CERT-EU-019 between DG DIGIT and ACER including annex

Copy: A. Kaltsogiannis, CERT-EU, Digit MoU





**SERVICE-LEVEL AGREEMENT  
CERT-EU-019**

**between**

**THE DIRECTORATE-GENERAL FOR INFORMATICS OF THE  
EUROPEAN COMMISSION**

**and**

**ACER – Agency for the Cooperation of Energy Regulators**

The Directorate-General for Informatics of the European Commission (hereinafter referred to as “DIGIT”, represented by Mr S. Quest, Director General,

acting also on behalf of the EU Computer Emergency Response Team (hereinafter referred to as “CERT-EU”) as laid down in Commission Decision of 11 September 2012,

**and**

The Agency for the Cooperation of Energy Regulators (hereinafter referred to as “the Agency”), represented by Ms Olga Borissova, Head of Administration

together also referred to as the “parties”,

Have agreed as follows:

## **1. PREAMBLE**

- 1.1.** On 27 September 2012, the CERT-EU Steering Board approved the principle of co-operation and a service level agreement between CERT-EU and its constituents.
- 1.2.** The collaboration between CERT-EU and the Agency shall be governed by the terms of the following agreement, which defines the nature, the scope and the administrative and financial terms governing the collaboration between the CERT-EU and the Agency.
- 1.3.** CERT-EU and the Agency undertake to implement this agreement in a spirit of close cooperation. Information to ensure smooth collaboration and sound reporting for budgetary purposes shall be communicated between the CERT-EU and the Agency in a timely fashion.
- 1.4.** CERT-EU and the Agency shall inform their staff in a timely and comprehensive manner about the provision of the services described within the present agreement and its annexes, which form part of this agreement.

## **2. SUBJECT**

- 2.1.** CERT-EU will provide the services described in Annex 1.
- 2.2.** Additional services may be provided by CERT-EU if agreed upon between the parties and subject to a prior official note, describing the services, prices and conditions of supply. The official note shall be sent by CERT-EU to the Agency for acceptance.

## **3. DURATION AND MODIFICATION**

- 3.1.** This agreement is concluded for the period of one (1) year starting on the 30<sup>th</sup> of December 2014.

This agreement shall be renewed automatically once, for the same duration, unless either party notifies the other of its intention to terminate the agreement at the latest one (1) month before its natural termination.

- 3.2.** Subject to the provisions in Articles 4(1) and 7, this agreement may only be amended in writing.

In particular, the revision of amounts mentioned in Article 5 will require an amendment to this agreement.

## **4. GOVERNANCE**

### **4.1. Notification of errors**

- 4.1.1. The Agency shall notify errors and/or anomalies concerning the services provided under this agreement to CERT-EU's coordinating contact person designated pursuant to Article 7(1).
- 4.1.2. In reply to this notification the coordinating contact person or, in agreement with the latter, the sectoral contact person, shall indicate the reason for the error or anomaly as well as the proposed solution and the date by which this solution will be implemented. If this information cannot be provided within ten (10) working days, the Agency will be kept informed about the measures taken.
- 4.1.3. Errors detected in the Annex 1 may be rectified by exchange of notes between the parties.

### **4.2. Limitation of damage and liability**

- 4.2.1. If the implementation of this agreement causes, or threatens to cause, damage to assets held by the Agency or to the interests of a third party, CERT-EU and the Agency shall keep each other informed and take any necessary measures to limit the damage.
- 4.2.2. If a third party invokes CERT-EU's liability or that of the Agency, the Agency will be informed immediately. CERT-EU and the Agency shall consult each other and agree on any action to be taken.

### **4.3. Reporting**

- 4.3.1. CERT-EU will report to the Agency on the use of the previous year's budgetary resources made available under Article 5. This report will provide a breakdown by category of expenditure (IS support, external staff, missions, external training, etc.).

### **4.4. Meeting of coordinating contact person**

The coordinating contact persons designated in Article 7(1) meet as needed. Should it be necessary, they will propose any required changes to the agreement or its Annexes, to DIGIT and the Agency.

