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## II

*(Non-legislative acts)*

## INTERNATIONAL AGREEMENTS

## COUNCIL DECISION

of 23 September 2013

**on the signing, on behalf of the Union, and the provisional application of the Cooperation Agreement between the European Union and its Member States, of the one part, and the Swiss Confederation, of the other, on the European Satellite Navigation Programmes**

(2014/20/EU)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 172, in conjunction with Article 218(5) thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) By Decision of 29 June 2010, the Council and the Representatives of the Governments of the Member States, meeting within the Council, authorised the Commission to open negotiations with Switzerland for establishing a Cooperation Agreement on the European Satellite Navigation Programmes ("the Agreement").
- (2) The Agreement was negotiated by the Commission on behalf of the Union and its Member States.
- (3) The Agreement allows for the participation of Switzerland in the European satellite navigation programmes. In return Switzerland is to contribute to the funding of those programmes.
- (4) The negotiations were successfully concluded by the initialling of the Agreement on 6 March 2013 by the Commission and on 12 March 2013 by the Swiss Confederation.
- (5) The Agreement should be signed on behalf of the Union, subject to its conclusion at a later date.
- (6) In view of ensuring the immediate implementation and the appropriate participation of Switzerland in the European satellite navigation programmes, elements falling within the Union's competence should be provisionally applied in accordance with Article 27(2) of the Agreement.

(7) Pursuant to its Article 27(1), the Agreement should be approved by the Union and its Member States in accordance with their internal procedures.

(8) The position of the Union within the Joint Committee is to be adopted by the Council, on a proposal from the Commission, insofar as the Committee is called upon to adopt acts having legal effects or decisions suspending the application of the Agreement.

(9) In addition, for matters to be dealt with by the Joint Committee which do not have legal effects, the Commission should coordinate the position of the Union with the Member States.

HAS ADOPTED THIS DECISION:

*Article 1*

The signing on behalf of the Union of the Cooperation Agreement between the European Union and its Member States, of the one part, and the Swiss Confederation, of the other, on the European Satellite Navigation Programmes is hereby authorised, subject to the conclusion of the said Agreement.

The text of the Agreement is attached to this Decision.

*Article 2*

The President of the Council is hereby authorised to designate the person(s) empowered to sign the Agreement on behalf of the Union.

*Article 3*

The Agreement shall be applied on a provisional basis, in accordance with Article 27(2) thereof, pending the completion of the procedures for its conclusion <sup>(1)</sup>.

<sup>(1)</sup> The date from which the Agreement will be provisionally applied will be published in the *Official Journal of the European Union* by the General Secretariat of the Council.

*Article 4*

The President of the Council shall, on behalf of the Union, give the notification provided for in Article 27(2) of the Agreement.

*Article 5*

This Decision shall enter into force on the date of its adoption.

Done at Brussels, 23 September 2013.

*For the Council*

*The President*

V. JUKNA

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**COOPERATION AGREEMENT**

**between the European Union and its Member States, of the one part, and the Swiss Confederation,  
of the other, on the European Satellite Navigation Programmes**

THE EUROPEAN UNION

and

THE KINGDOM OF BELGIUM,

THE REPUBLIC OF BULGARIA,

THE CZECH REPUBLIC,

THE KINGDOM OF DENMARK,

THE FEDERAL REPUBLIC OF GERMANY,

THE REPUBLIC OF ESTONIA,

IRELAND,

THE HELLENIC REPUBLIC,

THE KINGDOM OF SPAIN,

THE FRENCH REPUBLIC,

THE REPUBLIC OF CROATIA,

THE ITALIAN REPUBLIC,

THE REPUBLIC OF CYPRUS,

THE REPUBLIC OF LATVIA,

THE REPUBLIC OF LITHUANIA,

THE GRAND DUCHY OF LUXEMBOURG,

HUNGARY,

REPUBLIC OF MALTA,

THE KINGDOM OF THE NETHERLANDS,

THE REPUBLIC OF AUSTRIA,

THE REPUBLIC OF POLAND,

THE PORTUGUESE REPUBLIC,

ROMANIA,

THE REPUBLIC OF SLOVENIA,

THE SLOVAK REPUBLIC,

THE REPUBLIC OF FINLAND,

THE KINGDOM OF SWEDEN,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

Contracting Parties to the Treaty on European Union and to the Treaty on the Functioning of the European Union,  
hereinafter referred to as "Member States", of the one part,

and

the SWISS CONFEDERATION, hereinafter referred to as "Switzerland", of the other part, hereinafter referred to as "Party"  
or "Parties",

CONSIDERING the common interest in the development of a global navigation satellite system (hereinafter referred to as "GNSS") specifically designed for civilian purposes,

RECOGNISING the importance of the European GNSS programmes as a contribution to navigation and information infrastructure in the European Union and Switzerland,

CONSIDERING the increasing development of GNSS applications in the European Union, Switzerland and other areas in the world,

