Memorandum of Understanding

on increasing cooperation

between

the European Union Agency for Railways (ERA)

and

the European Union Agency for Cybersecurity (ENISA)

I. Preamble

1. The railway sector is currently undergoing a digital evolution that changes its exposure to cyber risks. ENISA and ERA, with their specific competences and mandates in the respective areas, are key actors to provide guidance, methods and information to strengthen the railway sector's resilience and to increase its maturity in this evolving threat landscape.

2. This document is a Memorandum of Understanding ("MoU or "Memorandum") setting out the objectives and principles for increased cooperation between:

– **ERA**, established by Regulation (EU) 2016/796 of the European Parliament and of the Council[1], represented for the purposes of signature of this Memorandum of Understanding by its Executive Director, Mr Josef Doppelbauer; and

– **ENISA**, established by Regulation (EU) 2019/881 of the European Parliament and of the Council[2], represented for the purposes of signature of this Memorandum of Understanding by its Executive Director, Mr Juhan Lepassaar;

Hereinafter collectively referred to as "**the Parties**", or individually as "**the Party**".

3. This Memorandum of Understanding has been agreed in recognition of the objective of ERA as described in Article 2 of Regulation (EU) 2016/796, and in recognition of the objectives of ENISA as described in Article 4 of Regulation (EU) 2019/881.

4. This MoU is a statement of intent with non-binding, non-enforceable intentions declared therein. The Parties will fulfil their tasks under this MoU on a best-effort basis. This MoU does not affect in any way the sole

[1] Regulation (EU) 2016/796 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Railways and repealing Regulation (EC) No 881/2004, OJ L 138, 26.5.2016, p. 1–43.
[2] Regulation (EU) 2019/881 of the European Parliament and of the Council of 17 April 2019 on ENISA (the European Union Agency for Cybersecurity) and on information and communications technology cybersecurity certification and repealing Regulation (EU) No 526/2013 (Cybersecurity Act), OJ L 151, 7.6.2019, p. 15–69.

responsibility for the functions and powers assigned to ERA under Regulation (EU) 2016/796. This MoU does not affect in any way the duties of ENISA as an independent Agency under Regulation (EU) No 2019/881. This MoU does not impact activities and duties that either Agency carries out under Union law and does not modify or supersede any European Union law or any national laws nor does it affect any provisions under other multilateral or bilateral agreements in force and applicable to the Parties. The Parties agree that this MoU does not give rise to any legal entity.

II. Objectives

5. The Parties cooperate with each other and ensure synergies across relevant parts of their respective mandates as appropriate, following the principles set out in this MoU.

6. Furthermore, the Parties engage in structured cooperation seeking to improve cybersecurity for railways in the European Union, and in particular to:

a) promote a joint evidence-based approach to cybersecurity policy for railways in the European Union;

b) increase the cybersecurity capacity and skills of the railway sector through targeted actions.

III. Promoting cybersecurity policy for railways

7. The Parties will work jointly on the development and implementation of cybersecurity policy in the railway sector, including strategies for the European railway sector to address emerging requirements from the EU policy on cybersecurity.

8. ENISA will support the activities of ERA relating to increasing cybersecurity considerations in the common approach to safety and interoperability on the Union rail system. ERA will seek the advice of ENISA in order to identify gaps and potential improvements in cybersecurity for Common Safety Methods and Technical Specifications for Interoperability.

9. ENISA and ERA will collaborate to analyse the impact that cybersecurity certification may have in placing railway vehicles and vehicle types in the market and in issuing single safety certificates for railway undertakings. ERA will assist and collaborate with ENISA to analyse the applicability of EU cybersecurity certification schemes adopted and in preparation, to railway systems and, where applicable, adapting such certification schemes to meet the requirements of the railway sector.

10. ERA will support the activities of ENISA relating to the implementation of the NIS2 Directive[3] in the railway sector. In particular, ERA will assist ENISA on assessing the development of cybersecurity capabilities in the railway sector across the Union (NIS2 Directive Article 18), including:

(a) the assessment of the implementation of security measures by railway entities (NIS2 Directive Article 21),

[3] Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 (NIS 2 Directive), OJ L 333, 27.12.2022, p. 80-152.

(b) the assessment of reported incidents and the identification of good practises to address them, as well as

(c) the monitoring of the cyber threat landscape and situational awareness activities based on Open Source Intelligence Information.

IV. Cybersecurity capacity and skills of the railway sector

11. ERA will assist ENISA and act as an amplifier in the promotion of awareness raising programs applicable to railway stakeholders.

12. ENISA will support ERA by providing advice on ERA's skills programme and the ERA academy, when these relate to cybersecurity skills. The support will be part of ENISA's current activities through the European Cybersecurity Skills Framework (ECSF).

13. ERA will support ENISA in the execution of EU cyber exercises, if and when these involve railways. ERA will advise ENISA if and when the latter is developing capacity building initiatives that are relevant to railway professionals.

14. The Parties will examine the potential exchange or secondment of staff, in accordance with the applicable regulatory framework.

15. The Parties will co-organise joint events, such as their annual ERA-ENISA joint conference or the ERA webinars on railway cybersecurity topics.

V. Cooperation principles and modalities

16. The intended cooperation under this MoU encompasses in particular the following:

a. the proactive coordination and mutual exchange of good practices and expertise in areas of common interest;

b. the exchange of relevant information, in particular with regard to the sharing of test results and outcome of research studies carried out by either Party;

c. the facilitation and planning of the participation of ERA and ENISA experts in each other's activities.

17. The Parties will liaise regularly to identify opportunities on how to support each other's efforts on engaging, communicating and interacting with the relevant communities.

18. The Parties will seek to involve each other in relevant internal and external groups, platforms, and events as appropriate.

19. The Parties aim to meet at least once a year at the executive level to review matters related to their cooperation, to identify further areas and opportunities and to exchange views on main current and forthcoming cybersecurity challenges. Such meetings can be online.

20. The Parties appoint single contact points to coordinate their cooperation with regards to the terms of this Memorandum of Understanding and its implementation.

21. Further practicalities shall be decided and agreed by the competent Head of structural entities or operational units or teams, according to the internal organisation of each Party.

VI. Expenses

22. The Parties will bear their own costs arising from the implementation of this Memorandum of Understanding, unless agreed otherwise on a case-by-case basis.

VII. Confidentiality and data protection

23. The Parties will protect confidential and personal data in line with the relevant European Union rules. All confidential information must be clearly identified with suitable markings.

VIII. Application, duration and amendments

24. This Memorandum of Understanding applies as from the day following its signature by the last Party. Any Party may terminate this MoU at any time, provided they give a minimum of 3 months' notice in writing.

25. Changes and amendments may be introduced only with a written agreement signed by both Parties. A change in the mandates of the Parties does not prompt automatic extension of scope of the cooperation covered by this MoU, but it shall be communicated promptly to the other Party. The Parties will consider any such change in their evaluation of the cooperation. Subsequently, notice of termination may be given, by either Party.

26. This Memorandum of Understanding is signed for an initial period of two years and may be renewed by mutual written agreement between ENISA and ERA.

Done in Athens (Greece)

For ENISA

The Executive Director

Qualified electronic signature by:
JUHAN LEPASSAAR
Date: 2023-10-23 18:38:58 +02:00

Done in Valenciennes (France)

For ERA

The Executive Director

Digitally signed by:
JOSEF DOPPELBAUER (EUROPEAN UNION AGENCY FOR RAILWAYS (ERA))
Date: 2023-10-12 14:02:47 UTC