#### **4.5. Settlement of disputes**

4.5.1 Any dispute arising out of or in connection with this agreement shall be solved in an amicable manner.

4.5.2 Where an amicable agreement cannot be reached, the dispute shall be referred to a mediator or arbitration for resolution as follows:

- The parties shall jointly designate a mediator, who will try to resolve the dispute as soon as possible and in the best terms for both parties; or
- In accordance with Article 272 of the Treaty on the Functioning of the European Union, the Court of Justice of the European Union shall have jurisdiction to give judgment on disputes concerning the interpretation or application of the present Agreement.

#### **4.6. Termination or reduction of services**

If the Agency wishes CERT-EU to terminate or reduce the provision of certain services, it shall notify its request to CERT-EU at the latest one (1) month before the requested change is to take effect, without prejudice to the application of Article 3 above. The specific details of the requested change, including its budgetary consequences, shall be agreed upon in an exchange of notes between the parties.

### **5. BUDGETARY RESOURCES**

5.1. For the provision of services under Article 2(1) above, the Agency will make available to CERT-EU a lump sum amount of 20.000,00 (twenty thousands/00) Euro corresponding to the contribution of the Agency to the functioning of CERT-EU. This contribution will cover support for staff and associated expenses (missions, training, etc.) and/or products and services provided by CERT-EU.

5.2. CERT-EU shall inform the Agency annually on the value of the services to be provided by means of a pre-information notice for the amount to be billed. The pre-information notice shall be sent to the Agency as soon as possible and at the latest there (3) months before the start of any renewal period. The amount shall be considered as agreed by the Agency unless a notification is made by the Agency within the fifteen (15) days following the receipt of the pre-information notice.

## 6. FUNDING MODALITIES

### *Recovery Order*

- 6.1. On signature of the agreement, DIGIT will issue a debit note addressed to the Agency, for the provision of services under Article 2(1) for the year 2015.

Thereafter, a debit note will be issued for an amount corresponding to the amount of the pre-information notice referred to in Article 5(2).

- 6.2. The debit note will mention the reference of this agreement.

The Agency will reimburse DIGIT within thirty (30) days following the acceptance of the debit note, mentioning the reference of this agreement and of the debit note in its payment order.

Payments shall be denominated in Euro and transferred to the European Commission's bank account indicated in the debit note.

## 7. CONTACT PERSONS

### 7.1. Coordinating contact persons

The coordinating contact persons for all questions related to this agreement are:

- Freddy DEZEURE for CERT-EU  
CERT-EU - Rue Montoyer, 34 - 1049 Bruxelles, Phone: +3222990005
- Olga BORISSOVA for the Agency  
Trg republike 3 – 1000 Ljubljana – Slovenia  
T: +386 (0)8 2053 402 – Fax: +386 (0)8 2053 413

Any modification to the coordinating contact persons will be communicated by official note addressed by the relevant signatory of the agreement to the other.

### 7.2. Sectoral contact persons

For DIGIT

- Operational issues F. DEZEURE (DIGIT 02)
- Administrative and billing issues DIGIT R4 (B-28 06/46)  
DIGIT MoU@ec.europa.eu

For the Agency

- Operational issues Alexandros KALTSOGIANNIS  
Trg republike 3 – 1000 Ljubljana – Slovenia  
T: +386 (0)8 2053 391 – Fax: +386 (0)8 2053 413

- Financial issues Rodica MANDROC  
Trg republike 3 – 1000 Ljubljana – Slovenia  
T: +386 (0)8 2053 401 – Fax: +386 (0)8 2053 413

The sectoral contact persons shall work in close coordination with the coordinating contact persons.

Any modification to the sectoral contact persons will be notified to the other contact persons by e-mail.

For the Directorate-General for Informatics of the European Commission	For the Agency
 Mr S. Quest Director General	 Ms Olga Borissova Head of Administration

Date: 12.12. 2014

Date: 18 -12- 2014