CONSIDERING the common interest in the long-term cooperation between the European Union, its Member States and Switzerland in the field of satellite navigation,

RECOGNISING Switzerland's close participation in the Galileo and EGNOS programmes since their definition phases,

CONSIDERING the resolutions of the Space Council, in particular on the "European Space Policy" adopted on 22 May 2007 and "Taking forward the European Space Policy" adopted on 29 September 2008, that recognize the European Union, the European Space Agency (hereinafter referred to as "ESA") and their respective Member States as the three key players in the European Space Policy, as well as on "Global Challenges: Taking Full Benefit of European Space Systems" adopted on 25 November 2010, that invites the European Commission and ESA to facilitate the process for Member States not members of both the European Union and ESA to participate in all phases of collaborative programmes,

CONSIDERING the Communication from the Commission "Towards a space Strategy for the European Union that benefits its Citizens" of 4 April 2011,

DESIRING to formally establish collaboration in all aspects of European GNSS programmes,

RECOGNISING Switzerland's interest in all GNSS services, as provided by EGNOS and Galileo, including the Public Regulated Service (hereinafter referred to as "PRS"),

CONSIDERING the Agreement of 25 June 2007 on scientific and technological cooperation between the European Community and the European Atomic Energy Community, of the one part, and the Swiss Confederation, of the other part,

RECOGNISING the Agreement of 28 April 2008 between the Swiss Confederation and the European Union on the security procedures for the exchange of classified information (hereinafter referred to as "Security Agreement"),

CONSIDERING the benefits of an equivalent level of protection of the European GNSS and their services in the territories of the Parties,

RECOGNISING the obligations of the Parties under international law, in particular the obligations of Switzerland as a permanent neutral State,

RECOGNIZING that Regulation (EC) No 683/2008 of the European Parliament and of the Council of 9 July 2008 on the further implementation of the European satellite navigation programmes (EGNOS and Galileo) <sup>(1)</sup> states that the European Community shall be the owner of all tangible and intangible asset created or developed under the European GNSS programmes as defined in that Regulation,

CONSIDERING Regulation (EU) No 912/2010 of the European Parliament and of the Council of 22 September 2010 setting up the European GNSS Agency <sup>(2)</sup>,

CONSIDERING Decision No 1104/2011/EU of the European Parliament and of the Council of 25 October 2011 on the rules for access to the public regulated service provided by the global navigation satellite system established under the Galileo programme <sup>(3)</sup>,

<sup>(1)</sup> OJ L 196, 24.7.2008, p. 1.

<sup>(2)</sup> OJ L 276, 20.10.2010, p. 11.

<sup>(3)</sup> OJ L 287, 4.11.2011, p. 1.

HAVE AGREED AS FOLLOWS:

PART I

**GENERAL PROVISIONS**

*Article 1*

**Objective**

1. The objective of this Agreement is to encourage, facilitate and enhance long-term cooperation between the Parties in satellite navigation under civil control and in particular by the participation of Switzerland in the European GNSS programmes.

2. The form and conditions of the participation of Switzerland in the programmes shall be as laid down in this Agreement.

*Article 2*

**Definitions**

For the purposes of this Agreement:

1. "European global navigation satellite systems" (European GNSS) means the systems established under the Galileo programme and the European Geostationary Navigation Overlay Service (EGNOS);

2. "augmentation" means regional or local mechanisms such as EGNOS, which enable users of global GNSS to obtain enhanced performance, such as increased accuracy, availability, integrity and reliability;

3. "Galileo" means an autonomous European global satellite navigation and timing system under civil control, for the provision of GNSS services designed and developed by the European Union, the ESA and their respective Member States. The operation of Galileo may be transferred to a private party. Galileo envisages open, commercial, safety of life and search and rescue services in addition to a secured public regulated service with restricted access specifically designed to meet the needs of authorised public sector users;

4. "Galileo local elements" means local mechanisms that provide the users of Galileo satellite-based navigation and timing signals with input information, extra 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;

5. "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;

6. "Public Regulated Service" (PRS) means a service provided by the system established under the Galileo programme which is restricted to government authorised users for sensitive applications which require effective access control and a high level of service continuity;

7. "regulatory measure" means any law, regulation, policy, rule, procedure, decision or similar administrative action by a Party;

8. "interoperability" means the ability of global and regional navigation satellite systems and augmentations, and of the services they provide, to be used together to provide better capabilities at the user level than would be achieved by relying solely on the open service of one system;

9. "intellectual property" has the meaning as defined in Article 2 (viii) of the Convention Establishing the World Intellectual Property Organisation signed at Stockholm on 14 July 1967;

10. "classified information" means information, in any form, that requires protection against unauthorised disclosure, which could harm in various degrees the essential interests, including national security, of the Parties or of individual Member States. Its classification is indicated by a classification marking. Such information is classified by the Parties in accordance with applicable laws and regulations and must be protected against any loss of confidentiality, integrity and availability.

