



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 19.5.2006
COM(2006) 220 final

2006/0074 (ACC)

Proposal for a

COUNCIL DECISION

**on the signing of a Cooperation Agreement on a Civil Global Navigation Satellite System
(GNSS) between the European Community and its Member States and
the Kingdom of Morocco**

(presented by the Commission)

A) EXPLANATORY MEMORANDUM

1) CONTEXT OF THE PROPOSAL

- **Grounds for and objectives of the proposal**

The international nature of the GALILEO programme has prompted several countries to apply for a Cooperation Agreement with the European Union.

Morocco officially expressed its interest in August 2004. The European Commission, on the basis of a negotiating mandate from the Council in April 2005, initialled an Agreement with the Moroccan authorities on 8 November 2005.

The European Commission proposes that the Council should authorise the signature of the Cooperation Agreement between the European Community and its Member States and the Kingdom of Morocco.

- **General context**

Morocco has know-how in space technology and applications through various entities. It wants to bring together the work of these entities by setting up a common interest grouping, and to develop the use of satellite radionavigation on its territory and in the surrounding region (western Mediterranean and West Africa), focusing on applications specific to this zone.

Contacts concerning the participation of Morocco in the GALILEO programme were established on 24 March 2004 at a meeting between the Moroccan Minister for Infrastructure and Transport and the Commission's Director-General for Energy and Transport.

On 9 August 2004, the Moroccan Minister for Infrastructure and Transport sent the Commission's Director-General for Energy and Transport a letter expressing Morocco's wish to become a fully-fledged partner in the project by acceding to the GALILEO Joint Undertaking.

On 6 October 2004 a meeting was held with a delegation headed by the Moroccan Minister for Infrastructure and Transport consisting of representatives of the Moroccan ministries concerned, with a view to determining the arrangements for cooperation between Morocco and the European Community in the framework of an agreement to be concluded between the two parties.

On 13 October, the Minister wrote a second letter to the Director-General confirming Morocco's desire to conclude a cooperation agreement with the European Community concerning the civil satellite radionavigation system.

The scenario for cooperation with Morocco prepared during the preliminary talks covers multilateral, industrial and scientific cooperation, especially in the area of applications, and in particular standardisation, surveillance of regional integrity and financial investment in GALILEO.

Moroccan and European firms have had industrial cooperation links in the space sector for several years. There is therefore a solid foundation on which to build and extend cooperation in this field which is of great importance for both parties. The agreement should be used to protect and support the parties' mutual interests and seek to develop cooperation between Moroccan and European firms.

- **Existing provisions in the area of the proposal**

On 18 February 2004, the Commission adopted a Communication entitled "Progress report on the GALILEO research programme as at the beginning of 2004", Chapter 2 of which, entitled "International cooperation takes off", sets out a strategy for developing the international dimension of GALILEO.

In its conclusions adopted on 9 March 2004 on the basis of this Communication, the Council "encourages the development of international cooperation in this area."

On 21 April 2005 the Council adopted negotiating directives authorising the Commission to open negotiations for establishing a Cooperation Agreement on a Civil Global Navigation Satellite System (GNSS) between the European Community and its Member States and the Kingdom of Morocco.

- **Consistency with other policies and objectives of the Union**

The establishment of a navigation and positioning network in Europe is a central part of the Community's policy to ensure the full integration of land, sea and air transport infrastructure for safe, seamless, economic and environmentally friendly navigation. The following legislative texts concern the development of this network:

- Council Regulation (EC) No 876/2002 of 21 May 2002 setting up the GALILEO Joint Undertaking;
- Council Regulation (EC) No 1321/2004 of 12 July 2004 on the establishment of structures for the management of the European satellite radionavigation programmes;
- Council Regulation (EC) No 1334/2000 of 22 June 2000 setting up a Community regime for the control of exports of dual-use items and technology, as last amended by Regulation (EC) No 2432/2001 of 20 November 2001 and by Council Regulation (EC) No 880/2002 of 27 May 2002;
- The Euro-Mediterranean Agreement establishing an Association between the European Communities and their Member States, of the one part, and the Kingdom of Morocco, of the other part, which entered into force on 1 March 2000.

Special attention should also be paid to Morocco's commitments concerning the protection of intellectual property and the multilateral non-proliferation efforts. Cooperation in this connection must also comply with the legislation on export controls, e.g. Council Regulation (EC) No 1334/2000, as amended by Regulations (EC) 2432/2001 and (EC) 880/2002.

