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|  | ***European Economic and Social Committee*** |

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**ADMINISTRATIVE COOPERATION AGREEMENT

BETWEEN

THE EUROPEAN ECONOMIC AND SOCIAL COMMITTEE

AND

THE COMMITTEE OF THE REGIONS**

**July 2015**

**ADMINISTRATIVE COOPERATION AGREEMENT BETWEEN THE TWO COMMITTEES**

**Section 1 Purpose of the agreement**

***Article 1 – Need and rationale for administrative cooperation***

(1) In the light of past institutional developments, in the interests of sound public finances, in their own interests, and as a good example of inter-institutional cooperation, the Committees hereby agree to redefine the basis of their close administrative cooperation in a way that is fair, modern and appropriate to their respective needs. In working together in this way, the Committees seek effectiveness and efficiency in their administrations, which will also boost their respective political impacts.

(2) The Committees recognise each other's distinct institutional role and political identity. Working on the basis of institutional autonomy, as reflected in the fact that they each set their own priorities independently, the Committees undertake to engage in administrative cooperation within the scope set out in this agreement.

(3) This agreement does not cover political cooperation.

***Article 2 – Principles of cooperation***

The Committees undertake to engage in administrative cooperation that is marked by:

* a high standard of service to the members and administrations of both Committees;
* a balanced service based on institutional equality;
* respect for the identity and autonomy of each of the two institutions and their respective needs and priorities;
* continuing modernisation of the Joint Services' management;
* implementation of this agreement in a way that safeguards the quality of working conditions;
* transparency of operation and accountability within the services, underpinned by a model of good governance;
* guaranteed equal treatment of officials and other staff employed in those services subject to joint organisation under the terms of this agreement;
* a commitment to coordinate work, thereby helping secure, among other things, a more stable workload for the Joint Services, and a commitment to more extensive demand management in this area;
* a commitment to cooperation, solidarity and coordinated communication between the two administrations in their relations with third parties that involve the Joint Services, including relations with the budget authority and the monitoring bodies;
* a commitment to resource-efficient multilingualism by maintaining and reinforcing the rationalisation measures in relation to translation demand and to the use of translation resources[[1]](#footnote-2) while maintaining the high translation standards and implementing the Cooperation Agreement with the European Parliament;
* the long-term stability of this agreement.

**Section 2 Purpose of administrative cooperation**

***Article 3 – Types of cooperation***

There are two types of administrative cooperation:

* cooperation achieved by the pooling of certain resources, notably staff, in the "Joint Services" of the two Committees; and
* cooperation in certain areas in which the services concerned are autonomous.

***Article 4 – The Joint Services***

(1) The following shall constitute the Joint Services (JS)[[2]](#footnote-3):

* Translation
* Printing[[3]](#footnote-4)/distribution, except pre-press
* IT + Telecommunications
* Programming/contractual and financial management, security
* Infrastructure, EMAS (Eco-Management and Audit Scheme), and catering

(2) The arrangements for the management, resources and operation of these services are set out in Sections 3 to 7 of this agreement.

(3) The Committees agree to conduct audits of these services in line with a plan identifying their priorities.

***Article 5 – Cooperation in other administrative areas***

(1) In areas other than those mentioned in Article 4 above, the principles of cooperation and mutual solidarity, as set out in Articles 1 and 2 above, shall be directly applicable. In particular, the administrations of the two Committees shall work together very closely in the following areas:

* + the use of meeting rooms with interpreting facilities, on the basis of the principle of priority use for each Committee, agreed between the secretaries-general, including the mutual reinforcement of the other institution's team of technicians and ushers during Bureau meetings and plenary sessions and possibly other important events (see Appendix 7a);
* the use of other meeting rooms (see Appendix 7a);
* close and consistent cooperation on the maintenance and technical management of all meeting rooms, on the basis of a Memorandum of Understanding to be signed between the secretaries-general of both institutions within 6 months of this Agreement taking effect (see Appendix 7a);
* mandatory forward planning of statutory meetings (plenary sessions, Bureau, sections/commissions/working groups): establishment of an annual timetable agreed jointly in the course of the previous year (see Appendix 7b);
* coordination of the interlinking roles of the IT and infrastructure departments (see Appendices 7 c and 7d);
* the operation of the libraries (see Appendix 7e);
* the health services (see Appendix 7f);
* pre-press services (see Appendix 7g);
* the transportation of goods and staff, especially for the Joint Services, including the loan of vehicles and/or drivers if needed (see also Appendix 7h) ;
* the contact points for translation within each Committee (see Appendix 7i).

(2) Detailed provisions for cooperation in these areas are laid down in technical arrangements for each department concerned (see Appendix 7)[[4]](#footnote-5). Differences as to the priorities of the various services involved shall be settled by the Cooperation Board and, in the final instance, the meeting of the secretaries-general (see Article 7(2) below).

**Section 3 Management of the Joint Services**

***Article 6 – Mission and organisation***

(1) The Joint Services shall be designated as a service provider for both Committees, in line with the principles set out in Article 2 above, and shall be required to provide services to both Committees equally. The Joint Services mission statement is appended to this agreement (Appendix 1).

(2) The Joint Services listed in Article 4 above shall be organised into two directorates[[5]](#footnote-6): a directorate for translation, which shall cover all the translation units as well as the translation management unit; and a directorate for logistics, which shall comprise the IT, infrastructure and printing/distribution units and the planning/contractual and financial management unit. Each Committee shall have one of the two directors' posts. Each director shall be assisted by a deputy director who shall be an official of the other Committee. The allocation of the two directors' posts between the two Committees shall be done on the basis of an agreement between the secretaries-general.

(3) The Joint Services shall not constitute a body in their own right; nor shall they act as Appointing Authority. Under the authority of the two secretaries-general, responsibility for the administrative management of the Joint Services shall lie with the two directors – each for his or her own directorate – assisted in this task by the deputy directors and heads of unit. In terms of the establishment plan, the directors for logistics and translation shall be considered to be on the same footing as the other directors of the two Committees and shall both be fully involved in the two Committees' management structures. Like the other directors of the Committees, they may be asked to represent the two Committees in inter-institutional bodies.

**Section 4 Governance of the cooperation**

***Article 7 – Governance bodies for the Joint Services***

(1) The Joint Services shall be managed under the principle of institutional equality.

(2) The three governance levels are set out as follows:

(2.1) The Cooperation Board shall, at an administrative level, coordinate the Joint Services' service provision to the other departments of both Committees.

The Cooperation Board shall consist, on an equal basis, of the Joint Services directors, the directors of resources and, depending on the subject under discussion, other directors from each of the two Committees.

It shall meet every second month.

Its main tasks are

* to provide broad coordination between service providers and clients and to coordinate cooperation at an administrative level and between the heads of unit of the Committees' own services and the Joint Services,
* to identify priorities for the work of the Joint Services, and, in the interests of efficiency, to agree on planning on the basis of a coordinated request from both Committees and to provide input into the Joint Services' respective work programmes,
* to monitor the execution of the Joint Services' work programme (including measures to correct, where necessary, any deviations from objectives).
* to draw up, each year, a report assessing the operation of the Joint Services for submission to the secretaries-general and the political monitoring group (PMG).

(2.2) The secretaries-general shall be responsible for strategic issues affecting Joint Services operations.

They shall meet regularly and at least every three months. The respective directors will be involved in these meetings as and when required.

The responsibilities of the secretaries-general shall include

* drawing up the Joint Services' establishment plan,
* drawing up the Joint Services' budget,
* preparing the work for the PMG meetings, and
* adopting the Joint Services' annual work programme.

Intended decisions affecting the establishment plan and/or the budget allocation within the Joint Services shall be communicated in advance, in writing, to the secretary-general of the other Committee.

(2.3) The political monitoring group (PMG) shall be responsible for the political supervision of administrative cooperation.

This group shall consist of six members of each from each of the two Committees, appointed under their respective rules. It shall normally meet twice a year and as and when required, and shall be responsible for

* the regular and proactive supervision of the administrative cooperation between the two Committees, as set out in this agreement.

To that end, the secretaries-general shall submit to the PMG regular reports on the status of cooperation. Its members shall be consulted on the preliminary draft budget for the Joint Services and on the Joint Services' annual work programme.

(3) As a matter of principle, coordination should take place at the lowest level possible. Only in cases of insurmountable differences shall matters be referred to the higher governance level. In such cases, the decision shall be taken by the higher level in question within a maximum of ten working days and, in the final instance, by the two Bureaus after consultation of the political monitoring group.

