



**COUNCIL OF
THE EUROPEAN UNION**

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NOTE

From : Council Secretariat
To : Delegations
No. Cion prop. : 9758/06 TRANS 137 MAR 48 AVIATION 77 RECH 140 MA 8
Subject : 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

Delegations will find attached in annex the above draft Council Decision as it results following its examination by the Working Party on 22 September 2006.

The text has been submitted to the Legal Linguistic services prior to its adoption by I/A procedure.

MT and UK still have a Parliamentary reserve.

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:

Article 1

The signing 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 is hereby approved on behalf of the Community subject to the Council Decision concerning 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 or persons empowered to sign the Agreement on behalf of the Community, subject to its conclusion.

Done at Brussels,

*For the Council
The President*

**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,

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”),

HAVE AGREED AS FOLLOWS:

¹ OJ L70, 18.3.2000, p.3.

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 services, and a public regulated service with restricted access designed to meet the needs of authorised users from the public sector.

“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.

"Parties" shall mean, on the one hand, the Community or the Member States, or the Community and its Member States, in accordance with their respective powers, and, on the other hand, Morocco;

"Territory" or "territories" as regards the European Community and its Member States shall mean the territory to which the Treaty establishing the European Community applies, under the conditions set out in that Treaty."

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. ~~This territory shall, as regards the European Community and its Member States, be considered to be the territory to which the Treaty establishing the European Community applies, under the conditions set out in that Treaty.~~

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 designate an authority responsible for GNSS security issues, including consultation channels. This framework will serve to protect 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 overlay 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 on a possibility for Morocco to participate in the activities of the 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 tax and 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.