*Article 3*

**Principles of cooperation**

The Parties shall 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 access to all services in accordance with Article 15;

2. Reciprocal opportunities to engage in cooperative activities in the European Union and Swiss GNSS projects;

3. Timely exchange of information that may affect cooperative activities;

4. Adequate and effective protection of intellectual property rights as referred to in Article 9;

5. Freedom to provide satellite navigation services in the territories of the Parties;

6. Unrestricted trade in European GNSS goods in the territories of the Parties.

## PART II

**PROVISIONS ON COOPERATION***Article 4***Cooperation activities**

1. The sectors for cooperation activities in satellite navigation and timing shall be radio-spectrum, scientific research and training, procurement, industrial cooperation, intellectual property rights, export control, trade and market development, standards, certification and regulatory measures, security, exchange of classified information, staff exchanges and access to services. The Parties may amend this list of sectors in accordance with Article 25.

2. This Agreement shall not affect the institutional autonomy of the European Union to regulate the European GNSS programmes nor the structure established by the European Union for the purpose of the operations of the European GNSS programmes. Nor shall this Agreement affect the applicable regulatory measures implementing non-proliferation commitments, export control, controls of intangible transfers of technology. Nor shall it affect national security measures.

3. 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 under paragraph 1.

*Article 5***Radio spectrum**

1. The Parties shall continue cooperation and mutual support in radio-spectrum issues in the framework of the International Telecommunication Union (hereinafter referred to as "ITU"), taking into account the Memorandum of Understanding on the Management of ITU filings of the Galileo radio-navigation satellite service system of 5 November 2004.

2. The Parties shall exchange information on frequency filings and protect adequate frequency allocations for Galileo in order to ensure the availability of Galileo services for the benefit of users worldwide and notably in Switzerland and in the European Union.

3. In order to protect radio navigation spectrum from disruption and interference, the Parties shall identify sources of interference and seek mutually acceptable solutions to combat such interference.

4. Nothing in this Agreement shall be construed so as to derogate from the applicable provisions of the ITU, including the ITU Radio Regulations.

*Article 6***Scientific research and training**

1. The Parties shall promote joint research and training activities in the field of European GNSS through European

Union and Swiss research programmes and other relevant research programmes of the Parties. The joint research activities shall contribute to planning the future developments of European GNSS.

2. The Parties shall define the appropriate mechanism aimed at ensuring effective contacts and participation in the relevant research programmes.

*Article 7***Procurement**

1. For acquisitions relating to the European GNSS programmes, the Parties shall apply their commitments under the Agreement of Government Procurement (hereinafter referred to as "GPA") of the World Trade Organization (hereinafter referred to as "WTO") and under the Agreement of 21 June 1999 between the European Community and the Swiss Confederation on certain aspects of government procurement.

2. Without prejudice to Article XXIII of the GPA (Article III of the revised GPA), Swiss entities shall have the right to participate in the procurement for the provision of services related to the European GNSS programmes.

*Article 8***Industrial cooperation**

The Parties shall encourage and support the cooperation between their industries, including by the means of joint ventures and Swiss participation in relevant European industrial associations, as well as participation from the European Union in relevant Swiss industrial associations, with the objective of the well-functioning of the European satellite navigation systems as well as promoting the use and development of Galileo applications and services.

*Article 9***Intellectual property rights**

To facilitate industrial cooperation the Parties shall grant and ensure the adequate and effective protection of intellectual property rights in the fields and sectors relevant to the development and operation of the European GNSS, in accordance with the highest international standards as set in the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS) of the WTO, including effective means of enforcing such standards.

*Article 10***Export control**

1. In order to ensure the application of a uniform policy of export control and non-proliferation concerning the European GNSS programmes between the Parties, Switzerland shall timely adopt and enforce, within its jurisdiction and in accordance with its national legislation and procedures, measures of export control and non-proliferation of technologies, data and items which are specially designed or modified for the European



GNSS programmes. Those measures shall provide a degree of export control and non-proliferation equivalent to that in force in the European Union.

2. In case an event occurs where an equivalent degree of export control and non-proliferation as referred to in paragraph 1 of this Article cannot be achieved, the procedure of Article 22 shall apply.

#### *Article 11*

##### **Trade and market development**

1. The Parties shall encourage trade and investment in European Union and Swiss satellite navigation infrastructure and global navigation, positioning and timing equipment, including Galileo local elements and applications relevant to the European GNSS programmes.

2. For the purposes of paragraph 1, 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 such growth.

3. To identify and respond effectively to user needs, entities of the Parties may use the future GNSS User Forum.

4. This Agreement shall not affect the rights and obligations of the Parties under the Agreement establishing the WTO.

#### *Article 12*

##### **Standards, certification and regulatory measures**

1. Recognising the value of coordinating approaches in international standardisation and certification fora concerning global satellite navigation services, the Parties shall, in particular, jointly support the development of Galileo and EGNOS standards and promote their application worldwide, emphasising interoperability with other GNSS.

