

**Multilateral Cooperation Agreement**  
between  
**the National Safety Authorities of**  
**the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania**  
and  
**the European Union Agency for Railways**

**Tarbijakaitse ja Tehnilise Järelevalve Amet** being the National Safety Authority of the Republic of Estonia (hereinafter referred to as "the NSA EE") having its seat at Endla 10a, Tallinn 10142, Estonia represented for the purposes of the signature of this Multilateral Cooperation Agreement by Kaur KAJAK, Director General,

**Valsts dzelzceļa tehniskā inspekcija** being the National Safety Authority of the Republic of Latvia (hereinafter referred to as "the NSA LV") having its seat at Riepiņķu iela 2, Rīga LV-1050 Latvia, represented for the purposes of the signature of this Multilateral Cooperation Agreement by Andris DUNSKIS, Director,

**Lietuvos transporto saugos administracija** being the National Safety Authority of the Republic of Lithuania (hereinafter referred to as "the NSA LT") having its seat at Švitrigailos g. 42, 03209 Vilnius, Lithuania, represented for the purposes of the signature of this Multilateral Cooperation Agreement by Genius LUKOŠIUS, Director,

**The European Union Agency for Railways**, an Agency of the European Union (hereinafter referred to as "the Agency"), having its seat at 120 rue Marc Lefrancq BP 20392 FR-59307 Valenciennes Cedex, France, represented for the purposes of the signature of this Multilateral Cooperation Agreement by Dr. Josef DOPPELBAUER, Executive Director,

Hereinafter referred to collectively as "the Parties" and individually as "a Party",

HAVE AGREED:

**Article 1 – Purpose of this Agreement**

1. This Agreement defines:

- a) the conditions under which a vehicle authorisation (VA) and vehicle type authorisation (VtA) issued in one of the concerned Member States is also valid for the other concerned Member States, and,
- b) the conditions to facilitate the extension of the area of operation of single safety certificates (SSC) in the concerned Member States.

2. This Agreement applies without prejudice to the Cooperation Agreements under Article 76(1) of the Regulation (EU) 2016/796 bilaterally concluded between respectively the Agency and NSA EE, the Agency and NSA LV and the Agency and NSA LT.

#### **Article 2 – Scope of this Agreement for Vehicle Type Authorisation and Vehicle Authorisation for Placing on the Market**

1. This Agreement shall apply in case of:

- a) first authorisation with an area of use of more than one of the concerned Member States,
- b) extension of area of use limited to the concerned Member States,
- c) new authorisation with an area of use of more than one of the concerned Member States,
- d) renewal of authorisation with an area of use of more than one of the concerned Member States when requested by national rules,

2. In case of application for pre-engagement for authorisation, the NSAs concerned may agree on distribution of tasks for the assessment of the pre-engagement file (with exception of assessment of the list of the rules and requirements identified by the applicant in accordance with Article 23(1g) of the Implementing Regulation (EU) 2018/545 as well as the signature of the opinion issued through the one-stop shop on the approach proposed by the applicant in the pre-engagement application in accordance with Article 24(2 & 5) of the Implementing Regulation (EU) 2018/545).

#### **Article 3 – Scope of this Agreement for Single Safety Certification**

This Agreement shall apply in the case of:

- a) a new single safety certificate, or
- b) the update of a single safety certificate or of an existing safety certificate Part A and/or Part B (issued in accordance with Directive 2004/49/EC) or
- c) the renewal of a single safety certificate or of an existing safety certificate Part A and Part B (issued in accordance with Directive 2004/49/EC)
- d) pre-engagement for certification cases in a), b) and c)

when the intended area of operation includes more than one of the concerned Member States.

#### **Article 4 – Definitions**

1. The definitions used in the Directive (EU) 2016/797, Directive (EU) 2016/798, the Commission Implementing Regulation (EU) 2018/545 and the Commission Implementing Regulation (EU) 2018/763 have the same meaning for the purpose of this Agreement.

