



COLLABORATION AGREEMENT

on cross-sectoral sharing and use of Whole Genome Sequencing and related data of foodborne pathogens for public health purposes between ECDC and EFSA

This agreement is concluded between

The European Centre for Disease Prevention and Control, hereinafter referred to as “ECDC”, represented for the purposes of the signature of this agreement by its Director, Pamela Rendi-Wagner

and

The European Food Safety Authority, hereinafter referred to as “EFSA”, represented for the purpose of the signature of this agreement by its Executive Director, Nikolaus Kriz,

hereinafter collectively referred to as the “Parties”.

The Parties have agreed to collaborate on the management and sharing of whole genome sequencing data from selected isolates of foodborne pathogens of human, food, feed, animal, and environmental origin for the detection and investigation of cross-border public health clusters and outbreaks.

Whereas

1. EFSA was established as a decentralised agency of the European Union (EU) by Regulation (EC) No 178/2002 of the European Parliament and of the Council of 28 January 2002 laying down the general principles and requirements of food law[1], as amended by Regulation (EU) 2019/1381[2];

2. ECDC was established as a decentralised agency of the European Union by Regulation (EC) No 851/2004 of the European Parliament and of the Council of 21 April 2004 establishing a European Centre for Disease Prevention and Control, as amended by Regulation (EU) 2022/2370 of the European Parliament and of the Council of 23 November 2022[3];

3. EFSA and ECDC signed a revised Memorandum of Understanding[4], which entered into force on 3 May 2021, aiming at enhancing the co-operation between both agencies on matters of mutual interest in particular through efforts of information exchange, and increased co-operation;

4. EFSA and ECDC have engaged in two collaboration agreements, the first dated 12 April 2016, on the management and sharing of molecular typing data of isolates from human, food, feed, animal, and the related environment for public health purposes, and the second which replaced the first and entered into force on 28 June 2022[5];

5. The ECDC-EFSA One Health WGS system developed under the second collaboration agreement consists of two interconnected platforms, one hosted by ECDC (hereinafter "ECDC WGS System") and the other by EFSA (hereinafter "EFSA WGS System"), each dedicated to collect and analyse WGS data of *Salmonella enterica, Listeria monocytogenes, Escherichia coli*, including Shiga toxin producing *E. coli* (STEC), *Campylobacter jejuni* and *Campylobacter coli* obtained from humans (in ECDC), and food, feed, animals and related environment (in EFSA). The platforms automatically exchange Microbiological and Epidemiological Data, continuously generating analytical reports, such as trees and maps, accessible to Nominated Users from Member States through a secure, controlled-access workflow;

6. ECDC is managing a network of nominated epidemiologists and microbiologists with special expertise in foodborne diseases through the European Food- and Waterborne Diseases and Zoonoses network (FWD-Net). These experts contribute to the development of EU level surveillance including submission of human data to the European surveillance portal for infectious diseases (EpiPulse), which includes a system for collection, validation, analysis and dissemination of human communicable disease data, covering also molecular typing data;

7. EFSA established a Network for the Zoonoses Monitoring Data[6], in accordance with the Decision of the Management Board of EFSA on the establishment and operations of networks[7]. Within that Network, a subgroup was formed, specifically tasked with assisting EFSA in the collection, sharing, and utilisation of WGS data across Member States through the EFSA WGS System;

[1] Regulation (EC) No 178/2002 of the European Parliament and of the Council of 28 January 2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety, OJ L 31, 01/02/2002, p. 1-24, as last amended.

[2] Regulation (EU) 2019/1381 of the European Parliament and of the Council of 20 June 2019 on the transparency and sustainability of the EU risk assessment in the food chain and amending Regulations (EC) No 178/2002, (EC) No 1829/2003, (EC) No 1831/2003, (EC) No 2065/2003, (EC) No 1935/2004, (EC) No 1331/2008, (EC) No 1107/2009, (EU) 2015/2283 and Directive 2001/18/EC, OJ L 231, 6.9.2019, p. 1–28.

[3] Regulation (EC) No 851/2004 of the European Parliament and of the Council of 21 April 2004 establishing a European Centre for disease prevention and control, OJ L 142, 30/04/2004, , as last amended.