***Article 8 – Cooperation between own services and between own services and the Joint Services***

With regard to coordination and liaison between some of the Committees' own services and the Joint Services, as set out in Article 5 above, those responsible for coordination and liaison shall submit the priorities of their respective Committee to the Joint Services heads of unit concerned and ensure coordination with the priorities of the other Committee. Working-level cooperation is strongly encouraged for services other than those mentioned above, in order to facilitate the smooth operation of the services concerned and to help foster mutual understanding of each other's needs and constraints.

**Section 5 Human resources policy**

***Article 9 – Principles***

(1) The Committees agree to implement an equitable staff policy in accordance with the Staff Regulations of Officials of the European Union, the Conditions of Employment of Other Servants of the European Union and social dialogue practices. To this end, before taking any decision, they shall provide each other with information on the general implementing provisions and other internal decisions and rules in force, as well as on the measures proposed, in order to gather comments and seek the maximum consensus, without, however, being bound to an identical outcome.

(2) Irrespective of their institution of origin, officials and other staff of the two Committees working in the Joint Services shall serve the two Committees and their members. Therefore, in the interests of efficiency and of fair and motivating conditions for staff, working methods and conditions in the Joint Services shall be the subject of consultation between the appropriate authorities and staff representatives, as provided for by the Staff Regulations.

(3) On matters concerning the Joint Services, the Staff Committees of the two Committees shall be consulted on the preliminary draft budget and the draft work programme before these are submitted to the political monitoring group.

***Article 10 – Staff management in the Joint Services***

(1) The assignment of officials or other staff of either of the Committees to work in the Joint Services must on no account result in conditions that discriminate between these staff members and those working in the same Committee's own services.

(2) The appointing authority for officials and other staff employed in the Joint Services shall be that of the staff member's own institution, with the exception of those functions relating to operational management of the services, such as assignment of duties, leave and missions.

(3) As a general rule, the assessor for the staff reports of all grades and categories of Joint Services staff – except directors, deputy directors and heads of unit – shall be the relevant head of unit. Where the head of unit does not belong to the same Committee as the staff member being assessed, the head of unit shall compose and initial a draft report which must be approved by either the director or the deputy director of the same directorate who belongs to the same Committee as the staff member assessed. The appeal assessor shall be the one determined in the provisions of the assessed staff member's Committee.

(4) The same principles as set out in (3) shall apply to the staff reports of heads of units (HoUs) and deputy directors, the assessor in this case being the director of the directorate to which they belong. Where the director does not belong to the same Committee as the staff member being assessed, the director shall compose and initial a draft report which must be approved by the Secretary-General of the assessed staff member's Committee. The appeal assessor shall be the one determined in the provisions of the assessed staff member's Committee.

(5) Directors shall be assessed by the Secretary-General of their own Committee. The appeal assessor shall be the one determined in the provisions of the assessed staff member's Committee.

(6) Before a report on a Joint Services head of unit, deputy director or director is adopted by the competent Appointing Authority, the Secretary-General of the other Committee shall be consulted in recognition of the function of the Joint Services as service providers to both committees. The Secretary-General consulted shall have three working days in which to respond.

***Article 11 – Assignment of staff to the Joint Services***

(1) Acting through the two secretaries-general, the two Committees shall by common consent determine the posts from the staff chart that they make available to the Joint Services. They shall also agree on the distribution of management posts. The initial structural establishment plan and post-by-post establishment plan of the Joint Services are appended to this agreement (Appendices 2 and 3).

(2) The Committee acting as Appointing Authority for a post of director or deputy director shall ask the other Committee to participate in the proceedings of the pre-selection board for candidates.This board shall decide on its proposal by consensus. Each of the Committees shall, as Appointing Authority, appoint a director or deputy director to the posts that are within its own purview, in line with the rules currently in place.

(3) The Committees shall actively seek parity in the Joint Services support and managerial staff. Joint Services head of unit posts shall be advertised at inter-institutional level after agreement of the secretaries-general. The Committee acting as Appointing Authority for a head of unit post shall ask the other Committee to participate in the proceedings of the candidate selection board.

(4) The Committees agree to strive to achieve a more balanced distribution of posts within individual Joint Services units in the long term so that it better reflects the average distribution within the Joint Services as a whole. To this end, they agree to coordinate their human resources applications to the budget authority.

***Article 12 – Mobility and redeployment***

(1) The Committees stress the importance of mobility of officials and other staff – including mobility between institutions – in the interests of both the staff member and the service, inter alia regarding the rotation and mobility of sensitive posts. As a general rule, they agree to publish every vacancy (in both the Joint Services and own services) at inter-institutional level, to inform each other of developments regarding posts, to encourage mobility of functions and duties (including mobility for linguistic administrators) and to agree instruments to promote mobility, if possible in concert, while fully respecting the Staff Regulations. A regular exchange of information on this matter shall take place at meetings of the Cooperation Board.

(2) Ensuring the continuity of the services while fully respecting the provisions of the Staff Regulations and taking into consideration broader HR implications is a basic principle of any ensuing redeployment of posts. In line with the principles of cooperation set out in Article 2 and the conditions for the assignment of staff to the Joint Services in Article 11, the Committees shall actively seek parity in the Joint Services' support and managerial staff.

(3) On the basis of an annual monitoring of the workload and productivity levels in the Joint Services compared against inter-institutional benchmarks, where necessary, decisions on the adjustment of staffing levels of the Joint Services shall be taken by the secretaries-general, by common consent and in line with article 7, paragraph 2.2. Minor adjustments[[6]](#footnote-7) to these decisions can be decided upon by the Director of Human Resources, after consultation with his/her counterpart in the other Committee and the responsible director and deputy director in the Joint Services.

(4) In view of the latest results of the inter-institutional benchmarking for translation and the outsourcing budget available to the two committees, the appropriate staffing level for the translation units in the current organisational structure is considered to be 8 AD for non-pivot units and 16 AD for the pivot units; for units with an established structurally higher workload (currently ES, IT, NL, PL) the target size to be reached shall be 10 AD. Target sizes for AST posts: 4 for pivot units, 3 for the other ones. Further adaptations may result from the merging of language units, subject to the outcome of the pilot project in the framework of resource-efficient multilingualism[[7]](#footnote-8).

(5) Further to the setting of target sizes in the translation units, the redeployment of posts shall be carried out as follows:

(5.1) The redeployment exercise will take place gradually over a period of three years[[8]](#footnote-9). In the first year, 50% of the total number of redeployments may be carried out; in the second year 30% and in the third year 20%[[9]](#footnote-10).

(5.2) Posts shall be redeployed to the own services of the Committee that made them available to the Directorate for Translation and in line with the corresponding share of staff from each Committee in the Joint Services.

(5.3) Redeployments not carried out for one or more years may be carried over to the following year.

(6) The staffing situation in the Directorate for Logistics will be considered in the light of the policy decisions concerning the continuity or discontinuity of services and annual benchmarking. Possible efficiency gains shall be redeployed into the own services of the Committee that made them available to the Directorate for Logistics and in line with the corresponding share of staff from each Committee in the Joint Services.

**Section 6 Budget, financial management and audit**

***Article 13 – The Joint Services budget***

(1) The Committees shall decide on the structure of the budget and the budget resources of the Joint Services. The Committees' budgets shall provide the necessary resources for the sound running of all their services, including the Joint Services.

(2) Procedures for the preparation and implementation of the Joint Services' budget are set out in Appendix 5.

***Article 14 – Audits of the Joint Services***

 The internal auditors of the two Committees shall consult each other on the planning, programming and conducting of audits of the Joint Services. Arrangements for cooperation between the internal audit services are set out in Appendix 6 to this agreement.

**Section 7 Buildings**

***Article 15 – Management of shared buildings***

(1) The two Committees are joint owners or joint tenants of all the buildings[[10]](#footnote-11) used by the two Committees, which they manage in close cooperation.

(2) The use of space shall be governed by an agreement between the secretaries-general.

(3) The two Committees are committed to achieving a 50/50 distribution of space in the JDE building for their own use in both quantitative and qualitative terms six months before the end of this cooperation agreement.

**Section 8 Revision and termination of the agreement**

***Article 16 – Revision and review clause***

(1) Any proposed amendment to this agreement shall be discussed jointly by the two authorities. Any decision to amend it shall be taken within three months of notification of the proposed amendment.

(2) An assessment of the operation of this agreement shall take place after half of its term has elapsed.

(3) The political monitoring group, as established by Article 7(2) of this agreement, may decide by unanimity to revise the appendices, which form an integral part of this agreement, following a joint proposal by the two secretaries-general.

***Article 17 – Termination clause***

(1) The two Committees may terminate this cooperation agreement at any moment by common consent.

(2) After the first half of the agreement's period of validity has elapsed, each Committee shall have the right to terminate the agreement unilaterally, by giving six months written notice, stating its reasons, to the other party.