2) CONSULTATION OF STAKEHOLDERS AND IMPACT ASSESSMENT

- **Consultation of the stakeholders**

Consultation methods, main sectors targeted and general profile of respondents

The Council's GALILEO Special Committee has been consulted in accordance with the negotiating directives. The GALILEO Security Board has also been kept informed throughout the whole negotiation process. In addition, within the Commission the various DGs concerned have been kept informed of developments.

Summary of responses and how they have been taken into account

All the comments made by the Member States and by the Commission departments have been duly taken into account.

- **Collection and use of expertise**

Scientific areas/areas of expertise concerned

The area of expertise essentially concerns satellite navigation and its applications.

Methodology used

Experts have been regularly consulted and took part in the negotiations in order to ascertain the capabilities of the country and its interest in joining the programme.

Main organisations/experts consulted

Both the GALILEO Joint Undertaking, which manages the overall development phase of the GALILEO programme, and the European Space Agency, which implements the in-orbit validation phase, have been deeply involved and participated at all stages of the negotiation procedure.

Summary of advice received and used

The existence of potentially serious risks with irreversible consequences was not mentioned.

All parties expressed the need for close cooperation with the Kingdom of Morocco, a country which is a beacon of achievement in the Mediterranean region. The EGNOS system, acting as a precursor of the GALILEO system in the EUROMED programme, should be extended accordingly in the context of the neighbourhood policy.

Means used to make the expert advice publicly available

The conclusions of experts are integrated into the Agreement.

- **Impact assessment**

Given that Morocco is a very dynamic country in terms of the development of the applications of satellite navigation services, the marketing of GALILEO services in Morocco and the regions of the western Mediterranean and West Africa will have a major economic impact.

It is estimated that by 2020 satellite navigation services will create a world market worth some 300 billion euros, with at least three billion receivers in service. GALILEO will be responsible for the creation of 150 000 highly skilled jobs in Europe.

The European GNSS Supervisory Authority, created by Council Regulation (EC) 1321/2004 of 12 July 2004, will ensure appropriate system certification and become the awarding authority for the GALILEO concession. The Authority will also follow up the activities covered under this Agreement.

3) LEGAL ELEMENTS OF THE PROPOSAL

- **Summary of the proposed measures**

The Commission proposes that the Council should authorise the signature of the Cooperation Agreement on a Civil Global Navigation Satellite System (GNSS) between the European Community and its Member States and the Kingdom of Morocco.

- **Legal basis**

Articles 133 and 170, in conjunction with the first sentence of the first subparagraph of Article 300(2) of the Treaty establishing the European Community.

- **The principle of subsidiarity**

The principle of subsidiarity applies insofar as the proposal does not concern an area in which the Community has exclusive competence.

The objectives of the proposal cannot be sufficiently achieved by the Member States for the following reasons.

GALILEO, whose costs are estimated at over € 3 billion, is a European initiative which no single State is willing to finance on its own.

The objectives of the proposal can be better achieved by Community action for the following reasons.

Industrial knowledge in the space sector is spread over several European countries.

The global satellite navigation infrastructure covers all European territories.

The aspects covered by this Agreement relate to issues which, by their very nature, require action at Community level, e.g. standardisation and certification.

The proposal therefore complies with the subsidiarity principle.

- **The principle of proportionality**

The proposal complies with the principle of proportionality for the following reasons.

The agreement is as simple as possible as it ensures that non-European countries will support the programme in all key aspects (standards, certification, frequency allocation, etc.). It also makes it possible to carry out specific joint research projects in the field of satellite navigation.

The Agreement is not based on an exchange of funds.

- **Choice of instruments**

Proposed instruments: other.

Other instruments would not be adequate for the following reasons.

An international agreement is the sole instrument which ensures the cooperation of the Kingdom of Morocco in promoting GALILEO. If no agreement is concluded, Morocco would base all its positioning and navigation services on other systems (mainly GPS), and this could compromise the economic success of GALILEO.

4) BUDGETARY IMPLICATION

The proposal has no implications for the Community budget.

5) ADDITIONAL INFORMATION

- **Review/revision/sunset clause**

The proposal contains a sunset clause applying to all or part of the legislative act where pre-established conditions are met.