[4] Available at: https://www.efsa.europa.eu/sites/default/files/2021-05/efsa-ecdc-mou-signed.pdf.

[5] "Collaboration Agreement on the management and sharing of molecular typing data of isolates from human, food, feed, animal, and the related environment for public health purposes" available at: https://www.efsa.europa.eu/sites/default/files/2022-06/collaboration-agreement-molecular-typing-EFSA-ECDC-WGS-DataCollection.pdf.

[6] Terms of Reference of the EFSA SCIENTIFIC NETWORK FOR ZOONOSES MONITORING DATA available at: https://www.efsa.europa.eu/sites/default/files/science/Support/Data/Data_ToR_Zoonoses_Network.pdf.

[7] Decision of the Management Board concerning the establishment and operation of European Networks of scientific organisations operating in the fields within the Authority's mission, mb250327-a6, of 27/03/2025, available at: https://www.efsa.europa.eu/sites/default/files/corporate_publications/files/networksoperation.pdf.

8. Under Article 20 of Regulation (EU) 2022/2371 on serious cross-border threats to health[8], EFSA and ECDC, together with other EU agencies, contribute to EU-level risk assessments shared via the Early Warning and Response System (EWRS) when a public health threat meets the criteria of Article 19(1). Whole Genome Sequencing (WGS) is an efficient molecular typing methodology enhancing the surveillance and monitoring of emerging health threats and epidemiological investigations of clusters and outbreaks caused by foodborne pathogens. The EFSA BIOHAZ Panel has published an opinion on WGS and metagenomics for outbreak investigation, source attribution and risk assessment of foodborne microorganisms[9]. ECDC has published an expert opinion on WGS for public health surveillance[10];

9. In 2025 the Commission Implementing Regulation (EU) 2025/179[11] (hereinafter "EC IR 2025/179"), implementing Directive 2003/99/EC[12], clarified how Member States are required to collect isolates of *Salmonella enterica*, *Listeria monocytogenes*, *Escherichia coli*, *Campylobacter jejuni*, and *Campylobacter coli* from food, animals, feed, and related environmental samples when these are associated with, or suspected to be associated with, a foodborne outbreak. Member States have to carry out WGS on at least one isolate of each serovar, biotype or molecular type of the abovementioned collected isolates, in an official laboratory which is referred to in Article 37 of Regulation (EU) 2017/625[13] and which is accredited for this method according to ISO 17025. The results of the WGS must be transmitted to EFSA. Within the One Health WGS System, EFSA and ECDC can compare the results from WGS on isolates of those pathogens collected, in accordance with EC IR 2025/179, with the results from WGS of human isolates communicated to ECDC in accordance with Article 13(3)(d) of Regulation (EU) 2022/2371. Such comparisons enable the identification of the source of an outbreak and of the affected consignments when combined with data from epidemiological investigations;

10. In accordance with Regulation (EU) 2022/2371 on serious cross-border threats to health, and in particular Article 15 on EU reference laboratories (EURLs), and Commission Implementing Regulation (EU) 2024/2959 of 29 November 2024 designating European Union reference laboratories (EURL) for public health on food- and water-borne bacteria; on food-, water- and vector-borne helminths and protozoa, and on food, and water-borne viruses, and in particular Annex I, Article 2 (e), the EURLs are responsible for participating in expert committees including the Advisory Board, with ECDC and EFSA, on the management and sharing of molecular typing data of isolates from human, food, feed, animals and the related environment in order to provide expert advice within the field of the EURL.

11. On 2 March 2026, the European Union and Switzerland signed a broad package of agreements intended to strengthen collaboration in a range of sectors, including agriculture and health. Parties recognise that ratification of these agreements is outstanding, and may lead to a change in Switzerland's involvement in WGS data collection covered by the present Agreement, which will be reflected in the Annexes of the present Agreement as appropriate.

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[8] Regulation (EU) 2022/2371 of the European Parliament and of the Council of 23 November 2022 on serious cross-border threats to health and repealing Decision No 1082/2013/EU OJ L 314, 6.12.2022, pp. 26–63.