One objective of that coordination shall be to promote the broad and innovative use of the Galileo services for open, commercial and safety of life purposes as a worldwide navigation and timing standard. The Parties shall create favourable conditions for developing Galileo applications.

2. In order 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 ITU.

3. The Parties shall ensure that measures relating to technical standards, certification and licensing requirements and procedures concerning European GNSS do not constitute unnecessary barriers to trade. Domestic requirements shall be based on objective, non-discriminatory, pre-established transparent criteria.

4. The Parties shall take the necessary regulatory measures to allow the complete use of Galileo receivers, ground and space segments in the territories under their jurisdiction. In this regard, Switzerland shall, in the territory under its jurisdiction, grant Galileo treatment no less favourable than that accorded to any other like radio-navigation satellite services systems.

#### *Article 13*

##### **Security**

1. In view to protect the European GNSS programmes against threats such as misuse, interference, disruption and hostile acts, the Parties shall take all practicable steps to ensure the continuity, safety and security of the satellite navigation services and the related infrastructure and critical assets in their territories without prejudice of Article 4(2).

2. For the purposes of paragraph 1, Switzerland shall timely adopt and enforce, within its jurisdiction and in accordance with its national legislation and procedures, measures providing an equivalent degree of security and safety as those applicable in the European Union as regards the protection, control and management of sensitive assets, information and technologies of the European GNSS programmes against threats and undesired divulgation.

3. In case an event occurs where such an equivalent degree of security and safety as referred to in paragraph 2 of this Article cannot be achieved, the procedure of Article 22 shall apply.

#### *Article 14*

##### **Exchange of classified information**

1. Exchange and protection of European Union classified information shall be in accordance with the Security Agreement as well as the Implementing Arrangements of the Security Agreement.

2. Switzerland may exchange classified information with national classification marking on European GNSS programmes with those Member States with which it has concluded bilateral agreements to that effect.

3. The Parties shall seek to establish a comprehensive and coherent legal framework allowing exchanges between all the Parties of classified information concerning the Galileo programme.

#### *Article 15*

##### **Access to services**

Switzerland shall have access to all European GNSS services subject to this Agreement and to the PRS subject to a separate PRS Agreement.

Switzerland has expressed its interest in the PRS, considering it an important element of its participation in the European GNSS programmes. The Parties shall endeavour to conclude a PRS Agreement to ensure the Swiss PRS participation as soon as a request to this regard is submitted by Switzerland and the procedure provided for in Article 218 of the Treaty on the Functioning of the European Union has been completed.

#### Article 16

##### **Participation in the European GNSS Agency**

Switzerland shall have the right to participate in the European GNSS Agency under the conditions to be laid down in an Agreement between the European Union and Switzerland. Those negotiations shall start as soon as a request to this effect is submitted by Switzerland and the necessary procedures on the side of the European Union have been completed.

#### Article 17

##### **Participation in Committees**

Representatives of Switzerland shall be invited to participate as observers in the committees established for the management, development and implementation of the activities under the European GNSS programmes in accordance with the relevant rules and procedures and without the right to vote. This shall include, in particular, participation in the GNSS Programme Committee and the GNSS Security Board, including their working groups and task forces.

#### PART III

##### **FINANCIAL PROVISIONS**

#### Article 18

##### **Funding**

Switzerland shall contribute to the funding of the European GNSS programmes. The Swiss contribution shall be calculated on the basis of the proportionality factor which is obtained by establishing the ratio between Switzerland's gross domestic product, at market prices, and the sum of gross domestic products, at market prices, of the Member States.

For the period 2008-2013, the Swiss contribution to the European GNSS programmes amounts to EUR 80 050 870.

This amount shall be paid as follows:

2013: EUR 60 000 000

2014: EUR 20 050 870

For the period 2014 and thereafter, the Swiss contribution shall be paid annually.

#### PART IV

##### **FINAL PROVISIONS**

#### Article 19

##### **Liability**

As Switzerland will not be the owner of the European GNSS, it shall not face any liability resulting from ownership.

#### Article 20

##### **Joint Committee**

1. A Joint Committee known as the "European Union/Switzerland GNSS Committee" is hereby established. It shall be

composed of representatives of the Parties and be responsible for the management and proper application of this Agreement. To this end, it shall draw up recommendations. It shall take decisions in the cases provided for in this Agreement; those decisions shall be carried out by the Parties in accordance with their own rules. The Joint Committee shall reach its decisions by common agreement.

2. The Joint Committee shall establish its rules of procedure, which shall contain, inter alia, provisions on the convening of meetings, the appointment of the chairman and the latter's term of office.

3. The Joint Committee shall meet as and when necessary. The European Union or Switzerland may request the convening of a meeting. The Joint Committee shall meet within 15 days of a request under Article 22(2).

4. The Joint Committee may decide to set up such working groups or groups of experts as it sees fit to assist it in the accomplishment of its tasks.

