



MEMORANDUM OF UNDERSTANDING (MoU) ON SUSTAINABLE FINANCE BETWEEN THE EUROPEAN SECURITIES AND MARKETS AUTHORITY (ESMA) AND THE EUROPEAN ENVIRONMENT AGENCY (EEA)

The European Securities and Market Authority (hereinafter referred to as ESMA), having its seat in Paris, France, represented for the purpose of signature of this Memorandum of Understanding by its Chair

and

The European Environment Agency (hereinafter referred to as EEA), having its seat in Copenhagen, Denmark, represented for the purpose of signature of this Memorandum of Understanding by its Executive Director,

Hereinafter referred to individually as the “Party” or collectively as the “Parties”,

Considering that ESMA is established by Regulation (EU) No 1095/2010 of the European Parliament and of the Council of 24 November 2010 which tasks the Authority with protecting the public interest by contributing to the short-, medium- and long-term stability and effectiveness of the financial system, for the Union economy, its citizens and businesses. ESMA’s mission is therefore to enhance investor protection and promote stable and orderly financial markets.

Considering that, based on its founding regulation, as amended in December 2019, ESMA shall take into account sustainable business models and the integration of environmental, social and governance related factors, provided that this is necessary to ensure the effective and consistent application of the legal acts that fall within its scope of activity.

Considering that to fulfil its mandate, in February 2020, ESMA adopted its first Strategy on Sustainable Finance to take account of sustainable business models and integrate ESG related factors across its four main activity areas of single rulebook, supervisory convergence, direct supervision and risk assessment. Thereafter, ESMA published its Sustainable Finance Roadmap 2022-2024 to ensure the coordinated implementation of ESMA’s broad sustainable finance mandate. Finally, sustainable finance is one of the five overarching orientations laid out in ESMA Strategy for the 2023-2028 period, with a view to ensure the effectiveness and integrity of ESG markets, a workable regulatory framework, and its effective and consistent supervision across the EU with a specific focus on preventing greenwashing.

Considering that in its Final Report on Greenwashing, published in June 2024, ESMA identified the need to strengthen collaboration with EEA, starting with targeted cooperation in the field of sustainability reporting, to further enhance supervision of sustainability-related matters in the EU.

Considering that the EEA is governed by Regulation (EC) No 401/2009 of the European Parliament and of the Council of 23 April 2009 on the European Environment Agency and the European

Environment Information and Observation Network (codified version). Pursuant to Articles 15(1) and 15(4) of that Regulation, the EEA shall actively seek the cooperation of other Union bodies and programmes, taking into account in doing so the need to avoid any duplication of efforts.

Considering that the purpose of the EEA is to provide the Union and the Member States with objective, reliable and comparable information at the European level enabling them to take the requisite measures to protect the environment, to assess the results of such measures and to ensure that the public is properly informed about the state and outlook of the environment, and to that end provide the necessary technical and scientific support.

Considering that the EEA-Eionet Strategy 2021-2030 includes the strategic objective on building stronger networks and partnerships and further strengthen the collaboration with international institutions in key regional and global processes on reporting obligations and topics of shared interest.

Considering that, when acting within their respective legal mandates, ESMA and the EEA play an important role in enabling sustainable development. They recognise specific tasks and activities in sustainable finance, and that a close cooperation would bring mutual benefits and synergies preventing duplication of efforts and ultimately contributing to addressing the significant challenges related to biodiversity, climate change and pollution.

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

Article 1

Purpose and scope

1. The purpose of this Memorandum of Understanding (hereinafter referred to as “MoU”) is to provide the terms and conditions under which the Parties will cooperate through the coordination of their respective activities in the fields of sustainable finance, with a specific focus on environmental factors and their integration in the EU sustainable finance framework and its supervision.
2. The MoU is intended to strengthen and develop the cooperation in areas of mutual competencies while considering the relevant responsibilities and tasks, as defined in the Parties’ constituent acts, and fully respecting their institutional settings and operational frameworks. Co-operation between the Parties shall be based on the principles of reciprocity and work sharing.
3. This MoU reflects the Parties’ intention to cooperate, expressed in good faith. This MoU is not intended to create rights or obligations under international or domestic law. This MoU is not a legally binding arrangement and does not represent nor does it intend to create any right or binding legal obligations or relation between the Parties.