2. In addition the following definitions apply:

a) **“concerned Member States”** – Member States of the European Union as referred to in Article 21(15) of the Directive (EU) 2016/797 and in Article 11(3) of the Directive (EU) 2016/798;

b) **“NSA in charge”** is the NSA of the area of use or area of operation, identified in accordance with Article 6 of this Agreement, which will assess the part of the application covered by national rules which are classified in accordance



with Directive (EU) 2016/797 (VA) as defined in Article 9 of this Agreement and/or national requirements which are mutually accepted (SSC) in the concerned Member States as defined in Article 10 of this Agreement;

c) **"Contributing NSA"** is an NSA of the area of use or area of operation which will assess the part of the application covered by its national rules which are not classified in accordance with Directive (EU) 2016/797 (VA) and/or national requirements which are not mutually accepted (SSC) in the concerned Member States;

d) **"Involved NSA"** is an NSA of the area of use or area of operation in an application where all its applicable national rules are classified in accordance with Directive (EU) 2016/797 (VA) and/or all applicable national requirements are mutually accepted (SSC) in the concerned Member State; therefore the involved NSA does not have to assess the application;

e) **"RDD"** is the "Reference Document Database" established by Decision 2011/155/EU used for notification and classification of national rules pending that the IT system referred to by Article 27 of Regulation (EU) 2016/796 is available

f) **"List of mutually accepted requirements for SSC"** – a list maintained by the Parties under Article 10 of this Agreement containing mutually accepted national requirements defined in national rules notified in accordance with Directive (EU) 2016/798, with a view to facilitate the extension of area of operation of single safety certificates in the Member States concerned.

#### **Article 5 – Language for communication between national safety authorities of concerned Member States**

For communications during the processing of applications for authorisation and certification, English or a commonly agreed language shall be used between the Parties.

#### **Article 6 – Identification of NSA in charge**

1. When the intended area of use or the intended area of operation includes the concerned Member State where according to its application form the applicant is established, the NSA of that Member State shall be the NSA in charge.

2. In case the applicant is not established in one of the concerned Member States, the NSA with the language chosen by the applicant for its application form shall be the NSA in charge when the language is Estonian, Latvian or Lithuanian.

3. In case the criteria in points 1 and 2 do not allow identifying the NSA in charge, the NSAs concerned for the area of use or for the area of operation shall jointly agree on establishing the NSA in charge within 5 working days from the submission of the application and inform the Agency accordingly. If the latter agreement is not reached within the deadline as indicated above, the NSAs of the Member States concerned each perform its assessment in accordance with the applicable legislation and the cooperation agreements bilaterally concluded between respectively the Agency and NSA EE, the Agency and NSA LV and the Agency and NSA LT.

#### **Article 7 – Coordination**

1. Without prejudice to Article 37 of the Commission Implementing Regulation (EU) 2018/545 and to Article 11 of the Commission Implementing Regulation (EU) 2018/763:



- a) only the NSA in charge shall participate to the coordination organised by the Agency when all the national rules are classified in accordance with Directive (EU) 2016/797 relevant to the application (VA) / when all national requirements relevant to the application are mutually accepted by the NSAs of the area of operations (SSC),
  - b) contributing NSA shall participate to the coordination organised by the Agency only when national rules (VA) or national requirements (SSC) of its Member State are concerned.
2. NSA involved has the right to participate in the coordination at its own cost and expense.

#### **Article 8 – Division of tasks**

1. The NSA in charge shall assess the application against national rules classified in accordance with Directive (EU) 2016/797 (VA) or against the mutually accepted national requirements (SSC) on the date of the submission of the application.
2. The contributing NSA shall assess the application against its national rules which are not classified in accordance with Directive (EU) 2016/797 (VA) or against the national requirements which are not mutually accepted (SSC) on the date of the submission of the application.
3. A report identifying the classification of applicable national rules (VA) or the applicable mutually accepted national requirements (SSC) as well as the envisaged assignment of tasks amongst the NSAs concerned shall be provided in the one-stop shop (OSS) by the NSA in charge within 10 working days from the submission of the application.
4. If the report mentioned in point 3 has been prepared and agreed between the NSAs and the Agency during the pre-engagement, the NSA in charge will only check that the list of applicable national rules (VA) / applicable national requirements (SSC) correspond to the list agreed during the pre-engagement.