5. The Joint Committee may decide to amend Annex I.

#### Article 21

##### **Consultations**

1. In order to ensure the satisfactory implementation of this Agreement, the Parties shall exchange information on a regular basis and, at the request of one of them, shall hold consultations within the Joint Committee.

2. The Parties shall promptly consult, at the request of one of them, on any question arising out of the interpretation or application of this Agreement.

#### Article 22

##### **Safeguard measures**

1. Each Party may, after consultations within the Joint Committee, take appropriate safeguard measures, including the suspension of one or several cooperation activities, if it finds that an equivalent degree of export control or security is no longer assured between the Parties. Where any delay could jeopardise the good functioning of GNSS, provisional protective measures may be taken, without prior consultation, provided that consultations are held immediately after their adoption.

2. The scope and duration of the measures referred to in paragraph 1 shall be limited to what is necessary in order to remedy the situation and to secure a fair balance of rights and obligations under this Agreement. The other Party may ask the Joint Committee to hold consultations about the proportionality of those measures. If it is not possible to settle this dispute within six months, the dispute may be submitted by either

Party for binding arbitration in accordance with the procedure laid down in Annex I. No question of interpretation of provisions of this Agreement that are identical to corresponding provisions of European Union law may be resolved within that framework.

#### Article 23

### Settlement of disputes

Without prejudice to Article 22, any disputes concerning the interpretation or application of this Agreement shall be settled through consultation within the Joint Committee.

#### Article 24

### Annexes

The Annexes to this Agreement shall form an integral part thereof.

#### Article 25

### Revision

This Agreement may be amended and developed at any time by mutual agreement between the Parties.

#### Article 26

### Termination

1. The European Union or Switzerland may terminate this Agreement by notifying the other Party. This Agreement shall cease six months after the receipt of such notification.
2. The termination of this Agreement shall not affect the validity or duration of any arrangements made under it or

any specific rights and obligations that have accrued in the field of intellectual property.

3. In case of termination of this Agreement the Joint Committee shall make a proposal in order to enable the Parties to settle any outstanding questions including financial consequences taking into account the principle of *pro rata temporis*.

#### Article 27

### Entry into force

1. This Agreement shall be approved by the Parties in accordance with their own internal procedures. It shall enter into force the first day of the second month following the date of the last notification of approval.

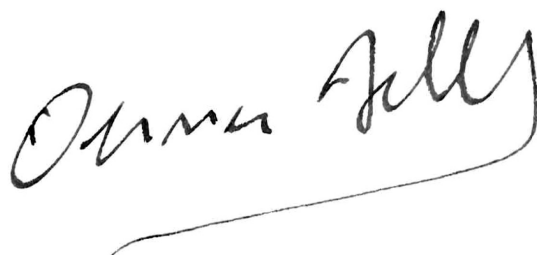
2. Notwithstanding paragraph 1, Switzerland and the European Union agree, as regards elements of this Agreement falling within the competence of the European Union, to apply it provisionally from the first day of the month following the date of the second notification confirming the completion of the procedures necessary for this purpose.

During provisional application of this Agreement the Joint Committee referred to in Article 20 shall be made up of representatives of Switzerland and the European Union.

3. This Agreement is concluded for an indefinite period.

4. This Agreement is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovakian, Slovenian, Spanish and Swedish languages, all texts being authentic.

Voor het Koninkrijk België  
Pour le Royaume de Belgique  
Für das Königreich Belgien



За Република България



Za Českou republiku



For Kongeriget Danmark



Für die Bundesrepublik Deutschland



Eesti Vabariigi nimel

Thar cheann Na hÉireann  
For Ireland

Για την Ελληνική Δημοκρατία

Por el Reino de España

Pour la République française

Za Republiku Hrvatsku



Per la Repubblica italiana



Για την Κυπριακή Δημοκρατία



Latvijas Republikas vārdā –



Lietuvos Respublikos vardu



Pour le Grand-Duché de Luxembourg



Magyarország részéről



Għar-Repubblika ta' Malta

  
5/12/2013

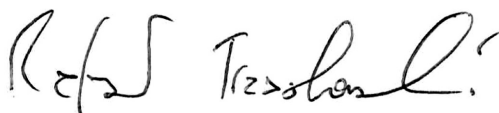
Voor het Koninkrijk der Nederlanden



Für die Republik Österreich



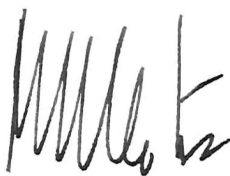
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Pela República Portuguesa