[9] EFSA BIOHAZ Panel (EFSA Panel on Biological Hazards), Koutsoumanis K, Allende A, Alvarez-Ordo~nez A, Bolton D, Bover-Cid S, Chemaly M, Davies R, De Cesare A, Hilbert F, Lindqvist R, Nauta M, Peixe L, Ru G, Simmons M, Skandamis P, Suffredini E, Jenkins C, Malorny B, Ribeiro Duarte AS, Torpdahl M, da Silva Felìcio MT, Guerra B, Rossi M and Herman L, 2019. Scientific Opinion on the whole genome sequencing and metagenomics for outbreak investigation, source attribution and risk assessment of food-borne microorganisms. EFSA Journal 2019;17(12):5898, 78 pp. https://doi.org/10.2903/j.efsa.2019.5898.

[10] European Centre for Disease Prevention and Control. Expert opinion on whole genome sequencing for public health surveillance. Stockholm: ECDC; 2016.

[11] Commission Implementing Regulation (EU) 2025/179 of 31 January 2025 on the collection and transmission of molecular analytical data within the frame of epidemiological investigations of food-borne outbreaks in accordance with Directive 2003/99/EC of the European Parliament and of the Council OJ L, 2025/179, 3.2.2025, ELI: http://data.europa.eu/eli/reg_impl/2025/179/oj

[12] Directive 2003/99/EC of the European Parliament and of the Council of 17 November 2003 on the monitoring of zoonoses and zoonotic agents, amending Council Decision 90/424/EEC and repealing Council Directive 92/117/EEC OJ L 325, 12.12.2003, pp. 31–40.

[13] Regulation (EU) 2017/625 of the European Parliament and of the Council of 15 March 2017 on official controls and other official activities performed to ensure the application of food and feed law, rules on animal health and welfare, plant health and plant protection products, OJ L 95, 7.4.2017, pp. 1–142, as last amended.

The Parties have agreed as follows:

Article 1. Objectives of the collaboration agreement

1. The purpose of this agreement is to specify the terms of collaboration for the management and sharing of 'Data', as defined in Article 3 of the present Agreement, of foodborne pathogen isolates from human, food, feed, animals and the related environment, collected by ECDC, in accordance with Article 13(3)(d) of Regulation (EU) 2022/2371 and by EFSA, in accordance with Article 33 of Regulation (EC) No 178/2002 and Article 2 of and EC IR 2025/179.
2. The purpose of sharing these Data is to support the ECDC epidemiological and genomic surveillance of communicable diseases within the scope of this agreement and enhance outbreak detection and investigation by enabling identification of microbiological links between isolates of human and food, feed, animals and related environment origin, and subsequently to support EU level actions for prevention and control of cross-border foodborne outbreaks. The purpose is also to enable nominated Member States' experts to explore the data they have shared in the dedicated platform within the context of other countries' data to support national outbreaks and event investigations.
3. This agreement furthermore specifies the data ownership, availability, transfer, access, analysis, use and publication with the aim of ensuring a common understanding and approach across multi-sectoral stakeholders and Data Providers from EU/EEA Member States, ECDC, EFSA and EC. The collaboration with Switzerland [14] and Northern Ireland is further detailed in **Annex V** since cooperation may evolve in the future.

Article 2. Scope of application

This agreement applies to the collection, management, transfer, analysis, storage and sharing of 'Data' on isolates of foodborne pathogens, as defined in Article 3 and further detailed in Annexes II and III, from human, food, feed, animals, and the related environment for purposes as described in Article 1(2) of the present Agreement.

Article 3. Definitions

For the purpose of this agreement:

'**Data**' means the complete set of information officially provided by the appointed 'Data Provider' to ECDC and EFSA. It comprises 'Microbiological Data', including 'WGS' and 'Typing Data' as well as 'Epidemiological Data'.

'**Data Provider**' means any natural or legal person submitting the 'Data' to EFSA or ECDC, in accordance with the legal requirements.

'**Data Owne**r' means the legal or natural person having intellectual property rights in relation to 'Data'. This may be the 'Data Provider', unless the data are owned by a different legal entity based on, for example, a separate agreement or contractual arrangement.

'**ECDC's Food- and Waterborne Diseases and Zoonoses Network**' (FWD-Net) is a network of Member State contact persons that, among others, provide data on food- and waterborne diseases and zoonoses to ECDC.