#### **Article 9 – Classified national rules for vehicle authorisation**

1. This Agreement relies on the national rules for vehicle authorisation classified in accordance with Directive (EU) 2016/797 on the date of the submission of the application in the relevant database.
2. Until the Single Rules Database (SRD) envisaged in Art. 27(3) of Regulation (EU) 2016/796 is operational, the national rules and their classifications contained in the Reference Documents Database (RDD) will be used.

#### **Article 10 – Mutually accepted national requirements for single safety certification**

1. This Agreement relies on the acceptance of the national requirements defined in national rules notified in accordance with Directive (EU) 2016/798.
2. The Parties shall cooperate to maintain the list of the mutually accepted national requirements .
3. The classification of mutually accepted national requirements is the full responsibility of the NSA of the concerned Member States.

#### **Article 11 – Amendments, changes and renegotiations**

1. Should either Party see a need to change this Agreement or a part of it, it may at any time submit to the other Parties a detailed request for a change.

2. Until the proposed change is assessed and put in place in accordance with this provision, the Parties shall, unless otherwise agreed in writing, continue to apply this Agreement as if the request had not been made.
3. Amendments to this Agreement shall be mutually agreed in writing in a common document and signed by the Parties.
4. This Agreement shall be amended to take account of any changes in the EU legislation affecting the cooperation between the Parties.

#### **Article 12 – Amicable settlement of disagreements and disputes**

1. The Parties shall always try to settle amicably any disputes between them about matters arising under this Agreement considering however the time-limits set forth in Implementing Regulation (EU) 2018/867 and other applicable legislation.
2. Disputes that cannot be settled shall be presented to the Executive Director of the Agency and the executive managers of the NSAs, or their respective authorised representatives, who will make their best efforts to reach an amicable settlement by the appropriate deadline.
3. The Parties shall formally discuss all issues concerning the dispute at hand and any action agreed shall be documented and signed by each Party.
4. During the discussions to reach an amicable settlement, the parties shall continue to perform all of their respective obligations under this cooperation agreement unless otherwise agreed in writing between the parties.

#### **Article 13 - Applicable law**

This Agreement shall be governed by the European Union law supplemented where necessary by the national substantive laws respectively, as the case may be, of the Republic of Estonia, of the Republic of Latvia and of the Republic of Lithuania (excluding the choice of law provisions).

#### **Article 14 - Jurisdiction competent to settle disputes**

Any dispute between the Parties regarding the interpretation, application or validity of this Agreement (other than one to be submitted to the Board of Appeal for arbitration) which cannot be settled amicably in accordance with the procedure under Article 13 shall be brought exclusively before the Court of Justice of the European Union.

#### **Article 15 - Liability regime applicable to the parties**

The liability of the Parties is governed by the provisions of the bilateral Cooperation Agreements under Article 76(1) of the Regulation (EU) 2016/796 concluded respectively between the Agency and the NSA EE, the Agency and the NSA LV, and the Agency and the NSA LT.

#### **Article 16 - Evaluation of this Agreement**

At the request of one of the Parties, the Parties shall meet in order to evaluate the performance of this Agreement and to decide how to improve their cooperation. Each Party chooses its respective authorised representative freely.



#### **Article 17 - Subcontracting**

If the applicable legislation allows, each Party is entitled to subcontract all or part of its tasks under this Agreement. Each Party remains solely responsible and liable for the acts of its subcontractors.

#### **Article 18 - No assignment**

Neither party shall assign the rights and obligations arising from this Agreement, in whole or in part.