**Section 9 Duration of the agreement**

***Article 18 – Duration of the agreement***

(1) This agreement is concluded with effect from 1 January 2016. It shall be valid for a period of four years, until 31 December 2019.

(2) It may be extended by common consent between the two institutions.

(This Agreement was originally drafted in English.)

Done at Brussels,

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| For the Bureau of theEuropean Committee of the Regions,  | For the Bureau of theEuropean Economic and Social Committee  |
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| The President, | The President, |
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| Markku Markkula  | Henri Malosse |
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| The Secretary-General, | The Secretary-General, |
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| Jiří Buriánek | Luis Planas  |

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**Appendices:**

(1) Mission statement of the Joint Services (JS)

(2) Structural establishment plan of the Joint Services at the entry into force of the agreement

(3) Break-down of posts assigned to the Joint Services at 1/1/2016

(4) Resource-efficient multilingualism

(5) Structure of joint budgets and practical arrangements for cooperation on budgetary and financial matters

(6) Arrangements for cooperation between the internal audit services

(7) Technical arrangements for cooperation

(8) Roadmaps

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**Appendix 1**

**MISSION STATEMENT OF THE JOINT SERVICES**

The Joint Services are set up as specialist service providers for the two Committees. The Joint Services constitute an administrative structure made up of two directorates and staffed by personnel from each of the two Committees. Irrespective of their institution of origin, officials and other staff of the two Committees work together and serve the two Committees and their members. Inspired by a culture of service, the Joint Services seek to be a model European public service and are a successful example of inter-institutional cooperation.

The mission of the Joint Services is to provide specific services to the two Committees as set out in the cooperation agreement between the two Committees.

These services are provided to the Committees based on the following principles:

1. The Joint Services provide services of the highest quality to the two Committees, their members and their administrations.

2. These services are provided to each Committee in a fair and balanced manner, and in such a way as to ensure the Committees' institutional equality.

3. As a service provider, the Joint Services are responsive to the needs of the two Committees and are prepared to adapt and develop their productivity, their governance and their operating systems as the two Committees and their needs develop.

4. The Joint Services ensure optimum efficiency in the use of their human and budgetary resources in accordance with the Financial Regulation, the Staff Regulations, the cooperation agreement, and all other applicable rules.

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**Appendix 2**

**STRUCTURAL ESTABLISHMENT PLAN OF THE JOINT SERVICES**

**AS AT 1 JANUARY 2016**

**(SEE ARTICLE 6(2) OF THE AGREEMENT)**



**Appendix 3**[[11]](#footnote-12)

Detailed Joint Services establishment plan as of 1 January 2016 will be added.

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**Appendix 4**

**Resource-efficient multilingualism**

The CoR and the EESC confirm their commitment to a further deepening and development of the resource-efficient multilingualism policy in three steps (see below) and to evolving staffing levels based on objective criteria, such as evolution of workload and productivity compared to inter-institutional standards, while maintaining appropriate quality levels.

The three steps mentioned above are the following:

* **Step 1: Maintaining and reinforcing translation rationalisation measures**

Whilst respecting genuine translation needs stemming from both institutions' evolving activities and priorities, the CoR and the EESC are committed to the effective implementation of existing and further measures of translation rationalisation according to workload adjustments, including a reduction of revision rates, through an effective combination of in-house translation, increased inter-institutional work-sharing, including the implementation of the Cooperation Agreement with the European Parliament, and increased productivity and outsourcing.

* **Step 2: Progressively aligning to inter-institutional best practices for outsourcing**

The CoR and the EESC agree to progressively align outsourcing standards to best practices in similar institutions, subject to budgetary availability. Based on the budget available in 2015, they aim to reach progressively an indicative target of 20% outsourcing rate.

* **Step 3: Pilot-project to assess feasibility and benefits of establishing common management of certain translation units**

The CoR and the EESC agree to examine the feasibility and potential benefits of establishing common management of certain translation units on the basis of the pilot project to be launched in 2015. Subject to the evaluation of this pilot project, 18 months after the starting date, the CoR and EESC will jointly take a decision on the common management of translation units. Such a restructuring would be implemented progressively.

**Appendix 5**

**STRUCTURE OF JOINT BUDGETS AND PRACTICAL ARRANGEMENTS FOR COOPERATION ON BUDGETARY AND FINANCIAL MATTERS**

**1. Structure of the budget**

1.1 For the purposes of transparency in the use of the corresponding appropriations, a distinction is made between own appropriations (for the Committees' individual needs) and joint appropriations (for the needs common to the Committees). This distinction should be made, budget line by budget line, in the comment to the otherwise single budgetary request of the respective draft budgets submitted to the Budgetary Authority for consideration.

1.2 A table identifying the expenditure relating to own and joint appropriations respectively is appended to this agreement (Appendix 5.1). However, this table may be amended by the mutual agreement of the two authorising officers by delegation.

**2. Preparation of the budget managed by the Joint Services**

2.1 The Joint Services Director and Deputy Director of each Directorate are responsible for channelling the needs of their respective Committees and shall, after having consulted the authorising officers by subdelegation responsible in their respective directorates, develop joint, rolling, multi-annual operational planning and submit the corresponding draft budget in accordance with the Committees' internal procedures. This operational planning defines by type of expenditure/project, in particular for, but not limited to, IT, infrastructure and assets, the source of funding (budget line, joint/own appropriations), the overall envisaged costs and output per project, performance indicators and milestones. This operational planning is the basis for budget implementation.

2.2 Each Committee's contribution to joint appropriations, by budget heading, shall be calculated by multiplying the sum of the total budget request for joint appropriations in respect of the said budget heading by a weighting for each Committee. The weighting shall be set annually and shall be equal to the respective proportion of the number of staff from each Committee according to the respective establishment plans adopted by the budgetary authority on 1 January of the previous financial year. It shall be the same for each budget heading. Its value may be set in another way by mutual agreement between the two authorising officers by delegation, for example in the event of substantial changes in the parameters on which the weighting is based. The weighting shall be specified as a percentage, rounded to two decimal places.

2.3 Before submitting proposals to both secretaries-general, a tri-partite committee composed of the CoR Director for Finance, EESC Director for Finance and the Joint Services Directors shall meet in due time in order to allow scrutiny of all budget requests and the detailed rolling multi-annual operational planning including, own and joint appropriations, made by the Directors and the Deputy Directors of the Joint Services according to a template to be jointly agreed.

2.4 Once the budget has been adopted, and before 1 January of the year concerned, the authorising officers by delegation, having agreed between themselves, shall determine the contribution of each of their Committees to the joint appropriations, applying the same weighting as that used for the corresponding budget requests. The value of the weighting may be set in another way by mutual agreement between the two authorising officers by delegation, for example in the event of substantial changes in the parameters on which the weighting is based.

**3. Implementation of the budget managed by the Joint Services**

*Appointment of initiating agents*

3.1 Initiating agents may be appointed in respect of the two Committees' appropriations.

*Access to ABAC*

3.2 Reading access to joint appropriations of both Committees in ABAC will be provided to each authorising officer by subdelegation of their respective budget lines, each budget unit and each internal auditor.

*Procedure for budget execution, reporting and clearance*

3.3 For each budget line, the authorising officer by subdelegation of each Committee implements the budget on the basis of the detailed, rolling, multi-annual operational planning as defined in point 2.1 above.

Expenditure to be booked against joint appropriations shall be split between the budgets of the two Committees so as to come close, for each budget heading, over several budget commitments and over a financial year, to the proportion of expenditure for each Committee determined by the weighting. However, the authorising officers by delegation may mutually agree in writing beforehand to apply a different weighting, e.g. in the event that the Committees' respective contribution to the joint appropriations differs substantially from the weighting key, as defined in point 2.4.

Any significant deviation (e.g. deviation of at least 15% of the appropriations per budget line or of an absolute amount of at least EUR 100.000, whichever is lower) from the detailed, rolling, multi-annual operational planning, as defined in point 2.1 above, shall be reported on beforehand to the Directorates for Finance of both Committees.

3.4 For each payment on joint appropriations, the debit note is attached as a supporting document in ABAC. A complete file is at the disposal of the relevant authorising officers by subdelegation.

In July of year n and at the end of year n as well as upon request, the Joint Service Directors and Deputy Directors shall provide a detailed report on the basis of a mutually agreed template to the Directors for Finance of each Committee on the implementation of the operational plan including a detailed spending overview for both joint and own appropriations and a monitoring of the weighting for each budget item's joint appropriations. If necessary, the tri-partite meeting referred to under point 2.3 above shall be convened to optimise budget execution. Subject to their mutual agreement, the two authorising officers by delegation can decide to apply cross-issuing of debit notes in case the weighting for the joint appropriations as a whole could not be respected. The final reporting of year n shall be presented by the Joint Services Directors and Deputy Directors in the framework of the Annual Activity Report of each Committee.