B) PROPOSAL

Proposed Decision

The Commission proposes that the Council, on the basis of Articles 133 and 170, in conjunction with the first sentence of the first subparagraph of Article 300(2) of the Treaty establishing the European Community, should authorise the signature of the Cooperation Agreement on a Civil Global Navigation Satellite System (GNSS) between the European Community and its Member States and the Kingdom of Morocco.

Proposal for a

COUNCIL DECISION

on the signing of a Cooperation Agreement on a Civil Global Navigation Satellite System (GNSS) between the European Community and its Member States and the Kingdom of Morocco

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Articles 170 and 133 thereof, in conjunction with the first sentence of the first subparagraph of Article 300(2) thereof,

Whereas:

- (1) The Commission has negotiated on behalf of the Community an Agreement with the Kingdom of Morocco.
- (2) Subject to its possible conclusion at a later date, the Agreement initialled on 8 November 2005 should be signed,

HAS DECIDED AS FOLLOWS:

Sole Article

Subject to possible conclusion at a later date, the President of the Council is hereby authorised to designate the person empowered to sign, on behalf of the Community and its Member States, the Cooperation Agreement between the European Community and its Member States, and the Kingdom of Morocco on a Civil Global Navigation Satellite System (GNSS).

The text of the Agreement is attached to this Decision.

Done at Brussels,

*For the Council
The President*

ANNEX
COOPERATION AGREEMENT
ON A CIVIL GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS)
BETWEEN THE EUROPEAN COMMUNITY
AND ITS MEMBER STATES
AND THE KINGDOM OF MOROCCO

THE EUROPEAN COMMUNITY, hereinafter referred to as “the Community”,

and

THE KINGDOM OF BELGIUM,

THE CZECH REPUBLIC,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE REPUBLIC OF ESTONIA,

THE HELLENIC REPUBLIC,

THE KINGDOM OF SPAIN,

THE FRENCH REPUBLIC,

IRELAND,

THE ITALIAN REPUBLIC,

THE REPUBLIC OF CYPRUS,

THE REPUBLIC OF LATVIA,

THE REPUBLIC OF LITHUANIA,

THE GRAND DUCHY OF LUXEMBOURG,

THE REPUBLIC OF HUNGARY,

THE REPUBLIC OF MALTA,

THE KINGDOM OF THE NETHERLANDS,

THE REPUBLIC OF AUSTRIA,

THE REPUBLIC OF POLAND,
THE PORTUGUESE REPUBLIC,
THE REPUBLIC OF SLOVENIA,
THE SLOVAK REPUBLIC,
THE REPUBLIC OF FINLAND,
THE KINGDOM OF SWEDEN,
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

Parties to the Treaty establishing the European Community, hereinafter referred to as the “Member States”,

of the one part,

and

THE KINGDOM OF MOROCCO, hereinafter referred to as “Morocco”,

of the other part

hereinafter referred to as “the Parties”,

CONSIDERING the common interests in the development of a global navigation satellite system (GNSS) for civil use,

RECOGNISING the importance of the GALILEO programme as a contribution to navigation and information infrastructure in Europe and Morocco,

CONSIDERING the increasing development of GNSS applications in Morocco, Europe and other areas in the world,

WISHING to strengthen cooperation between Morocco and the Community, and taking into consideration the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the Kingdom of Morocco, of the other part,¹ which entered into force on 1 March 2000 (hereinafter referred to as the “March 2000 Association Agreement”),

¹ OJ L70, 18.3.2000, p.3.

HAVE AGREED AS FOLLOWS:

Article 1

Objective of the Agreement

The objective of the Agreement is to encourage, facilitate and enhance cooperation between the Parties in the context of European and Moroccan contributions to a civil global navigation satellite system (GNSS).

Article 2

Definitions

For the purposes of this Agreement:

“Augmentation” means regional or local mechanisms such as the European Geostationary Navigation Overlay System (EGNOS). They provide the users of satellite-based navigation and timing signals with input information, in addition to that derived from the main constellations in use, and additional range/pseudo-range inputs or corrections to, or enhancements of, existing pseudo-range inputs. These mechanisms enhance performance for users, increasing accuracy, availability, integrity and reliability;

“GNSS”: means Global Navigation Satellite System, which provides signals used for satellite-based navigation and timing;

“GALILEO”: means the autonomous civil European global satellite navigation and timing system designed and developed by the Community and its Member States. The system is under civil control and is intended to provide GNSS services. The operation of GALILEO may be transferred to a private party. GALILEO aims to offer one or more services for various purposes: open, commercial, safety of life and search and rescue purposes, and a public regulated service with restricted access designed to meet the needs of authorised users from the public sector.