'**EFSA's Network on Zoonoses Monitoring Data**' and its subgroups are a pan-European network of national representatives and international organisations which assist EFSA by gathering and sharing information on WGS data of zoonotic agents in their respective countries[15].

[14] The cooperation with Switzerland only concerns EFSA at the moment of signature of the present Agreement and may change in the future. Should the EU-Swiss relationship evolve, leading to direct exchanges with ECDC, this Annex V will be amended accordingly.
[15] https://www.efsa.europa.eu/sites/default/files/science/Support/Data/Data_ToR_Zoonoses_Network.pdf.

'**Epidemiological Data**' means the data and information obtained from isolates of foodborne pathogens, the samples originating from human, food, feed, animal and related environmental samples. This includes, for example, temporal and geographical information and other descriptions of the source of the isolate such as age and gender (for human-origin isolates) or the type of food from which the sample was taken (for non-human-origin isolates).

'**EpiPulse Events**' is the European surveillance portal for infectious diseases that ECDC and nominated users from Member States or additional participating non-EU countries use to share information on potential and actual threats. Access can also be granted to DG SANTE, within food safety and public health, WHO Euro and nominated national food safety users, including the EURLs within food safety.

'**EpiPulse Cases**' is an EpiPulse functionality for the collection, validation, analysis and dissemination of data to which all EU Member States and European Economic Area (EEA) countries report their available data on communicable diseases. EpiPulse includes the Molecular Typing Tool platform where the reported WGS data with associated epidemiological data can be visualised and explored by nominated users.

'**Foodborne outbreak**' means an incidence, observed under given circumstances, of two or more human cases of the same disease and/or infection, or a situation in which the observed number of cases exceeds the expected number and where the cases are linked, or are probably linked, to the same food source (as defined in Directive 2003/99/EC).

'**Microbiological Data**' means the data generated by the application of all methods for characterising microbial isolates, and includes 'Whole genome sequencing' and 'Typing Data'.

'Public Data' means genome sequences retrieved directly by the Parties from International Nucleotide Sequence Database Collaboration repositories and not formally provided to ECDC and EFSA by the appointed 'Data Providers'.

'**Typing Data**' means the data characterising a bacterial isolate derived from the bioinformatic analysis of WGS data or generated by other analysis techniques.

'**Nominated Users' (hereafter called 'Users')** refers to specific persons nominated by the Member States' competent authorities for food/feed, or from an official laboratory which is referred to in Article 37 of Regulation (EU) 2017/625 and which is accredited for this method according to ISO 17025, and Member States' public health authorities, including national reference laboratories, or laboratories with a reference function. The nomination includes the assignment of specific access rights, per pathogen, to the ECDC-EFSA One Health WGS System.

'**ECDC-EFSA One Health WGS system**' refers to the system used to collect and analyse the Data and ensure the interconnection between two platforms, one hosted by ECDC and the other by EFSA. The platforms exchange Microbiological and Epidemiological Data, continuously generating analytical reports, such as trees and maps, accessible to Nominated Users from Member States through a secure, controlled-access workflow. The access and users' rights are defined in Annex II and Annex III.

'**Procedure**' means a list of instructions to facilitate an analysis, aimed at producing or interpret 'Typing Data' within the context of the present agreement.

Whole genome sequencing ('WGS') is a high-resolution molecular technique used for rapid identification, typing and clustering of microorganisms. It connects isolates of foodborne pathogens from humans, food, animals, feed, and environments, enabling comprehensive characterization—including virulence factors and antimicrobial resistance traits—while aiding outbreak analysis and tracking emerging health threats.

Article 4. Advisory Board

1. The Parties may be supported, for matters of a scientific and technical nature, by the 'Advisory Board on the collection and management of Molecular Typing Data from human, animal, food, feed and the related environmental isolates' (hereinafter referred to as 'Advisory Board'). The Advisory Board serves as a technical consultative structure established jointly by EFSA and ECDC to provide technical and scientific advice on issues related to the data and data management under this Agreement. The Parties to the present agreement decide whether or not to take into consideration the advice provided by the Advisory Board.
2. The composition, tasks, and operational modalities of the Advisory Board are detailed in Annex IV, which forms an integral part of this Agreement.
3. EFSA and ECDC may convene meetings with the Advisory Board as needed to support the implementation of this Agreement, ensuring that its activities remain within the scope and mandate of the Parties.