3.5 For any joint expenditure that exceeds the available budget of the Committee covering the said expenditure (settling Committee), the said Committee must have sufficient appropriations before the proposed legal commitment so that the expenditure can be covered in full. To this end, the settling Committee shall issue a debit note to the other Committee for its share, before the expenditure commitment is made, and the other Committee shall make the necessary appropriations available to the settling Committee. This ex-ante procedure shall be implemented on the basis of an agreement on the use of appropriations and issuing debit notes in accordance with the following arrangements (Committee A = settling Committee):

* Committees A&B: agreement on the use of appropriations, which shall be made available to Committee A
* Committee B: budgetary commitment of appropriations (supporting document: agreement on the use of appropriations)
* Committee A: recovery order + debit note to Committee B
* Committee B: payment order
* Committee A: booking of appropriations made available by Committee B as assigned revenue
* Committee A: "normal" sequence (for the contract as a whole), i.e. budgetary commitment, order form, etc.

 As far as possible, the workload associated with the implementation of inter-Committee agreements concerning the issuing of debit notes shall be distributed equally between the two Committees.

*Appointment of verifiers*

3.6 Verifiers may be appointed in respect of the two Committees' appropriations. They shall form part of the verification unit of each Committee's own services. For a given budget heading, all the files will be verified by the verification unit of one Committee, with the "lead" Committee, as set out in the appended table (Appendix 5.1), alternating with the "non-lead" Committee on a biannual basis. During the first two years after the entry into force of the present agreement, the verification unit of the Committee listed as "non-lead" in Appendix 5.1 will verify all the files for a given budget heading. Exceptionally, the authorising officer by subdelegation shall be free to use the services of his own Committee's verification unit as well if, according to the rules above, the verification would be in the other Committee's verification unit's remit.

*Transfers of appropriations*

3.7 All transfers involving joint appropriations and resulting in a change to the agreed overall contribution of each Committee shall be mutually agreed in writing by the authorising officers by delegation beforehand.

All transfers concerning joint appropriations shall involve the Director and Deputy Director of the relevant Joint Services Directorate and shall be notified to the Directors for Finance of both Committees.

The two Committees coordinate between them all transfer requests involving joint appropriations that are communicated or submitted to the budgetary authority and aim at having them dealt with in the same meetings of the Council and the European Parliament.

*Procurement procedures*

3.8 The procurement procedure for framework contracts within the remit of the Joint Services shall be managed by the "lead" authorising officer by subdelegation of one Committee, typically the relevant head of unit, who shall ensure appropriate involvement of the authorising officer by subdelegation of the other Committee. The authorising officer by subdelegation of the "lead" Committee shall sign the legal commitment after having been mandated to do so in writing by the authorising officer by subdelegation of the other Committee. Any decision with an impact on the contractual framework relating to a framework contract (such as the drafting of an amendment, or a decision to extend or revoke a contract), shall be made by analogy with the procedure for drawing up the framework contract. The value of the contract for joint expenditure, used to determine the applicable public procurement procedure, is the combined amount for both Committees.

*Inventory*

3.9 Each Committee shall draw up its own inventory based on its purchases. An item to be added to the inventory shall be registered in the inventory of the Committee that purchases it. The deletion of an item from the inventory is a matter for the Committee in whose inventory the item is registered.

 When assets purchased on joint appropriations to be added to the inventory are ordered in a quantity that enables them to be split between the budgets of the two Committees in a proportion close to the weighting, each Committee shall draw up, against its own budget, an order for its share. Where this is not possible, the order shall be placed against the budget of one of the Committees with a view to achieving a balanced purchase of assets. The Director and the Deputy Director of each Joint Services Directorate shall ensure that balance is maintained between the two Committees, in accordance with the weighting, as defined in point 2.4, of the value of the assets to be added to the inventory and booked against joint appropriations across each budget heading under their responsibility. However, the authorising officers by delegation of the two Committees may mutually agree in writing beforehand to apply a different weighting, e.g. in the event that the Committees' respective contribution differs substantially from the weighting as defined in point 2.4.

*Control environment*

3.10 Each authorising officer shall ensure that the rules of the Committee whose budget is implemented are fully applied, in particular the rules related to ex-ante verification and public procurement as part of the internal control standards. The two Committees shall cooperate in the field of internal control in order to apply best practices of risk assessment and proportionality, as set out in the Financial Regulation, and aim to harmonise their standards and procedures. The two Committees shall also seek to harmonise, in accordance with EU best practices, their procedures and forms relating to budgetary transactions, such as budgetary commitments, payment orders, recovery orders, transfers of appropriations, carry-overs of appropriations, estimates of receivables, the identification database, inventories, etc. The two Committees shall consult each other if they intend to adopt, modify or repeal any decisions regarding the above and having an impact on the Joint Services.

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**Appendix 5.1**

**DEFINITION OF OWN CREDITS (1) AND JOINT CREDITS (2)
AND OF THE "LEAD" COMMITTEE (A=EESC; B=CoR)(1)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Heading | lead | Heading |   | Expenditure |
|  |  |   |   | affected |
| 1420 | A&B | Supplementary translation services | 1 | Other expenditure |
|   |   | 2 | Expenditure for shared inter-institutional projects |
| 2000 | A&B | Rent | 1 | Meeting rooms for the specific needs of each Committee (EP, away from Brussels, etc.) |
|   |   | 2 | Committee headquarters buildings |
| 2001 | B | Annual lease payments | 1 | (f.t.r.) |
|   |   | 2 | Committee headquarters buildings |
| 2003 | B | Purchases of premises | 1 | (f.t.r.) |
|   |   | 2 | Committee headquarters buildings |
| 2005 | B | Construction of buildings | 1 | (f.t.r.) |
|   |   | 2 | Committee headquarters buildings |
| 2007 | B | Fitting-out of premises | 1 | Fittings for the needs of each Committee |
|   |   | 2 | Other expenditure |
| 2008 | B | Other expenditure on buildings | 1 | (f.t.r.) |
|   |   | 2 | Committee headquarters buildings |
| 2009 | B | Provisional appropriation for property investments | 1 | (f.t.r.) |
|   |   | 2 | Committee headquarters buildings |
| 2022 | B | Cleaning and maintenance | 1 | (f.t.r.) |
|   |   | 2 | Committee headquarters buildings |
| 2024 | B | Energy consumption | 1 | (f.t.r.) |
|   |   | 2 | Committee headquarters buildings |
| 2026 | A | Security and surveillance | 1 | (f.t.r.) |
|   |   | 2 | Committee headquarters buildings |
| 2028 | B | Insurance | 1 | Expenditure for the needs of each Committee |
|   |   | 2 | Expenditure in the joint interest of both Committees |
| 2100 | A | IT hardware and software | 1 | Expenditure for the needs of each Committee |
|   |   | 2 | Expenditure in the joint interest of both Committees |
| 2102 | A | External IT services | 1 | Expenditure for the needs of each Committee |
|   |   | 2 | Expenditure in the joint interest of both Committees |
| 2103 | A | Telecommunications | 1 | Expenditure for each Committee's own needs (co-funding of members, staff, etc.) |
|   |   | 2 | Other expenditure |
| 212 | B | Furniture | 1 | Furniture for the needs of each Committee |
|   |   | 2 | Other expenditure |
| 214 | A&B | Technical equipment and installations | 1 | Expenditure for each Committee's own needs (including the hire of technical equipment for meetings away from Brussels) |
|   |   | 2 | Expenditure in the joint interest of both Committees (including prepress equipment and technical equipment in meeting rooms) |
| 230 | A&B | Stationery, office supplies and consumables | 1 | (f.t.r.) |
|   |   | 2 | Expenditure in the joint interest of both Committees |
| 236 | A | Franking and postage expenses | 1 | Expenditure for the needs of each Committee |
|   |   | 2 | (f.t.r.) |
| 238 | B | Other administrative expenditure | 1 | Expenditure for the needs of each Committee (including uniforms and working clothes (appointing authority); removals linked to plenary sessions in the EP) |
|   |   | 2 | Expenditure in the joint interest of both Committees (including removals other than those linked to plenary sessions in the EP) |
| 2622 | A&B | Documentation and library | 1 | Other expenditure |
|   |   | 2 | Expenditure of common interest to the Committees (including dictionaries for translators) |
| (1) A&B = if the appropriations are managed by the Joint Services, the lead Committee is the one to which the head of the managing unit belongs; if the appropriations are managed by the own services, the lead Committee shall be determined by mutual agreement on a case-by-case basis. |

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**Appendix 6**

**ARRANGEMENTS FOR COOPERATION BETWEEN THE INTERNAL AUDIT SERVICES**

(1) The internal auditors of the two Committees shall consult each other on the planning, programming and conduct of audits of the Joint Services. Before the consultation of his/her annual work programme with his/her secretary-general, each internal auditor shall send a copy of the draft audit programme for the Joint Services to the other Committee's auditor. Each internal auditor will ensure that his/her counterpart is informed of the final work programme and of any planned modification that concerns the Joint Services.