Pentru România



Za Republiko Slovenijo



Za Slovenskú republiku



Suomen tasavallan puolesta  
För Republiken Finland



För Konungariket Sverige



For the United Kingdom of Great Britain and Northern Ireland



Za Evropský svaz  
Por la Unión Europea  
Za Evropskou unii  
For Den Europæiske Union  
Für die Europäische Union  
Euroopa Liidu nimel  
Για την Ευρωπαϊκή Ένωση  
For the European Union  
Pour l'Union européenne  
Za Evropsku uniju  
Per l'Unione europea  
Eiropas Savienības vārdā –  
Europos Sąjungos vardu  
Az Európai Unió részéről  
Għall-Unjoni Ewropea  
Voor de Europese Unie  
W imieniu Unii Europejskiej  
Pela União Europeia  
Pentru Uniunea Europeană  
Za Európsku úniu  
Za Evropsko unijo  
Euroopan unionin puolesta  
För Europeiska unionen

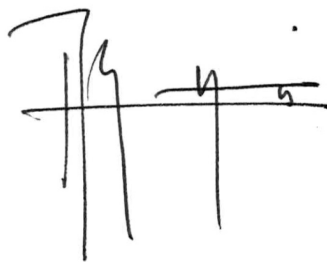




Für die Schweizerische Eidgenossenschaft

Pour la Confédération suisse

Per la Confederazione Svizzera

A handwritten signature in black ink, consisting of several vertical strokes and a horizontal line, positioned above a horizontal line.

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## ANNEX I

**ARBITRATION PROCEDURE**

If a dispute has been referred to arbitration there shall be three arbitrators, unless the Parties decide otherwise.

Each Party shall appoint one arbitrator within 30 days.

The two arbitrators so appointed shall nominate by common agreement one umpire who shall not be a national of either of the Parties. If they cannot agree within two months of their appointment, the umpire shall be chosen by them from seven persons on a list established by the Joint Committee. The Joint Committee shall draw up and update this list in accordance with its rules of procedure.

Unless the Parties decide otherwise, the arbitration tribunal shall adopt its rules of procedure. It shall take its decisions by majority vote.

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## ANNEX II

**FINANCIAL CONTRIBUTION OF SWITZERLAND TO THE EUROPEAN GNSS PROGRAMMES**

1. For the period 2008-2013, the financial contribution to be made by Switzerland to the budget of the European Union in order to participate in the European GNSS programmes shall be as follows (in euro):

2013	2014
60 000 000	20 050 870

For the period 2014 and following, the Swiss contribution shall be paid annually.

2. The Financial Regulation applicable to the general budget of the Union <sup>(1)</sup> and its rules of application <sup>(2)</sup> shall apply, in particular, to the management of Switzerland's contribution.
3. The travel and subsistence expenses of representatives and experts from Switzerland in connection with their participation in meetings organised by the Commission in conjunction with implementation of the programmes shall be reimbursed by the Commission on the same basis and in accordance with the procedures currently in force for experts from the Member States.
4. The Commission shall issue to Switzerland requests for funds corresponding to its contribution to the budget for the programmes, in accordance with this Agreement.

This contribution shall be expressed in euro and shall be paid into a euro bank account held by the Commission.

5. The payment modalities shall be as follows:

- (a) In 2013, following the provisional application of this Agreement, Switzerland shall pay its contribution no later than 30 days after receipt of the request for funds.
- (b) In 2014, Switzerland shall pay its contribution (both for the period 2008-2013 and 2014) not later than 30 days after receipt of the request for funds. This request for funds shall not be issued before 1 July.
- (c) In 2015 and in the following years, Switzerland shall pay its contribution by 1 April, if the request for funds is received by Switzerland by 1 March. A request for funds received by Switzerland after 1 March shall be paid not later than 30 days after receipt.

Any delay in the payment of the contribution will entail the payment of interest by Switzerland on the outstanding amount from the due date. The interest rate shall be the rate applied by the European Central Bank to its principal refinancing operations as published in the C series of the Official Journal of the European Union in force on the first calendar day of the month on which the deadline falls, increased by 3,5 percentage points.

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<sup>(1)</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

<sup>(2)</sup> Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 362, 31.12.2012, p. 1).

# REGULATIONS

## COUNCIL REGULATION

of 20 January 2014

**amending Regulation (EU) No 267/2012 concerning restrictive measures against Iran**

(2014/42/EU)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 215 thereof,

Having regard to Council Decision 2010/413/CFSP of 26 July 2010 concerning restrictive measures against Iran and repealing Common Position 2007/140/CFSP <sup>(1)</sup>,

Having regard to the joint proposal from the High Representative of the Union for Foreign Affairs and Security Policy and the European Commission,

Whereas:

- (1) Council Regulation (EU) No 267/2012 <sup>(2)</sup> gives effect to the measures provided for in Decision 2010/413/CFSP.
- (2) On 24 November 2013, China, France, Germany, the Russian Federation, the United Kingdom and the United States, supported by the High Representative of the Union for Foreign Affairs and Security Policy, reached an agreement with Iran on a Joint Plan of Action which sets out an approach towards reaching a long-term comprehensive solution to the Iranian nuclear issue. It was agreed that the process leading to this comprehensive solution would include, as a first step, initial mutually-agreed measures to be taken by both sides for a duration of six months, renewable by mutual consent.
- (3) As part of this first step, Iran would undertake a number of voluntary measures as specified in the Joint Plan of Action. In return, a number of voluntary measures would be undertaken which would include the suspension by the Union, for a duration of six months, during which the relevant contracts would have to be executed, of the following restrictive measures:

— the prohibition on the provision of insurance and reinsurance and transport of Iranian crude oil,

— the prohibition on the import, purchase or transport of Iranian petrochemical products and on the provision of related services,

— the prohibition on trade in gold and precious metals with the Government of Iran, its public bodies and the Central Bank of Iran, or persons and entities acting on their behalf.