Article 5. Cooperation activities

In accordance with their respective Founding Regulations, the Parties agree to cooperate in order to facilitate the proper use and management of the Data in the ECDC-EFSA One Health WGS system. Tasks to be performed by the respective Parties are listed below and are performed as detailed in Annex II on Technical Specifications on the One-Health System and Annex III regarding the Protocol for collaboration among the Parties to the present Agreement.

1. Parties shall coordinate the collection of the Microbiological Data and Epidemiological Data on foodborne pathogens isolated from human samples (ECDC), and food, feed, animal and the related environment samples (EFSA), transmitted by the Data Providers through the respective WGS system;
2. Parties shall store the Data in the respective WGS system and guarantee their integrity, security, safety and confidentiality in accordance with the respective applicable legal frameworks, including the protection of commercially sensitive information and personal data under Regulation (EU) 2018/1725;
3. Parties shall make the data stored in the respective WGS system accessible for queries by the Parties and make the shareable data available within the agreed timeframe, as defined in Annex II. Valid data shall only refer, on *a per isolate* basis, to Data that have successfully passed automated validation rules applied upon submission. Any Data that did not pass this validation will not be made accessible;
4. The Parties may retrieve and store Public Data in their respective WGS systems, in line with their remits, for the purpose of populating databases and enabling more comprehensive analyses.
5. Parties shall perform analysis and interpretation of Data using agreed, comparable and interoperable bioinformatic methodology and update, when appropriate, the scientific parameters used;
6. ECDC shall have the leading role on the analysis and interpretation of Data from human isolates;
7. EFSA shall have the leading role in the analysis and interpretation of Data from food, feed, animals and the related environmental isolates;
8. Parties shall use a harmonised procedure for communicating results to relevant stakeholders (i.e., Member States and the EC) and cooperating with them to enhance the response to foodborne outbreaks at the EU level, according to Annex III.
9. Specific terms for collaborating with other countries are detailed in Annex V.

Article 6. Data ownership and intellectual property

1. Sharing the Data between the Parties under this agreement does not affect the ownership or existing intellectual property rights and copyrights. Each Party may use the Data for carrying out analysis as permitted by the terms of the present agreement, in accordance with their respective mandates.
2. For what concerns Data on isolates from food, feed, animals and the related environment submitted under the present agreement:
    a. The EC is the owner of the Data resulting from testing performed under the budget of the European Union Reference Laboratories (EURLs) or projects (co-) financed by the EC, without prejudice to data ownership provisions laid down in other agreements;
    b. The Member States or EEA countries, or any other reporting country mentioned in Annex V, own the Data resulting from testing performed by National Reference Laboratories (NRLs) or other official laboratories under national budgets.
    c. Food business operators may also submit data on isolates of the pathogens referred to in Article 1(1) of EC IR 2025/179. They may indicate who is the owner of the data they submit to Member States competent authorities.
3. Neither Party nor user can claim any intellectual property rights on discoveries, detections or inventions stemming from the use, analysis or results of the Data or information shared by Data Providers for the purpose of this agreement.

Article 7. Data sharing and access

1. The Parties shall share in the ECDC-EFSA One Health WGS System, Data received from their Data Providers according to the specifications laid down in Annex II.
2. The Parties shall grant access to the Data to Users in their respective WGS systems according to visibility rules laid down in Annex II and Annex III.
3. Without prejudice to rules on public access to documents, in particular stemming from Regulation (EC) No 1049/2001[16] and Regulation 1367/2006[17], the Parties may not disclose Data to any third party, other than the Users as defined in the present agreement and specified in Annex III, after obtaining prior agreement of the Data Providers.
4. In case ECDC receives a request under Regulation (EC) No 1049/2001, to disclose data of non-human origin stored in the ECDC WGS system, it will consult EFSA, which will cooperate in the processing of the request, in accordance with this Regulation.
5. In case EFSA receives a request under Regulation (EC) No 1049/2001, to disclose data of human origin stored in the EFSA WGS system, it will consult ECDC, which will cooperate in the processing of the request, in accordance with this Regulation.