(2) Internal auditors shall perform their duties in accordance with the relevant international standards. By applying the validation procedure, the internal auditor of each Committee shall submit any preliminary draft audit of the Joint Services to the department being audited.

(3) The auditors shall keep each other informed of the progress of audits carried out in the Joint Services. At an appropriate time and also before any final report concerning the Joint Services is approved, the auditor responsible shall consult the other Committee's auditor about his draft report. As soon as it is concluded, he/she shall send a copy to the secretary-general and the internal auditor of the other committee.

(4) Action plans resulting from audits of the Joint Services shall be agreed between the secretaries-general.

(5) Likewise, the two internal auditors shall exchange information on all other audits and controls regarding the Joint Services.

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**Appendix 7**

**TECHNICAL ARRANGEMENTS FOR COOPERATION**

This appendix covers the following technical arrangements for cooperation as referred to in Article 5(2) of the present cooperation agreement:

1. management of meeting rooms
2. scheduling
3. infrastructure
4. IT and telecommunications
5. the operation of the libraries
6. the health services
7. pre-press services
8. reception and paper mail distribution
9. translation

The following horizontal clauses apply to all the technical arrangements**:**

**Clause on the availability of staff**

Cooperation between the Committees, as established by these technical arrangements, includes, in so far as the related provisions are concerned, making staff of one Committee available to the other. The staff in question act in respect of this role under the management authority of the officials of the host Committee.

**Settlement provisions**

If, in relation to the practical implementation of the cooperation covered in Appendix 7, at the level of the persons responsible, or the heads of unit or directors concerned, differences or conflicts in priorities or similar occur, the first level for conciliation to be addressed shall be the Cooperation Board. If a solution is not found at this level, the decision shall be taken pursuant to the procedure laid down in Article 7(3).

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**Appendix 7a)**

**Technical arrangements for cooperation: Management of meeting rooms**

The CoR and the EESC jointly own or rent a number of buildings containing meeting rooms of several different types.

The EESC and the CoR cooperate with a view to the optimal use of meeting rooms. In order to ensure the continuity of the two institutions' political work, one or other committee shall be given priority access to some of these rooms for the whole year.

The EESC and the CoR cooperate on the maintenance and technical management of meeting rooms.

# **Management of the allocation of rooms and spaces**

The CoR and the EESC shall have autonomy to decide their own internal procedures for managing the allocation of the rooms and spaces for which they have priority access.

In addition to each Committee's internal procedures, the administrations of the CoR and EESC shall each establish a single contact point with the other Committee for dealing with all aspects of managing the allocation of rooms and spaces.

The CoR and EESC contact points shall each keep abreast of their Committee's internal procedures and the practical arrangements for managing the allocation of the rooms and spaces for which they have priority access.

In order to create the best possible framework for the administrative and political activities of the CoR and the EESC, the contact points shall also be responsible for drawing up the joint procedures applicable to both Committees.

The CoR and EESC contact points shall be responsible for implementing the principles set out below, together with ad hoc measures and reporting and reciprocal monitoring of the application of these principles.

## The various types of rooms and spaces

This agreement concerns the management of the allocation of the rooms and spaces defined below and located in all the buildings which the CoR and the EESC jointly own or rent, both currently and in the future[[12]](#footnote-13).

Within six months from the time this agreement enters into force, the CoR and EESC contact points shall draw up a complete list of rooms and spaces.

The CoR and EESC contact points shall be responsible for updating this list, which shall include all the relevant information about the priority user for each room or space. For all the buildings, the list will distinguish between the various types of rooms and spaces, using the following categories:

1. Meeting rooms with interpreting booths: meeting rooms equipped with permanent interpreting booths.
2. Meeting rooms without interpreting booths: all rooms intended for meetings and classes, which are not equipped with interpreting booths.
3. Reception areas: spaces intended for public use, such as (but not limited to) the atria, entrance halls, the waiting areas outside meeting rooms with interpreting booths, the restaurant, bars, seating areas and the VIP restaurant.

## The user with priority access: ensuring the conduct of political and administrative activities

In addition to the categories described above, all the rooms or spaces shall also be categorised in accordance with their type of access:

1. Rooms and spaces for which the CoR shall have priority access: the whole of the 5th floor of the Jacques Delors building, areas for members and the designated meeting rooms without interpreting booths.
2. Rooms and spaces for which the EESC shall have priority access: the whole of the 6th floor of the Jacques Delors building, areas for members and the designated meeting rooms without interpreting booths.
3. Rooms and spaces for which the CoR and EESC shall have equal access: all the meeting rooms with or without interpreting booths and the reception and social activities rooms not allocated above to a particular user.

The designation of a priority user ensures that the CoR and EESC will, at all times, have the requisite rooms and spaces for organising the meetings and receptions essential to their political and administrative activities, whilst also taking account of the limited number of rooms and spaces.

With regard to the rooms and spaces to which the CoR and EESC have equal access, the two contact points shall ensure that the rooms are allocated according to appropriate procedures, which are to be put in place.

Following an explicit request, the Committee with priority access may authorise the other Committee to use a particular room. As a general rule:

1. The Committee submitting the request shall receive a reply within three working days of the request.
2. Rooms may be reserved up to two months in advance of the date on which the request is issued. Requests may be submitted more than two months in advance when they relate to a Committee's core activity for which advance planning is necessary.

If the request is not granted, the Committee that submitted it may call for a conciliation meeting between the two contact points, to be chaired by the two heads of unit, to assess, as rapidly as possible, whether a room could be made available, in accordance with the political priority of the respective meetings.

Should one or other Committee be dissatisfied with this initial conciliation, an appeal can be made through conciliation at the level of the respective directors. If a solution is not found at this level, the decision shall be taken pursuant to the procedure laid down in Article 7 (3).

## Plenary sessions: a standardised exception to the general rules

At the time this agreement was finalised, the two Committees held fifteen plenary sessions per year, six for the CoR and nine for the EESC. The principles set out below shall apply *mutatis mutandis.*

In order to manage plenary sessions and the Bureau meetings that precede them, the Committee which is in plenary session organises a large number of meetings both before and after these events. As a general rule, these take place all day Tuesday, Wednesday and Thursday of the week concerned.

During these three full days, the Committee holding its plenary session and Bureau meeting shall have priority access to the rooms with interpreting booths and the reception areas on the fifth, sixth and seventh floors of the Jacques Delors building.

So as to avoid any interruption to the other Committee's political activities, the latter shall have priority access to the meeting rooms with interpreting booths in the other buildings.

# **Technical Management of Conference and Meeting Rooms**

In addition to each Committee's internal procedures, the administrations of the EESC and CoR shall each establish a single contact point ("operational interface") with the other Committee for dealing with all aspects of the maintenance and technical management of conference and meeting rooms.

Each Committee is primarily responsible for the maintenance and good technical management of the conference and meeting rooms for which they are user with priority access as defined in Article 1.2 of Appendix 7a.

The EESC and CoR contact points shall each keep abreast of their Committee's internal procedures and the practical arrangements for the technical management of conference and meeting rooms.

The EESC and CoR contact points shall be responsible for implementing the principles set out below:

## Equipment Management

Arrangements for equipment management and maintenance shall apply to all equipment purchased by the Committees before 1 January 2008. As regards equipment purchased after 1 January 2008, the operational interfaces shall coordinate the needs of each Committee.

a) Non-inventoried fixtures

This includes, inter alia, the fixtures in the JDE meeting rooms, OPS room, JDE videoconference room, common areas with a PA system and some of the D-Zine screens, as identified in the As-Built Belliard dossier. This equipment shall be managed in good coordination between both operational interfaces.

b) Inventoried fixtures

Usageis granted to the Committee in whose area the equipment is installed. The use or movement of common area equipment shall be decided by joint agreement of the operational interfaces.

## Maintenance and upkeep

a) Non-inventoried fixtures

Any works on these fixtures will be carried out in good cooperation between the two operational interfaces. Works that are subject to a maintenance contract will be requested by the Committee which covers the expenditure when the request is submitted. The final breakdown of the finances (including possible issuing of debit notes) between the two Committees will be calculated according to the overall ex-ante utilisation of the rooms equipped with fixed interpreters' booths. This coefficient shall be set annually for the period from 1 January to 31 December for the previous year.

b) Inventoried fixtures

Maintenance falls to the Committee that has the fixtures in its inventory, no matter where the equipment is located.