These services include:

- Open Service (OS), defined for those applications open to the general public;
- Commercial Service (CS), intended for professional applications requiring enhanced performance compared with the Open Service;
- Safety of Life Service (SoL), used for most transport applications when lives may be endangered by decreased performance of the navigation system without any real-time warning;
- Search and Rescue Service (SAR) for persons in distress;
- Public Regulated Service (PRS), a secured service for government applications;

“GALILEO local elements” means local mechanisms that provide the users of GALILEO satellite-based navigation and timing signals with input information, in addition to that derived from the main constellation in use. Local elements may be deployed for additional performance around airports, seaports and in urban or other geographically challenging environments. GALILEO will provide generic models for local elements.

“Global navigation, positioning and timing equipment” means any civil end-user equipment designed to transmit, receive or process satellite-based navigation or timing signals to provide a service or to operate with a regional augmentation;

“Regulatory measure” means a law, regulation, rule, procedure, decision, administrative action or similar action by a Party;

“Interoperability” means, at user level, a situation where a dual-system receiver can use signals from at least two systems simultaneously for performance equal to or better than that obtained by using only one system;

“Intellectual property” shall have the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organisation, done at Stockholm, on 14 July 1967.

"Liability" means the legal accountability of a person or legal entity to compensate for damage caused to another person or legal entity in accordance with specific legal principles and rules. This obligation may be prescribed in an agreement (contractual liability) or in a legal norm (non-contractual liability).

“Cost recovery” means mechanisms to recover the costs of investment in and operation of the system;

“Classified information” means information in any form requiring protection against unauthorised disclosure, which could cause varying degrees of prejudice to the vital interests, including national security interests, of the Parties or of an individual Member State. Its level of classification is identified by specific markings. Such information is classified by the Parties in compliance with the applicable regulations and laws and must be protected against any loss of confidentiality, integrity and availability.

Article 3

Principles of cooperation

The Parties agree to apply the following principles to cooperation activities covered by this Agreement:

1. mutual benefit based on an overall balance of rights and obligations including contributions and payments;
2. partnership in the GALILEO programme in accordance with the procedures and rules governing its management;
3. reciprocal opportunities to engage in cooperation activities in European and Moroccan GNSS projects for civil use;

4. timely exchange of information that may affect cooperation activities;
5. appropriate protection of intellectual property rights as referred to in Article 8(2) of this Agreement;
6. unrestricted access to satellite navigation services in the Parties' territories;
7. free trade in GNSS equipment in the Parties' territories.

Article 4

Scope of cooperation

1. The sectors for cooperation in satellite navigation and timing are scientific research, industrial manufacturing, training, application, service and market development, trade, radio-spectrum issues, integrity issues, standardisation and certification and security. The Parties may modify this list by decision in accordance with the mechanism established pursuant to Article 14 of this Agreement.
2. This Agreement does not cover cooperation between the Parties in the areas indicated in 2.1 – 2.6 below. If it is agreed by the Parties that mutual benefits will be derived from the extension of cooperation to any of the following areas, this will require the negotiation and conclusion of appropriate agreements between the Parties:
 - 2.1. GALILEO-related sensitive technologies and items under export control and non-proliferation regulatory measures applicable in the European Community or its Member States,
 - 2.2. Cryptography and major information security technologies and items (INFOSEC);
 - 2.3. GALILEO system security architecture (space, ground and user segments);
 - 2.4. Security control features of the GALILEO global segments;
 - 2.5. Public Regulated Services during the phases of definition, development, implementation, testing, evaluation and operation (management and use); and
 - 2.6. Exchange of classified information concerning satellite navigation and GALILEO.
3. This Agreement shall not affect the application of European Community legislation establishing the European GNSS Supervisory Authority and its institutional structure. Nor shall this Agreement affect the applicable regulatory measures implementing non-proliferation commitments and export control for dual-use items and national domestic measures regarding security and controls of intangible transfers of technology.