Article 2

Areas of Cooperation

1. The Parties have identified areas in which they wish to actively strengthen their cooperation, which are amongst others:
 - exchange expertise, information and data to support, where appropriate, the application and supervision of EU sustainable finance legislation, including

through the assessment of specific fact patterns and financial products with Environmental, Social and Governance-related features;

- support mutual capacity building activities, via the exchange of relevant expertise and provision of trainings;
 - facilitate the collaboration at national level between national competent authorities responsible for supervision in the areas falling within ESMA' remit and national authorities or agencies in charge of environmental protection and/or environmental data production; and
 - Enhance policy dialogue, cooperation and coordination in relation to the work carried out in various EU fora, on various areas of the sustainable finance agenda.
2. Based on their respective work programmes, the Parties intend to cooperate with each other, in compliance with any applicable regulations or principles governing their missions, strategies and professional confidentiality through:
- sharing of information and data, as further specified under Article 3;
 - technical trainings;
 - technical and policy dialogue in the context of the existing and emerging EU policy landscape;
 - joint participation in relevant expert working groups;
 - within the scope of this MoU, joint attendance of events, including at international level;
 - contribution to the relevant reports; and
 - informal exchanges, as relevant and appropriate.
3. The parties will work to identify the specific activities within the above-mentioned areas of cooperation to implement this MoU.
4. The Parties may explore the feasibility of staff secondments or other staff exchange programmes, subject to the conditions regulated by and detailed in separate agreements.

Article 3

Exchange of non-public information, communications and general provisions

1. Subject to any restrictions in Union Law, their internal rules and procedures, including confidentiality and data protection requirements (set out in Article 6), the Parties may use non-public information obtained from each other for the purpose of their statutory responsibilities under applicable Union law and with the objective of achieving the aims and scope of this MoU according to the form of cooperation jointly decided between the Parties insofar as it is permitted by the respective founding regulations and other applicable legislation.
2. The handling of information shall be subject to Parties' confidentiality policies. The Parties undertake:
- not to use confidential information or documents for any purpose other than to perform the activities agreed under the MoU without the prior written agreement of the other Party,

- to ensure the protection of such confidential information or documents with the same level of protection as their own confidential information or documents and in any case with due diligence, and
 - not to disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other Party.
3. The Parties intend to put in place relevant tools and resources to support the cooperation established with this MoU as well as to ensure transparency and adequate access to relevant information.
 4. The cooperation between the Parties is subject to the policies and procedures of the Parties and to such further arrangements and approvals as may be required for specific proposed activities.
 5. Any arrangement between the Parties implementing this MoU or to which this MoU refers shall be subject to each Party's relevant decision-making procedures. Such arrangements shall comply with any applicable internal approvals that may be required pursuant to the respective internal policies, rules, conditions and procedures of each Party.
 6. The Parties will jointly prepare and coordinate their public relations activities on the work covered under this MoU as appropriate and applicable.

Article 4

Financial arrangements

1. This MoU does not itself give rise to any financial implication or commitment of resources, financial or otherwise, by the Parties. Each Party shall bear its own costs and expenses necessary to perform its activities under this MoU, including travel and subsistence of its staff and transportation of all equipment and documentation for which it is responsible.
2. Each Party shall remain solely responsible for all costs and expenses it has incurred in connection with the preparation, negotiation, signing and performance of this MoU in accordance with its terms.

Article 5

Intellectual Property Rights

Nothing in this MoU shall be construed as granting any rights to, delegation or transfer of either Party's intellectual property rights to the other Party. Each Party will maintain ownership and control of its intellectual property rights.

Article 6

Data Protection

Any personal data included in or relating to this MoU and its implementation, shall be processed in compliance with 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 applicable to each Party. The Parties understand that such data to be processed in the implementation of this MoU are limited sets of identification data of the data subjects involved with the follow up of this MoU.

Article 7

Amendments

This MoU may be revised and/or amended by mutual written agreement of the Parties at any time. A revision of the terms and conditions of this MoU shall take effect on the date of its signature by the last Party.

Article 8

Settlement of disputes

Any dispute about the interpretation or application of this MoU will be settled amicably through consultations or by such similar means and will not be referred to any national or international tribunal or third party for settlement.

Article 9

Entry into Force, Duration and Termination

1. This MoU will enter into force upon signature by both Parties. This MoU will remain in effect for four years from the date of its entry into force. Beyond this date, in the absence of any objection from either party, the MoU will be automatically extended for an unlimited period of time.
2. If at any time a Party considers, at its sole discretion, that the continuation of this MoU is no longer appropriate, the cooperation under this MoU may be discontinued at any time by giving three months' prior written notice to the other Party. In this case, the Parties may consider any necessary action to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU.
3. If any provision in the MoU is invalid, or becomes so in the future, its invalidity will not affect the rest of the provisions in the MoU in whole or in part. The Parties undertake to replace the invalid provision with a valid one, whose object is as close as possible to that of the invalid provision it replaces, pursuant to Article 7.

SIGNATURES

European Securities and Markets Authority,
Verena Ross
Chair

European Environment Agency,
Leena Ylä-Mononen
Executive Director

Signature:

[signed]

Done in Paris on 9 July 2025

Signature:

[signed]

Done in Copenhagen on 18 August 2025