## OPS room management

Management is carried out on a rotation system between the EESC and the CoR, according to a precise coordinated timetable to be agreed by the operational interface.

The compensation for hours worked between the two Committees will be calculated according to the ex-ante overall utilisation rate, to be defined annually, of all the conference rooms from 1 January to 31 December of the previous year.

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**Appendix 7b)**

**Technical arrangements for cooperation: scheduling**

1. **The calendar**

The CoR and the EESC plan their meetings schedules independently.

However, given that the preparation, translation and production of meeting documents can lead to systematic work overloads for the departments concerned, the administrations of the two Committees are committed to sharing information so as to ensure that the drawing-up of calendars for plenary sessions and section/commission meetings is coordinated, as these meetings generally generate great quantities of documents.

1. **The preliminary draft calendar: coordination of the workload by the CoR and EESC administrations**

When the European Parliament draws up its calendar during the second quarter of each year, the departments responsible in the two Committees liaise in order to coordinate the drawing-up of their own preliminary draft calendars.

This coordination of the drawing up of the draft calendars by the CoR and EESC administrations takes place before any political decisions are taken on the two calendars.

The coordination of the preliminary draft calendars is carried out on the basis of the needs of each Committee, taking into account a series of internal and external parameters such as constraints imposed by political structure, for instance the renewal of the mandate and inaugural sessions and the adoption of the budget, etc.; the political calendars of other institutions; the availability of rooms for the plenary sessions; the possible overload of the document production chain; and holidays.

This cooperation provides an optimal framework for carrying through the political priorities of the two Committees, while taking into account the production chain capacity of the services concerned and the shortage of inter-institutional resources, such as adequate rooms and interpreting.

To draw up the joint preliminary draft calendar, the administrations of the two Committees agree as a general rule to avoid holding plenary sessions simultaneously. Only in exceptional circumstances is it possible to organise section/commission meetings to coincide with the other Committee's plenary sessions or major events.

In the event of a problem, the two contact officials hold a conciliation meeting, chaired by the two heads of unit, to assess whether a solution can be found that takes into account the political priorities of each Committee.

If one or other of the Committees is not satisfied by this initial conciliation, it can use the conciliation procedure to appeal to the respective directors. If a solution is not found at this level, the decision shall be taken pursuant to the procedure laid down in Article 7 (3).

1. **The definitive timetable: decision taken by the political bodies**

The preliminary draft calendars, drawn up by the administrations of the two Committees are submitted to the two Committee Bureaux, which decide independently on the definitive annual calendars for the CoR and the EESC.

As a rule, each Committee Bureau decides on the definitive calendar for their institution at their respective meetings at the end of the first quarter of each year.

**4. Implementation**

The definitive calendars, decided on at political level by the two Committees, are sent to the Joint Services (and to the own services concerned) to be implemented and followed up. They are then built into the annual planning schedules.

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**Appendix 7c)**

**Technical arrangements for cooperation: infrastructure**

Each Committee appoints a liaison officer or a single point of contact for all areas of activity of the Infrastructure unit. The Infrastructure unit shall act as an in-house service serving each committee's specific and joint needs.

The function of liaison officer is embedded in the own services of each Committee. This may or may not be a full-time assignment and there may be different contact persons for the different areas of activity.

His/her main responsibility is to assist in the priority setting process and the coordination with the priorities of the other Committee, as set out in the cooperation agreement. In this manner he/she contributes to a transparent allocation of the resources including budget.

The liaison officers and the head of the Infrastructure unit meet on a regular basis and whenever necessary. Bilateral meetings between a liaison officer and the head of the Infrastructure unit are held whenever necessary. The head of the Infrastructure unit keeps the liaison officers fully informed on the activities of the unit and of all requests that might arise on a bilateral basis.

**1.**  **Building policy and maintenance**

The Infrastructure unit, under the responsibility of its director, develops the building policy in dialogue with the liaison officers based on input from the own services of both Committees. It is responsible for pro-actively proposing possible solutions for any building or space occupation issue. The director submits a proposal on building policy, developed in cooperation with the Infrastructure liaison officers, to the Cooperation Board for comment and to the secretaries-general for approval. Where appropriate, the secretaries-general transmit the proposal to the political monitoring group and the Bureaux.

In case of the acquisition of new buildings a specific task force, with the infrastructure unit in the lead will be established with representatives of the different services involved (for example, budget and finances services, legal services, liaison officers). This task force is responsible for exploration, negotiation and implementation of measures approved by the appropriate decision-making level.

The secretaries-general decide on the representation of their respective Committee in inter-institutional bodies. The representatives, be they from own or Joint Services, keep the own and Joint Services fully informed of inter-institutional contacts.

Day to day operational management of infrastructure issues is the responsibility of the Infrastructure unit. The liaison officers are informed on a monthly basis of follow-up to requests from Members and staff received by the Infrastructure unit's "Facilities" helpdesk.

**2.**  **Space Management**

The secretaries-general decide on the allocation of space to each Committee's own services, the Joint Services and for joint use (common space) upon proposals established by the Infrastructure Service and the liaison officers.

Any proposal for modification to the use of common space will be submitted for decision to the Cooperation Board and, if needed, to the secretaries-general.

The allocation and use of space within each Committee is initiated and coordinated by the liaison officers and implemented in all its practical aspects by the Infrastructure unit, which provides the liaison officers with all relevant information and an analysis of suitable options with regard to the needs expressed by the liaison officer. The Infrastructure unit respects, also with regard to new available space, any allocation key established by a separate decision. The Infrastructure unit receives moves and transformation requests only via each Committee's liaison officer.

**3.**  **Specific and common projects**

The liaison officers coordinate the needs and assist in the setting of priorities of their Committee (own services and Joint Services). For substantial projects, needs are categorised as specific to one Committee or as common to both Committees, in mutual agreement.

The Infrastructure unit uses the output of this process to prepare, in dialogue with the liaison officers, the annual work plan and budget to be discussed by the Cooperation Board. The work plan for year *n* is available by the end of November of year *n-1*. The work plan balances the requests and the resources available to implement it. Some flexibility is provided for to take account of requests which could arise during the year. Substantial supplementary requests which modify the agreed work plan will be discussed by the Cooperation Board and, if necessary, decided by the secretaries-general.

A common concept of the entrance hall in the JDE building, preserving the identity of each Committee, shall be established according to the roadmap laid down in Appendix 8.

**4. Crisis management and business continuity[[13]](#footnote-14)**

Crisis management and business continuity are managed by each Committee for contingencies which are Committee-specific, in the framework of the Inter-Institutional Business Continuity Management framework (BCM), by their respective officers, as defined within that framework and the relevant implementing measures.

Within each Committee, a coherent approach is set up in order to coordinate security, alert states, crisis management and business continuity matters. Both Committees exchange their business continuity plans.

The business continuity plans in crucial shared areas such as building management or IT will be identical, and execution thereof will be the responsibility of the director of Logistics, so as to be prepared and be able to face site-related situations affecting both Committees in a coherent way.

In this context and if necessary, a joint crisis management and business continuity structure might be activated. This structure involves the secretaries-general, Communication services, the Security service and any other services affected by the crisis or needed to manage the situation.

**5. Office Supplies**

The office supplies are managed by the Infrastructure unit on the request of the GFB (*gestionnaire des fournitures bureaux*) within each Committee.

On a quarterly basis, the Infrastructure unit informs the liaison officers about its regular evaluation of consumption. A review will be carried out after one year.

**6. Furniture**

Standard furniture for the staff will be managed by the Infrastructure unit. The Infrastructure unit, together with the liaison officers, draws up a proposal for standard office equipment.

Non-standard requests for furniture are coordinated by the liaison officers.

**7. Insurance**

The Infrastructure unit manages the insurances linked to buildings and equipment, of which it informs the liaison officers.

**8.**  **Service dress**

As the conference service and internal service are integrated within each Committee, the contracts for the purchase of the "*tenues de service*" are also transferred to the Committees' own services together with the internal services.

**9.**  **Events**

Each Committee will appoint a single contact point for coordinating the organisation of major events and/or events occurring in joint spaces or simultaneously on the 5th and 6th floors of the JDE building. The contact points coordinate before forwarding event organisation requests, using the standard request form, to the Infrastructure unit. The contact points also inform each other about any events that may entail an increased security risk for Committees' members and staff and/or infrastructure.

The Infrastructure unit provides the support services requested for each event (electricity, furniture, etc.). Should technical, time or budgetary constraints make it impossible to provide the requested services, the Infrastructure unit immediately contacts the event manager and informs the contact points.. If a solution is not found at this level, the decision shall be taken pursuant to the procedure laid down in Article 7 (3).