Article 5

Forms of cooperation

1. Subject to their applicable regulatory measures, the Parties shall foster, to the fullest extent practicable, the cooperation activities under this Agreement with a view to providing comparable opportunities for participation in their activities in the sectors listed in Article 4.
2. The Parties agree to conduct cooperation activities as indicated in Articles 6 to 13 of this Agreement.

Article 6

Radio spectrum

1. Building on past successes in the framework of the International Telecommunication Union, the Parties agree to continue cooperation and mutual support in radio-spectrum issues.
2. In this context, the Parties shall promote adequate frequency allocation for GALILEO in order to ensure the accessibility of its services to users throughout the world, particularly in Morocco and in the Community.
3. Moreover, the Parties recognise the importance of protecting the radionavigation spectrum from disruption and interference. To this end, they shall identify sources of interference and seek mutually acceptable solutions to combat such interference.
4. Nothing in this Agreement shall be construed to authorise derogations from the applicable provisions of the International Telecommunication Union, including the ITU Radio Regulations.

Article 7

Scientific research

The Parties shall promote joint GNSS research activities via European and Moroccan research programmes, in particular the European Community Framework Programme for Research and Development, research programmes of the European Space Agency and programmes developed by Moroccan bodies.

Such activities should contribute to planning the future development of a GNSS for civil use.

The Parties agree to define an appropriate mechanism for ensuring useful contacts and effective participation in the research programmes.

ARTICLE 8

Industrial cooperation

1. The Parties shall encourage and support cooperation between the industries of the two sides, including by means of joint ventures and Moroccan participation in relevant European industrial associations and European participation in relevant Moroccan industrial associations, the objectives being to set up the GALILEO system and promote the use and development of GALILEO applications and services.
2. To facilitate industrial cooperation the Parties shall grant and ensure adequate and effective protection of intellectual, industrial and commercial property rights in the fields and sectors relevant to the development and operation of GALILEO/EGNOS, in accordance with the highest international standards, including effective means of enforcing such rights.
3. Exports by Morocco to third countries of sensitive items and technologies specifically developed and funded by the GALILEO programme must be submitted for prior authorisation to the competent GALILEO security authority, if that authority has recommended that the items in question be subject to export authorisation in accordance with the applicable regulatory measures. Any separate agreement referred to in Article 4(2) of this Agreement shall also elaborate an appropriate mechanism for Morocco to recommend potential items to be subject to export authorisation.
4. The Parties shall encourage the establishment of closer ties between the competent entities in Morocco and the European Space Agency to help achieve the objectives of the Agreement.

Article 9

Trade and market development

1. The Parties shall encourage trade and investment, in the European Union and in Morocco, in satellite-navigation infrastructure, equipment, GALILEO local elements and applications.
2. To this end the Parties shall raise the level of public awareness concerning the GALILEO satellite navigation activities, identify potential barriers to growth in GNSS applications and take appropriate measures to facilitate this growth.
3. To identify and respond effectively to user needs, the Community and Morocco shall consider establishing a joint GNSS user forum.
4. This Agreement shall not affect the rights and obligations of the Parties under the World Trade Organisation.

Article 10

Standards, certification and regulatory measures

1. The Parties recognise the value of coordinating approaches in international standardisation and certification forums concerning global satellite navigation services. In particular, the Parties shall jointly support the development of GALILEO standards and promote their application worldwide, emphasising interoperability with other GNSS systems.

One objective of coordination is to promote extensive and innovative use of the GALILEO services by encouraging the adoption of worldwide navigation and timing standards for various purposes: open services, commercial services and safety of life services. The Parties agree to create favourable conditions for developing GALILEO applications.

2. Consequently, to promote and implement the objectives of this Agreement, the Parties shall, as appropriate, cooperate on all GNSS matters that arise, notably in the International Civil Aviation Organisation, the International Maritime Organisation and the International Telecommunication Union.
3. At the bilateral level the Parties shall ensure that measures relating to technical standards, certification and licensing requirements and procedures concerning GNSS do not constitute unnecessary barriers to trade. Such requirements shall be based on objective, non-discriminatory, pre-established and transparent criteria.
4. The Parties shall adopt regulatory measures allowing full use of GALILEO, in particular of receivers and ground and space components, in the territories falling within their jurisdiction.