- (4) Furthermore, the Joint Plan of Action also foresees the increase by tenfold of the authorisation thresholds in relation to the transfers of funds to and from Iran.
- (5) On 20 January 2014, the Council adopted Decision 2014/21/CFSP <sup>(3)</sup> amending Decision 2010/413/CFSP.
- (6) The abovementioned measures fall within the scope of the Treaty and regulatory action at the level of the Union is therefore necessary in order to implement them, in particular with a view to ensuring their uniform application by economic operators in all Member States.
- (7) Regulation (EU) No 267/2012 should therefore be amended accordingly,

HAS ADOPTED THIS REGULATION:

### Article 1

Regulation (EU) No 267/2012 is amended as follows:

- (1) In Article 11, the following paragraphs 3 and 4 are added:

"3. The prohibition laid down in point (c) of paragraph 1 shall be suspended as regards the products listed in Annex XI.

4. The prohibition laid down in point (d) of paragraph 1 shall be suspended insofar as it concerns the provision of insurance and reinsurance related to the import, purchase or transport of the products listed in Annex XI."

- (2) In Article 13, the following paragraph 3 is added:

"3. The prohibitions laid down in points (a), (b), (c) and (d) of paragraph 1 shall be suspended."

- (3) In Article 15, the following paragraph 3 is added:

"3. The prohibitions laid down in points (a), (b) and (c) of paragraph 1 shall be suspended as regards the products listed in Annex XII."

- (4) The following Article 28b is inserted:

<sup>(1)</sup> OJ L 195, 27.7.2010, p. 39.

<sup>(2)</sup> Council Regulation (EU) No 267/2012 of 23 March 2012 concerning restrictive measures against Iran and repealing Regulation (EU) No 961/2010 (OJ L 88, 24.3.2012, p. 1).

<sup>(3)</sup> See page 22 of this Official Journal.

*"Article 28b*

1. By way of derogation from Article 23(2) and (3), the competent authorities may authorise, under such conditions as they deem appropriate, the release of economic resources or the making available of funds or economic resources, directly or indirectly, to the Ministry of Petroleum as listed in Annex IX, after having determined that those funds or economic resources are necessary for the execution of contracts for the import or purchase of the petrochemical products listed in Annex V, that originate in Iran or have been imported from Iran.

2. The Member States concerned shall inform the other Member States and the Commission, within 4 weeks, of authorisations granted under this Article."

(5) Article 30 is amended as follows:

(a) in paragraph 3(a):

(i) the reference to "EUR 100 000" is replaced by "EUR 1 000 000";

(ii) the reference to "EUR 40 000" is replaced by "EUR 400 000";

(b) in paragraph 3(b):

(i) the reference to "EUR 100 000" is replaced by "EUR 1 000 000";

(ii) the reference to "EUR 40 000" is replaced by "EUR 400 000";

(c) in paragraph 3(c), the reference to "EUR 10 000" is replaced by "EUR 100 000".

(6) Article 30a is amended as follows:

(a) in paragraph 1(b), the reference to "EUR 40 000" is replaced by "EUR 400 000";

(b) in paragraph 1(c), the reference to "EUR 40 000" is replaced by "EUR 400 000".

(7) In Article 37b, the following paragraph 3 is added:

"3. The prohibition laid down in paragraph 1 shall be suspended."

(8) In point (b) of Article 45, the words "amend Annexes III, IV, IVA, V, VI, VIA, VIB, VII, VIIA, VIIB and X" are replaced by the words "amend Annexes III, IV, IVA, V, VI, VIA, VIB, VII, VIIA, VIIB, X, XI and XII".

(9) Annex I and Annex II to this Regulation are added as Annexes XI and XII respectively.

*Article 2*

This Regulation shall enter into force on the date of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 20 January 2014.

*For the Council*

*The President*

C. ASHTON

## ANNEX I

## "ANNEX XI

**List of products referred to in Article 11(3) and (4)**

HS code	Description
2709 00	Petroleum oils and oils obtained from bituminous minerals, crude".

## ANNEX II

## "ANNEX XII

## LIST OF PRODUCTS REFERRED TO IN ARTICLE 15(3)

HS code	Description
7106	Silver (including silver plated with gold or platinum), unwrought or in semi-manufactured forms, or in powder form
7108	Gold (including gold plated with platinum), unwrought or in semi-manufactured forms, or in powder form
7109	Base metals or silver, clad with gold, not further worked than semi-manufactured
7110	Platinum, unwrought or in semi-manufactured forms, or in powder form
7111	Base metals, silver or gold, clad with platinum, not further worked than semi-manufactured
7112	Waste and scrap of precious metal or of metal clad with precious metal; other waste and scrap containing precious metal or precious-metal compounds, of a kind used principally for the recovery of precious metal".