**10.**  **Budget & finance**

Every authorising officer is responsible for the implementation of his/her part of the budget. The Infrastructure unit consults the liaison officers during the preparation of the budget.

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**Appendix 7d)**

**Technical arrangements for cooperation: IT and telecommunications**

In order for each Committee to steer and master its IT needs:

* each Committee has set up a body to structure strategic interactions with the user community, called the ICT Steering Committee (EESC) or IT Strategy Board (CoR);
* each Committee has set up a series of bodies to structure operational interactions with the user community and representatives of its macro-processes called Process Domain Groups (EESC) or Domain Groups (CoR).

Each Committee appoints an IT coordination and liaison officer. This may or may not be a full-time assignment. His/her responsibility is to assist in the priority setting process, as set out in the cooperation agreement. In this manner he/she contributes to a transparent allocation of IT resources including budget.

In order for the IT coordination and liaison officer to be able to provide that assistance:

* he/she must develop an in-depth understanding of the business processes of his/her respective Committee;
* he/she may be asked to coordinate the above-mentioned strategic and operational bodies;
* he/she may also be asked to coordinate his/her Committee's Members' User Group or ensure their proper information and consultation in some other way;
* he/she participates in, or is represented on, the user groups of the major projects.

With the help of the IT coordination and liaison officers, the above-mentioned governance bodies collect the needs and priorities of their Committee (own services and Joint Services). Following a mutual conciliation, these needs will be categorised as specific to one Committee or as common to both Committees. The priority setting process is mainly concerned with priorities for Information Systems as well as any other systems or equipment that affect the end-user directly. In that sense the IT coordination and liaison officers help assess which business processes could be automated. Decisions to develop an own application or to adopt an application from another Institution should be taken at strategic level.

The IT unit uses the output of this process to prepare a 3-year IT Master Plan and the annual IT work-plan. These plans balance the requests and the resources available to implement them. Some flexibility is provided for to take account of obstacles or new requests which could arise during the year.

The draft 3-year IT Master Plan and the annual IT work-plan for year *n* are available by the end of November of year *n-1*. They are then submitted to the strategic body of each Committee for discussion and to the secretaries-general for joint approval.

The IT coordination and liaison officers contribute to the consensus building around decisions and, whenever possible, assist in facilitating the implementation of IT projects within the decision-making framework.

The IT coordination and liaison officers, and the head of the IT unit meet on a regular basis and whenever necessary. Bilateral meetings between IT coordination and liaison officers and the head of the IT unit are held whenever necessary. The head of the IT unit keeps the IT coordination and liaison officers fully informed of all requests that might arise on a bilateral basis (e.g. major requests introduced via the IT Helpdesk).

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**Appendix 7e)**

**Technical arrangements for cooperation: the operation of the libraries**

**1. Cooperation between the two Committees' libraries will involve:**

* Briefing requests to the EPRS will be done separately, even if in the same format and with transparency (requests and results to be published in a common file on each Committee's intranet) in order to avoid double requests.
* The software for collections management (library management system), as well as a "resources discovery system" in the framework of a call for tenders to be launched by the European Commission, which is to replace ALEPH in 2017;
* The management of newspapers for the newspapers and periodicals area and the relevant electronic platforms;
* A reorganisation of the joint space with the creation of an EESC library reading room, a CoR Multimedia Centre and exploring possibility of a joint video room. [[14]](#footnote-15)

**2. Implementing measures:**

* Each Committee will assign the required staff with the necessary specialised expertise to guarantee the technical management of electronic resources such as "cataloguing of collections" and tools management, with the necessary back-up.
* The two Committees will each ensure an appropriate financial management for all joint activities, including the preparatory work and the follow-up of calls for tenders and contracts, and agree annually on the financial resources that they will make available to the library.
* The two Committees will meet at Head of Unit level at least 6 times a year to monitor the implementation of this technical arrangement, as well as to discuss and agree upon any change in the financial and human resources having an impact on the implementation of this arrangement. They will also exchange information on their collections and future developments in order to avoid duplication.

**3. Transition period:**

* The joint space will be reallocated on the basis of a shared project approved by both Committees;
* Access to the library reading room will continue to be provided by cooperation between the two Committees by means of a joint rotation until the complete reallocation of space under this arrangement.
* The Aleph database and software will be jointly managed until replacement, scheduled for 2017.

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**Appendix 7f)**

**Technical arrangements for cooperation: health services**

The objectives of increased cooperation between the health services of the two Committees are to:

* establish an overall socio-medical policy for both Committees that meets both the common and the specific interests of the two Committees. This is a must in a context where a large proportion of staff work in Joint Services
* foster an integrated approach to health and welfare issues by involving all stakeholders concerned
* fulfil legal requirements (including those of the host state) regarding psycho-social prevention and well-being in the workplace
* make rational use of the human and financial resources of each Committee
* strengthen information sharing and inter-service cooperation and synergies in order to offer the best possible service to members and staff
* support and preserve the image of the Committees as bodies which strive to seek synergies and professionalise their administration in all areas.

The collaborative structure will be designed as follows[[15]](#footnote-16):

The two medical and social services will remain two distinct administrative structures. They will nevertheless work closely together and

* establish an annual common work programme detailing common and separate actions and measures
* establish a common planning of staff presence and rota systems as well as stand-by arrangements and a common emergency procedure
* share equipment in all possible areas (e.g. coordinated purchase and sharing of equipment and medicine; joint /parallel digitalisation of files)
* common organisation of events whenever possible;
* generate operational synergies (e.g. joint management of appointments; joint communication to staff; share external staff when needed)
* share information in a structured manner (regular and structured meetings with the presence of relevant stakeholders)
* share and alternate collaboration with other institutions and participation in joint bodies.

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**Appendix 7g)**

**Technical arrangements for cooperation: Pre-press**

**1. Introduction**

Integrating "pre-press" activities into the mainstream publication workload of the two Committees has provided value-added to both Administrations, guaranteeing a level of service even higher than the previous one.

**2. Technical support, maintenance and supply of pre-press material**

The Joint Services' IT unit is responsible for providing and maintaining hard- and software that EESC and CoR may request for graphic designer workstations and related IT infrastructure like network, data storage and peripherals.

In this context the following distribution of tasks is agreed:

* *Joint IT unit:*

The IT service will be responsible for technical issues such as software installation and upgrades, security backups in accordance with the unit's data storage policy, adherence to software licensing laws, security of data from internal and external attacks, smooth running of all ICT (Information Communication Technologies) systems including anti-virus software, print services and e-mail provisions and managing crisis situations (including quick troubleshooting on an *ad hoc* basis). Furthermore, the IT service shall administer the appropriate budget lines to ensure the payment of license and maintenance fees and, in case of the need procure additional equipment, undertake to carry out the necessary financial procedures and formulate appropriate technical specifications.

Due to the high volume of work at the studio, the IT service needs to guarantee an optimal running environment throughout the year. Should a business-impacting problem arise, the IT service should be able to provide an adequate solution in a very short space of time, regardless of the scale of the problem. The IT service should be able to request help from external sources with appropriate specialist knowledge.

* *EESC and CoR Pre-press Services:*

The two teams will evaluate and recommend technologies and products to be used, troubleshoot equipment or services, define policy on digital asset system procedures, stay abreast of emerging technologies affecting production, develop procedures which ensure brand consistency and streamlined workflow, ensure that ICT facilities meet the needs of individuals and projects, work on the sharing of new technology and ideas for the continuing development of the pre-press team, also in order to express specific needs to be taken into account in future calls for tenders.

* *Equipment*

All hard- and software components acquired by the Joint Services IT unit shall continue to be owned and managed by that unit. Both pre-press services have equal access.

**2.3 Joint Printshop/Distribution unit**

The joint Printshop/Distribution unit shall be responsible for ensuring efficient and timely production and smooth follow-up of all publication work with the respective main services of both Institutions and efficient delivery of final publication products. The CTP (Computer to plate) function, including its immediately adjacent software environment (Heidelberg Prinect packages) shall continue to be carried out by this unit. The joint Printshop/Distribution unit should continue to be the main consultant and interlocutor for the services of both Institutions throughout this process.

**2.4 Cooperation**

In the event of "peak" situations which may arise, the respective pre-press teams of both Institutions under the direct responsibility of the respective heads of unit and the supervision of the respective directors, engage in assisting each other and deploy their best efforts to face up to crisis situations for ensuring continuity, efficiency and generally providing services of high quality.

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**Appendix 7h)**

**Technical arrangements for cooperation: Reception and paper mail distribution**

**1. Principles of cooperation**

## First principle: the Committee of origin has priority

Each service/team will give priority in its work to its Committee of origin.

## Second principle: commitment to maximum cooperation

Each service is committed to working in a spirit of cooperation, according to the principles set out in Articles 2 and 5 of this Cooperation Agreement, and to providing the maximum level of support possible to the service/team of the other Committee.