#### **Article 19 - Conflicts of interest**

1. Each Party shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests during performance of this Agreement, must be notified to the other Parties in writing without delay.
2. Acting in accordance with its regulatory framework, each Party shall ensure that its staff dealing directly or indirectly with the cooperation under this Agreement is not placed in a situation, which could give rise to conflict of interests. If necessary, such staff member shall be assigned to other tasks not related to the cooperation and be replaced without undue delay if possible.

#### **Article 20 - Confidentiality**

To the extent permitted by their respective applicable legal framework, in particular on public access to documents, the Parties undertake to treat in the strictest confidence and not to divulge to third parties other than other NSAs any sensitive information or documents which are linked to the performance of their tasks under this Agreement except as otherwise agreed between the Parties. The Parties will continue to be bound by this obligation even in the case of termination of this Agreement.

#### **Article 21 - Personal data protection**

Any personal data for the purpose of this Agreement shall be processed:

- a) By the Agency pursuant to Regulation (EU) 2018/1725;
- b) By the NSA EE, NSA LV, NSA LT pursuant to Regulation (EU) 2016/679.

#### **Article 22 - Severability**

Each provision in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

#### **Article 23 – Entry into force**



1. This Agreement shall enter into force on 16 June 2020, provided that the Cooperation Agreements concluded according to Article 76 of the Regulation (EU) 2016/796 respectively between the Agency and NSA EE, the Agency and NSA LV, and the Agency and NSA LT have entered into force.

2. This Agreement shall remain in force for an unlimited duration.

It can be suspended or terminated by a Party in whole or in part under the conditions set forth hereafter in sub-sections 3 and 4.

3. The Agreement may be suspended at the initiative of the Party in case of *force majeure* in accordance with the Cooperation Agreements concluded according to Article 76 of the Regulation (EU) 2016/796 concluded between the Agency and NSA EE, the Agency and NSA LV, the Agency and NSA LT, for the duration and to the extent such *force majeure* prevents the Party from performing its tasks.

4. The Agreement may be terminated, in whole or in part, on the following grounds:

a) at the initiative of an NSA:

i) in case the Member State of the Party withdraws from the EU in accordance with the Treaty on the EU with effect at the date of entry into force of the withdrawal agreement or in the conditions set forth in Article 50(3) of the TEU.

ii) in case of a constitutional or legislative change in the national legal framework applicable to the NSA affecting the NSA and this Agreement.

iii) in other duly justified cases, with a six months prior official letter to the Agency.

b) at the initiative of the Agency if so required by a decision of the Management Board of the Agency. Such decision can only be made upon duly justified reasons.

5. The Party suspending or terminating participation to this Agreement in whole or in part shall send an official letter to the other Parties specifying the circumstances that require the suspension or termination of this Agreement and specifying the date of effective suspension or termination of the agreement or specific parts of it.

6. The Parties shall make reasonable efforts to agree on transitional provisions for their cooperation related to on-going cases of cooperation pending at the time of effective suspension or termination.

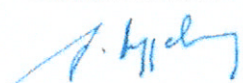
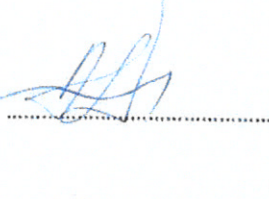
7. This Agreement is signed and distributed using electronic means. The Parties acknowledge their signatures as having the same legal value as original signatures.

For Tarbijakaitse ja  
Tehnilise Järelevalve  
Amet:  
Kaur KAJAK  
Director General

For Valsts dzelzceļa  
tehniskā inspekcija:  
Andris DUNSKIS  
Director

For Lietuvos transporto  
saugos administracija:  
Genius LUKOŠIUS  
Director

For European Union  
Agency for Railways:  
Dr. Josef DOPPELBAUER  
Executive Director



Valenciennes.....

Date: 04.05.2020

Date: 30.04.2020

Date: 28.04.2020

Date: 24.04.2020.....