[16] Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43-48.
[17] Regulation (EC) No 1367/2006 of the European Parliament and of the Council of 6 September 2006 on the application of the provisions of the Aarhus Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters to Community institutions and bodies, OJ L 264, 25.9.2006, p. 13–19.

Article 8. Data use and publication

1. The Parties will use the Data, in the context of the present agreement, to conduct cross-sectoral microbiological cluster analysis. The Data will be collected and stored in the ECDC-EFSA One Health WGS system. The cross-sectoral analysis of the Data will focus on foodborne pathogen isolates deriving from human, food, feed, animals, and the related environmental samples for performing joint assessments and related outputs, e. g. ECDC-EFSA Rapid Outbreak Assessments and routine monitoring and cluster assessments. Additionally, the Data may be used to assist and/or support investigation during cross-border foodborne outbreaks, as specified in EC IR 2025/179. Data can also be explored by nominated country experts to support national outbreak investigations.
2. Parties shall restrict any other use of Data to uses in line with their respective remits, and the terms of the present agreement. Any analysis or further use of the Data shall be done by means of aggregated overview reports and summaries in accordance with each Party's mandate.
3. The Parties must obtain the consent of the Data Providers, who, if required, will seek the consent of the Data Owners before any publication of the Data or any work reproducing or using the Data, unless the use and publication are specifically authorised in:
    a. Separate contractual agreements laying down mutual consent of contracting parties, including the Data Owners and/or Data Providers.
    b. Applicable legal acts.

    Consent shall be considered obtained when no reply is given by a Data Provider within 14 calendar days. However, in case of a reply, the reply will be shared among Parties.
4. Without prejudice to Paragraphs 1 and 2, any use or publication of human data combined with non-human data must be agreed upon in advance by the Parties, including relevant content and respective responsibilities.
5. In case of publication of the Data from several or all Member States on isolates of foodborne pathogens from food, feed, animals and the related environment, in any situation not defined in Paragraph 1, the Standing Committee on Plants, Animals, Food and Feed (PAFF) will be consulted.

Article 9. Handling of the Data by the Parties and Information Security

1. The Parties shall treat with strict confidentiality any information, documents and Data collected or produced under the present Agreement that are identified as confidential by the Data Providers. For EFSA confidential treatment will be ensured in accordance with Articles 39 to 39e of Regulation (EC) No 178/2008 and EFSA's Practical Arrangements concerning Transparency and Confidentiality[18]. For ECDC confidential treatment will be ensured in accordance with Article 21 of Regulation (EC) No 851/2004, as amended.
2. Without prejudice to Articles 7 and 8 of the present agreement, the Data in the ECDC-EFSA One Health WGS systems shall be considered sensitive non-classified information in accordance with rules on information security applicable to EU institutions, bodies, offices and agencies[19]. Such data may not be shared with third parties except as laid out in this agreement or following a legal obligation to disclose under Articles 7 and 8 of this Agreement. Annex II describes which Data are stored in the respective ECDC and EFSA molecular typing systems and how authorised users have access. Data shall be handled by persons who are bound to at least one of the Parties by confidentiality obligations.

[18] Decision of the Executive Director of the European Food Safety Authority Laying down practical arrangements concerning transparency and confidentiality, ver. 2 - 18.01.2021, available at https://www.efsa.europa.eu/sites/default/files/corporate_publications/files/210111-PAs-transparency-and-confidentiality.pdf

[19] Regulation (EU, Euratom) 2023/2841 of the European Parliament and of the Council of 13 December 2023 laying down measures for a high common level of cybersecurity at the institutions, bodies, offices and agencies of the Union *OJ L, 2023/2841*. See also EFSA's Information Management Policy, of 23 May 2024, Pol 004, https://www.efsa.europa.eu/sites/default/files/2023-11/information-management-policy.pdf.

3. ECDC and EFSA process personal data of users of the ECDC-EFSA One Health WGS System, and the Data stored therein, in accordance with applicable data protection rules. Both institutions are subject to Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the EU institutions, bodies, offices and agencies and on free movement of such data ('the EDPR')[20] .
4. Under no circumstances will ECDC or EFSA attempt to re-identify individuals from the personal data processed in the ECDC-EFSA One Health WGS System.
5. The Parties and any data subject concerned shall have the right to access, rectify and delete their personal data and may raise queries on the processing of personal data with the controller.
6. The Parties shall guarantee the security of their respective components of the ECDC-EFSA One Health WGS system by implementing appropriate technical and organisational measures to ensure a level of protection proportionate to the risks posed by the nature of the Data. These measures shall follow the information security rules applicable to each Party[21].

