Article 7 – Entry into force

This Memorandum enters into force on the date of its signature by IMPEL and the Commission.

Article 8 – Termination

1. Either IMPEL or the Commission may decide unilaterally to terminate this Memorandum as and when they see fit.
2. The Memorandum will be deemed to be terminated either on a date to be mutually agreed between IMPEL and the Commission or, in the absence thereof, on the first day of the month following that during which either party has informed the other that it has decided to terminate the Memorandum.

Done at Brussels,

For the Commission
The Director-General of Environment

For IMPEL a.i.s.b.l.
The Chair of the Board

Karl FALKENBERG

Gerard WOLTERS
Memorandum of Understanding on Core Elements of Future Co-operation

between the Commission and IMPEL a.i.s.b.l.


(1) Convinced of the importance of contributing to protection of the environment through the effective implementation and enforcement of Community environmental law;

(2) Considering that Article 3(2) fourth indent of Decision No 1600/2002/EC of the European Parliament and of the Council of 22 July 2002 laying down the Sixth Community Environment Action Programme\(^1\) calls for action to improve the 'exchange of information on best practice on implementation including by the European Network for the Implementation and Enforcement of Environmental Law (IMPEL network)', as an effective means of 'encouraging more effective implementation and enforcement of Community legislation on the environment';

(3) Considering further that Recommendation 2001/331 of the European Parliament and of the Council of 4 April 2001 providing for minimum criteria for environmental inspections in the Member States (RMCEI)\(^2\) states that '(17) [...] the establishment by Member States in cooperation with IMPEL of reporting and advice schemes relating to inspectorates and inspection procedures would help to promote best practice across the Community';

(4) Aware of the positive contribution IMPEL can make in the context of the implementation of Article 50(2) of Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste\(^3\), which provides that 'Member States shall, by way of measures for the enforcement of this Regulation, provide, inter alia, for inspections of establishments and undertakings in accordance with Article 13 of Directive 2006/12/EC, and for spot checks on shipments of waste or on the related recovery or disposal', bearing in mind Article 50(5) of that Regulation, which stipulates that 'Member States shall cooperate, bilaterally or multilaterally, with one another in order to facilitate the prevention and detection of illegal shipments';

(5) Taking account of the transformation of IMPEL from an informal network into a legal entity in the form of an international non-profit association under Belgian law composed of environmental authorities in the EU Member States, EEA EFTA countries and acceding countries, which promotes the independent status of IMPEL and its full ability to act on its own;

(6) Mindful of the mutual benefits that close cooperation between IMPEL and the Commission could deliver,

\(^1\) OJ L 242, 10.9.2002, p.1
\(^2\) OJ L 118, 27.4.2001, p. 41
\(^3\) OJ L 190, 12.7.2006, p. 1
HAVE AGREED AS FOLLOWS:

Article 1 – Nature and Purpose

1. This Memorandum is based on the mutual understanding that close co-operation between the Commission and IMPEL can only be beneficial to the effective implementation and enforcement of Community legislation on the environment. It sets out the principal arrangements whereby such co-operation should take place.

2. Nothing in this Memorandum shall prejudice the manner in which the Statutes of IMPEL are applied and interpreted. IMPEL will work closely with the Commission while retaining full powers and responsibilities for its management and decisions and actions directed towards third parties.

3. Nothing in this Memorandum shall prejudice the manner in which the Commission determines its course of action on issues concerning the implementation and enforcement of Community legislation on the environment.

4. This Memorandum is by its nature not a contract and does not have any legally binding effect.

Article 2 – Advisory support and exchange of information

1. IMPEL will inform the Commission when preparing its Annual Work Programme, including all projects, and its Multi Annual Work Programme. Comments and proposals made by the Commission may be considered by IMPEL as appropriate.

2. The Commission will inform IMPEL of new policy initiatives and legislative developments including the planning and holding of public consultations as well as of new legislative proposals including the review of legislation, with special reference to practicability and enforceability considerations. IMPEL may take this information into account when preparing its Annual Work Programme and its Multi Annual Work Programme. Comments and proposals made by IMPEL may be considered by the Commission as appropriate.

3. IMPEL expertise on any issues pertaining to the practicability and enforceability of Community legislation on the environment could be made available for the best possible use by the Commission where IMPEL and the Commission find this possible and useful.

Article 3 – Commission participation as observer in IMPEL meetings, projects and other events

1. The Commission may attend meetings of the IMPEL General Assembly as an observer if the General Assembly so agrees and will be invited to attend also other relevant IMPEL meetings, such as Cluster meetings, project meetings, workshops or events dealing with the exchange of information on legislative developments and the implementation of Community environmental law. The Commission will not attend meetings devoted to the discussion of IMPEL’s management issues or such parts of meetings.

2. At least two meetings per year between the Commission and the IMPEL executive organ (the Board) will be held. The main purpose of the meetings will continue to
consist in the exchange of information and discussion as regards ongoing activities, in particular planned, running and completed projects (reports).

3. The Commission may participate in projects carried out by IMPEL. In no event may the participation of the Commission lead to its involvement in the management of IMPEL.

4. The Commission and IMPEL are entitled to expect timely submission of preparatory documents and communications in connection with the activities of IMPEL, such as notices convening meetings, draft agendas, and the like.

Article 4 – IMPEL participation in Commission meetings and other events

1. IMPEL will co-operate with the Commission in the organization of Conferences on the implementation of Community environmental law, which will take place if possible every three years, starting in 2009.

2. IMPEL will be invited to Commission expert meetings and other events on various subjects relevant to IMPEL, in particular to meetings, workshops and other events dealing with enforceability and practicability issues and the improvement of environmental inspections.

Article 5 – Points of contact

1. The Commission department responsible for the environment (currently 'Directorate-General Environment') will be the correspondent of IMPEL. A point of contact (Director) will be designated within DG Environment to act as correspondent to IMPEL. Contact details will be communicated to IMPEL. The designated IMPEL Contact Point in DG Environment may appoint one or more representatives, whose contact details will also be communicated to IMPEL.

2. IMPEL will appoint a point of contact for communication with the Commission and inform the Commission (DG Environment) thereof.

3. Except when indicated otherwise, any official communication will take place between the IMPEL Contact Point and the Commission Contact Point.

4. The IMPEL Contact Point and the Commission Contact Point may mutually agree on communication channels other than that set out in paragraph 3 in respect of certain issues (for example responsible Commission officials vis-à-vis IMPEL project managers, or Commission representatives to Clusters vis-à-vis IMPEL Cluster Chairs, or a designated Commission Head of Unit vis-à-vis the IMPEL Chair of the Board) but will always copy such communication to both points of contact.

Article 6 – Internet site and transitional arrangement

1. The Commission will transfer to IMPEL, as soon as practicable, the maintenance and management of the current IMPEL website.

2. The Commission will continue hosting IMPEL’s website for free for a transitional period of no more than two years, until IMPEL is in a position to establish its own server and has sufficient financial resources to re-design the templates.

3. In the event of IMPEL deciding to set up and maintain internet-based sites, such as forums, which are not accessible to the public at large, it will ensure that the Commission has full access to any such sites as appropriate.