Article 11

Development of global and regional GNSS ground augmentation systems

1. The Parties shall collaborate to define and implement ground system architectures allowing an optimal guarantee of GALILEO integrity and continuity of GALILEO services.
2. To this end, at the regional level the Parties shall cooperate in implementing and building a ground regional augmentation system based on the EGNOS system in Morocco. Such a regional system is intended to provide regional integrity services additional to those provided by the GALILEO system globally.
3. At the local level the Parties shall facilitate the development of GALILEO local elements.

Article 12

Security

1. The Parties emphasise the need to protect global navigation satellite systems against misuse, interference, disruption and hostile acts.
2. The parties recognise that cooperation to ensure security of the GALILEO system and services are important common objectives. The Parties shall therefore establish an authority responsible for GNSS security issues, including consultation channels. This framework shall serve to guarantee GNSS service continuity.
3. The Parties shall take all practicable steps to ensure the continuity and security of the satellite navigation services and the related infrastructure in their jurisdiction. Initially, the Parties will not superimpose GALILEO signals without the prior agreement of the Parties.
4. Any exchange of classified information indicated in Article 4(2.6) shall be conditional on the existence of a security agreement between the Parties. The principles, procedures and scope of applicability shall be determined by the competent security authorities of the Parties.

Article 13

Liability and cost recovery

The Parties shall cooperate, as appropriate, to define and implement a liability regime and cost recovery arrangements in order to facilitate the provision of civil GNSS services.

Article 14

Cooperation mechanism

1. The Government of the Kingdom of Morocco and the European Commission shall coordinate and facilitate cooperation activities under this Agreement on behalf of Morocco and on behalf of the Community and its Member States respectively.
2. In accordance with the objective laid down in Article 1, the two Parties shall define the cooperation mechanisms for managing this Agreement as provided for in the March 2000 Association Agreement.
3. The Parties agree that it shall be possible for Morocco to participate in the activities of European GNSS Supervisory Authority in accordance with the relevant rights and procedures.

Article 15

Financing

1. The amount of and arrangements for the Moroccan contribution to the GALILEO programme through the European GNSS Supervisory Authority shall be the subject of a separate agreement, in compliance with the institutional arrangements of the applicable European Community legislation.
2. In accordance with the March 2000 Association Agreement, goods, persons, services and capital relating to cooperation schemes of the Parties under this Agreement shall enjoy freedom of movement.
3. Without prejudice to paragraph 2, when one Party's cooperation scheme provides funds to participants from the other Party that can be used to purchase equipment, the Parties shall ensure that no customs duties are levied on the equipment's transfer from one Party to the participants from the other Party in accordance with the laws and regulations applicable in each Party's territory.

Article 16

Exchange of information

1. The Parties shall establish administrative arrangements and designate the requisite contact points for consultations to ensure the effective implementation of the provisions of this Agreement.
2. The Parties shall encourage further exchanges of information on satellite navigation among the institutions and enterprises of the two sides.

Article 17

Consultation and dispute resolution

1. Either Party may request a prompt consultation with the other on any question arising out of the interpretation or application of this Agreement. The Parties agree to settle amicably any dispute concerning the interpretation or application of the Agreement.
2. If no solution can be found, the Parties shall make use of the dispute settlement mechanism provided for in Article 86 of the March 2000 Association Agreement.
3. The provisions of paragraphs 1 and 2 shall apply without prejudice to the Parties' right to have recourse to the dispute settlement system provided for in the agreement establishing the World Trade Organisation.

Article 18

Entry into force and termination

1. This Agreement shall enter into force on the first day of the month following the month in which the two Parties notify the completion of the internal procedures necessary for that purpose. Notifications are to be sent to the Council of the European Union, the depository of the Agreement.
2. Unless otherwise stipulated, the termination of this Agreement shall not affect the validity or duration of any arrangements or any rights and obligations established under it.
3. This Agreement may be amended by mutual agreement of the Parties in writing. Any amendments shall enter into force on the first day of the month following the month in which the Parties exchange diplomatic notes informing each other that they have completed all the internal procedures necessary to that end.
4. This Agreement shall remain in force for a period of five years from the date of its entry into force. Thereafter, it shall be extended automatically for further periods of five years each unless either Party notifies the other in writing at least three months prior to the end of the relevant five-year period of an intention not to extend the Agreement.
5. This Agreement may be terminated at any time upon one year's written notice.

This Agreement shall be drawn up in duplicate in the Arabic, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovenian, Spanish and Swedish languages, each text being authentic.