Article 10. Settlement of disputes and applicable law

1. The law applicable to the present agreement is EU law.
2. In case of dispute on the implementation of this agreement, the Parties shall seek an amicable solution. If this is not possible, the Court of Justice of the EU shall have the sole jurisdiction to decide on any dispute.

Article 11. Working language and communications

1. For the purpose of the present Agreement, the working language will be English.
2. All communications shall be in writing and in an electronic format.

Article 12 Responsible units or sections

1. The units or sections identified in Annex I are intended to be responsible for communications under this Agreement.
2. Each Party will notify the other Party of any changes to their respective Annex I entries.
3. The updating of such administrative aspects does not constitute a formal amendment to the provisions of this Agreement.

Article 13. Amendments

1. This agreement may be amended at any time by mutual written consent of the Parties.
2. The provisions contained in the Annexes to the present agreement may be periodically reviewed and revised by the Parties where appropriate. The Parties agree that revisions of the Annexes shall not require a formal amendment of the agreement. However, such revisions have to be mutually agreed by the Parties and shall not affect any material provision of the present Agreement or create new obligations upon the Parties.

[20] Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ 21.11.2018, L 295/39.
[21] EFSA Information Management Policy, EFSA/CORSER/MAY_POL_004_2024, 23 May 2024,op.cit.

Article 14. Termination of the Collaboration Agreement

1. This agreement may be terminated by either Party notifying the other Party in writing of its intention to do so, six months in advance.
2. In case of termination, the provisions regarding intellectual property, confidentiality and publications of Data shall remain applicable thereafter.
3. In case of termination, Parties agree to coordinate the cessation of the activities in a cooperative and timely manner.

Article 15. Entry into force of the Collaboration Agreement

1. This agreement replaces the existing Collaboration Agreement on the management and sharing of molecular typing data of isolates from human, food, feed, animal, and the related environment for public health purposes concluded between EFSA and ECDC, which took effect on 28 June 2022. Therefore, the latter collaboration agreement hereby terminated by mutual agreement of the Parties.

2. The present agreement will take effect on the date of its last signature by the representatives of the two Parties and will remain in effect for a period of five years. It is automatically renewed for another five years if there are no objections from the Parties.

Signature

Done in two originals in English.

ECDC Director	**EFSA Executive Director**
Pamela Rendi-Wagner Digitally signed by: JOY PAMELA RENDI-WAGNER Date: 2026-11-19 14:43:40 UTC **Date:**	Nikolaus Kriz Nikolaus Georg Kriz Digitally signed by Nikolaus Georg Kriz Date: 2026.11.13 14:44:48 +01'00' **Date:**
Signature:	**Signature:**

EUROPEAN FOOD SAFETY AUTHORITY

Abbreviations

BIOHAZ	Biological Hazards
EC	European Commission
ECDC	European Centre for Disease Prevention and Control
EDPR	European Data Protection Regulation
EEA	European Economic Area
EFSA	European Food Safety Authority
EpiPulse	European surveillance portal for infectious diseases
EU	European Union
EURL	European Union Reference Laboratory
EWRS	Early Warning and Response System
FWD-Net	European Food- and Waterborne Diseases and Zoonoses network
ISO	International Organization for Standardization
IR	Implementing Regulation
NRL	National Reference Laboratory
PAFF	Standing Committee on Plants, Animals, Food and Feed
STEC	Shigatoxin-producing *Escherichia coli*
WGS	Whole Genome Sequencing

This list includes abbreviations used in the main body of the Agreement. Abbreviations appearing only in annexes are defined, where necessary, in the relevant annex.

List of Annexes

Annex I: Responsible units or sections of the Parties to the present Agreement

Annex II: Technical specification of the ECDC-EFSA One Health WGS System

Annex III: EU protocol for response to cross-border foodborne outbreaks

Annex IV: Advisory Board on the Collection and Management of Molecular Typing Data

Annex V: Collaboration with Switzerland and working practices with Northern Ireland