## Third principle: compensation

Any (human or technical) resources made available by one Committee to the other must be accurately accounted for, including overtime and compensatory leave; this may require issuing of debit notes..

# **2. Cooperation of reception services**

Each reception desk is staffed by its Committee.

Reception services cooperate with each other according to the principles set out in paragraph 1 and exchange information relevant to their tasks.

**3. Cooperation in paper mail distribution**

#### **3.1 Sorting office**

Sorting shall be done per Committee, with the arrival of two separate sets of post. The sorting office is equipped for distinct sorting.

## **3.2 Distribution of post**

Post shall be distributed by the services in charge of mail distribution per Committee. In addition, the staff in charge of mail distribution operate on the Joint Services' floors and distribute the post according to a rotation system agreed at service level and providing for due compensation.

Operational synergy effects and active cooperation between the teams will be sought.

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**Appendix 7i)**

 **Technical cooperation arrangements: translation**

These technical cooperation arrangements relate to programming translation and managing the workload within each Committee and liaising with the other Committee and the Translation Directorate, *inter alia* by establishing a harmonised code of conduct and setting up a contact point in each Committee.

The two Committees undertake to cooperate fully with the contact points in the other Committee and with the Translation Directorate for the transparent exchange of data and information, including statistics on translation requests, by means of reciprocal access (read access) to requests (document type, number of pages, deadline) of the other Committee, without however having access to the documents themselves, and access to the Committees’ workflow software, including the statistical modules and capacity indicators.

# **1. Code of conduct**

The aim of establishing a code of conduct for translation requests, harmonised between the two Committees and the Translation Directorate, updated within 6 months after entry into force of this agreement, is to contribute to managed multilingualism by rationalising translation requests to improve the management of the Translation Directorate's workload. This code of conduct will be adopted by the secretaries-general, after consultation with the Cooperation Board.

The code of conduct aims, *inter alia*, to:

* establish categorisation of the documents with an order of priorities and/or urgencies and according to the treatment level authorised;
* establish a document typology providing for quality control corresponding to the documents' final destination;
* fix a ceiling for urgent requests (% of the total number of requests);
* reconcile the treatment of priority and urgent requests;
* establish timetables by category and document type, in accordance with the decisions and the politicies of each institution;
* define the language arrangements by document type;
* establish negotiation and decision-making procedures for exceptional or ad hoc deadlines and/or language arrangements;
* jointly manage Document Manager.

# **2. Contact points**

The two Committees shall each establish a contact point to act as a filter and be responsible for managing the programming of translations in their own Committee, in addition to the coordination and planning function in the Translation Directorate.The contact points also perform a liaison function between the Committees and the Joint Services and ensure a transparent flow of information between the two Committees.

In cooperation with the Translation Directorate, the contact point's tasks are to:

## 2.1 Act upstream of the Translation Management unit and linguistic units of the Translation Directorate in order to:

* contribute to drawing up the Committees' annual meetings schedule;
* evaluate the needs and demand for translations for the Committees;
* cooperate with the aforementioned services, in particular through recommendations, suggestions, statistics, and studies;
* make proposals for better practices, etc.

## 2.2 Ensure pro-active management of the translation demand specific to each Committee, in order to:

* + analyse the demand in a consistent manner;
* harmonise the practices within each Committee for streamlining internal procedures;
* ensure better use of the resources.

## 2.3 Monitor translation requests so as to authorise, amend or refuse non-priority translation requests in the event of problems, pursuant to the translation strategy and on the basis of a detailed analysis of actual needs; including, among others:

* the adoption of best practices;
* developing proposals for rationalising the language arrangements for the various categories of documents produced by each Committee and, in general, for making optimum use of language resources;
* preparing studies on the process of requesting translations (derogations, urgent cases, number of versions, etc.), based on statistics (such as Business Objects reports) that each Committee can access;
* addressing problems concerning translation requests.

The Translation Directorate shall brief the contact points regularly, and provide them with appropriate information and statistics for evaluating the actions it has undertaken.

## Exchange information with the Translation Directorate and with the translation programming service of the other Committee, in order to:

* balance the workload between the two Committees according to their respective timetables;
* optimise the workflow (deadlines, peaks in workload, reserved slots for priority and urgent documents, etc.).

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**Appendix 8**

**ROADMAPS**

**1. Offset printing**

For offset printing, the following roadmap was agreed:

* The two committees will define their publication and printing policies in full autonomy (CoR: September 2015; EESC: early 2016).
* Six months after the entry into force of the new cooperation agreement, a joint assessment will be done, analysing the consequences of these policies in terms of the economic viability of the offset printing section of the Joint Services.
* If the joint assessment reveals that in-house offset printing is not economically viable, phasing out will be launched and will take place gradually and in a holistic way, taking into account, inter alia, the social implications.
* Investments to maintenance and replacement of machines in offset printing shall not cause any further long-term commitments. Any such investment above EUR 35,000 will be decided on jointly by the two SGs.

**2. Entrance Hall**

A common concept of the entrance hall of the JDE building, preserving the identity of each Committee, shall be established according to the following roadmap:

* A call for tenders for an architectural study shall be launched before the end of October 2015.
* The result of this study shall be presented before the end of March 2016.
* The final decision about the future arrangement of the entrance hall shall be taken after consultation of the PMG during the first half of 2016.

Both Committees underline that security issues need to be seriously tackled, particularly the question of security for larger groups of visitors.

**3. Transformation of the libraries**

For the reorganisation, the following roadmap was agreed:

* A draft proposal for a coordinated concept for the future transformation of the two libraries sharing the space on JDE 1 was presented to the PMG on 7 May 2015
* Analysis of the organisational and financial consequences of the coordinated concept and development of a time schedule: by end of September 2015
* Autumn 2015: preparation of a draft budget dedicated to the libraries' activities for 2017
* 2016 and 2017: gradual roll-out of the coordinated concept
1. For further details see appendix 4. [↑](#footnote-ref-2)
2. The names of the services mentioned in Section 2 of the current agreement are based on the joint services' establishment plan in place when the agreement was finalised and in no way pre-empt any future establishment plan that may arise out of this agreement. [↑](#footnote-ref-3)
3. As for offset printing, see the roadmap in Appendix 8. [↑](#footnote-ref-4)
4. Specific technical cooperation arrangements for the following departments and functions: meeting scheduling; use of the JDE meeting rooms on the fifth floor (for which the CoR has priority), on the sixth floor (for which the EESC has priority), meeting room 70 and other meeting rooms with interpreting booths (such as the VMA etc.); cooperation between the health services; cooperation on library-related matters; cooperation in mail distribution; cooperation between the pre-press services; and cooperation on translation planning. [↑](#footnote-ref-5)
5. Footnote 2 also applies mutatis mutandis. [↑](#footnote-ref-6)
6. Not exceeding 3 posts per Committee per year. [↑](#footnote-ref-7)
7. The effect of the merging of language units will be established after the evaluation of the pilot project. [↑](#footnote-ref-8)
8. Without prejudice to this agreement, the CoR points out that, in 2015, it used the efficiency gains resulting from the new target sizes in order to enable the transfers to the EPRS and in order to free up posts for the 1% staff reduction in 2016. [↑](#footnote-ref-9)
9. After deduction of the 1% staff reduction in 2017, a total of 46 posts is due to be effectively redeployed in order to reach the target sizes set out in paragraph 2 (to be updated on 1 January 2016). These 46 posts would be distributed over the three years as follows:

|  |  |  |
| --- | --- | --- |
| *50%* | *30%* | *20%* |
| Year 1 | Year 2 | Year 3 |
| 23 | 14 | 9 |

 [↑](#footnote-ref-10)
10. At the time of the signing of this agreement, the buildings are: JDE, BVS, REM, B68, TRE and VMA. [↑](#footnote-ref-11)
11. The names of the services mentioned in Section 2 of the current agreement are based on the joint services' establishment plan in place when the agreement was finalised and in no way pre-empt any future establishment plan that may arise out of this agreement. [↑](#footnote-ref-12)
12. When the agreement was finalised, these were the Jacques Delors, van Maerlant, Rue de Trèves 74, Bertha von Suttner, Rue du Remorqueur, and Belliard 68 buildings. [↑](#footnote-ref-13)
13. As stipulated in Article 4, security is managed jointly by the security service from the directorate for Logistics. This includes the joint management of alert states in coordination with other Institutions. [↑](#footnote-ref-14)
14. Roadmap for this reorganisation see Appendix 8 [↑](#footnote-ref-15)
15. Further details of the reinforced cooperation between the health services are laid down in a separate agreement between the secretaries-general. [↑](#footnote-ref-16)