## DECISIONS

## COUNCIL DECISION 2014/21/CFSP

of 20 January 2014

## amending Council Decision 2010/413/CFSP concerning restrictive measures against Iran

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union, and in particular Article 29 thereof,

Whereas:

- (1) On 26 July 2010, the Council adopted Decision 2010/413/CFSP <sup>(1)</sup> concerning restrictive measures against Iran.
- (2) On 24 November 2013, China, France, Germany, the Russian Federation, the United Kingdom and the United States, supported by the High Representative of the Union for Foreign Affairs and Security Policy, reached an agreement with Iran on a Joint Plan of Action which sets out an approach towards reaching a long-term comprehensive solution to the Iranian nuclear issue. It was agreed that the process leading to this comprehensive solution would include, as a first step, initial mutually-agreed measures to be taken by both sides for a duration of six months and renewable by mutual consent.
- (3) As part of this first step, Iran would undertake a number of voluntary measures as specified in the Joint Plan of Action. In return, a number of voluntary measures would be undertaken which would include, for the Union, the suspension of restrictive measures concerning the prohibition on the provision of insurance and reinsurance and transport for Iranian crude oil, the prohibition on the import, purchase or transport of Iranian petrochemical products and on the provision of related services, and the prohibition on trade in gold and precious metals with the Government of Iran, its public bodies and the Central Bank of Iran, or persons and entities acting on their behalf. The suspension of those restrictive measures is to last for a duration of six months during which the relevant contracts would have to be executed.
- (4) Furthermore, the Joint Plan of Action also foresees a tenfold increase of the authorisation thresholds in relation to the transfers of funds to and from Iran.
- (5) Further action by the Union is needed in order to implement certain measures provided for in this Decision.

- (6) Decision 2010/413/CFSP should therefore be amended accordingly,

HAS ADOPTED THIS DECISION:

*Article 1*

In Decision 2010/413/CFSP the following Article is added:

*"Article 26a*

1. The prohibition set out in Article 3a(1) shall be suspended until 20 July 2014 insofar as it concerns the transport of Iranian crude oil.
2. The prohibition set out in Article 3a(2) shall be suspended until 20 July 2014 insofar as it concerns the provision of insurance and reinsurance, related to the import, purchase, or transport of Iranian crude oil.
3. The prohibition set out in Article 3b shall be suspended until 20 July 2014.
4. The prohibition set out in Article 4c shall be suspended until 20 July 2014 insofar as it concerns gold and precious metals.
5. Article 10(3)(a), (b) and (c) are replaced by the following points until 20 July 2014:
  - "(a) transfers due on transactions regarding foodstuffs, healthcare, medical equipment, or for agricultural or humanitarian purposes below EUR 1 000 000, as well as transfers regarding personal remittances, below EUR 400 000, shall be carried out without any prior authorisation. The transfer shall be notified to the competent authority of the Member State concerned if above EUR 10 000;
  - (b) transfers due on transactions regarding foodstuffs, healthcare, medical equipment, or for agricultural or humanitarian purposes above EUR 1 000 000, as well as transfers regarding personal remittances, above EUR 400 000, shall require the prior authorisation from the competent authority of the Member State concerned. The relevant Member State shall inform the other Member States of any authorisation granted;

<sup>(1)</sup> OJ L 195, 27.7.2010, p. 39.



(c) any other transfer above EUR 100 000 shall require the prior authorisation from the competent authority of the Member State concerned. The relevant Member State shall inform the other Member States of any authorisation granted."

6. Article 10(4)(b) and (c) are replaced by the following points until 20 July 2014:

"(b) any other transfer below EUR 400 000 shall be carried out without any prior authorisation. The transfer shall be notified to the competent authority of the Member State concerned if above EUR 10 000;

(c) any other transfer above EUR 400 000 shall require the prior authorisation from the competent authority of the Member State concerned. The authorisation shall be deemed granted within four weeks unless the competent authority of the Member State concerned has objected within that time-limit. The relevant Member State shall inform the other Member States of any authorisation rejected."

7. The prohibitions set out in Article 18b shall be suspended until 20 July 2014.

8. The prohibitions set out in Article 20(1)(b) and (c) and in Article 20(2) to the Ministry of Petroleum, listed in Annex II, shall be suspended until 20 July 2014, insofar as necessary for the execution, until 20 July 2014, of contracts for the import or purchase of Iranian petrochemical products."

#### *Article 2*

This Decision shall enter into force on the date of its publication in the *Official Journal of the European Union*.

Done at Brussels, 20 January 2014.

*For the Council*  
*The President*  
C. ASHTON





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