



**COUNCIL OF  
THE EUROPEAN UNION**

**Brussels, 7 October 2003  
(OR. en)**

**12858/03**

**RECH 152  
OC 589**

**LEGISLATIVE ACTS AND OTHER INSTRUMENTS**

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Subject : Council Decision on the signing of the Framework Agreement between the European Community and the European Space Agency

**COMMON GUIDELINES**

**Consultation deadline: 13.10.2003**

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# COUNCIL DECISION

of

on the signing of the Framework Agreement  
between the European Community and  
the European Space Agency

THE COUNCIL OF THE EUROPEAN UNION,

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

Having regard to the proposal from the Commission <sup>1</sup>,

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<sup>1</sup> OJ C ...

Whereas

- (1) The Commission has negotiated, on behalf of the Community, a Framework Agreement with the European Space Agency;
- (2) Subject to possible conclusion at a later date, the Framework Agreement should be signed,

HAS DECIDED AS FOLLOWS:

Sole Article

1. The President of the Council is hereby authorised to designate the person empowered to sign, on behalf of the European Community, the Framework Agreement between the European Community and the European Space Agency, subject to possible conclusion at a later date.
2. The text of the Framework Agreement is attached hereto.

Done at Brussels,

For the Council  
The President

FRAMEWORK AGREEMENT  
BETWEEN THE EUROPEAN COMMUNITY AND  
THE EUROPEAN SPACE AGENCY



THE EUROPEAN COMMUNITY,

and

THE EUROPEAN SPACE AGENCY,

(hereafter also collectively referred to as "the Parties")

WHEREAS the European Community and the European Space Agency ("ESA") consider that closer cooperation between them will strengthen the peaceful use of space as an important tool to contribute to European cohesion and economic growth and will allow space-related activities to be brought to a wider political, economic, scientific, environmental and social framework more directly at the service of European citizens;

WHEREAS each Party is confident that such cooperation will create added value for the benefit of European citizens;

WHEREAS the Parties recognise that they have specific complementary and mutually reinforcing strengths and are committed to cooperating in an efficient and mutually beneficial manner and to avoiding any unnecessary duplication of effort;

WHEREAS space technology has become a unique and critical technology enabling the Community to address and achieve a large number of the goals of its policies, notably related to information society, transport and environmental protection;

HAVING REGARD TO the various Resolutions adopted by the EU Council <sup>1</sup> and by the ESA Council <sup>2</sup> and to the EU Council Conclusions of 10 December 2001, the said two Councils have encouraged the establishment of a framework for cooperation between the Parties, while maintaining their respective distinct tasks and responsibilities;

WHEREAS Decision No 676/2002 of the European Parliament and of the Council of 7 March 2002 on a regulatory framework for radio spectrum policy in the European Community ("Radio Spectrum Decision") is relevant, given that any space systems or applications will depend on the availability of radio frequencies,

HAVE AGREED AS FOLLOWS:

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<sup>1</sup> The EU Council Resolutions of 22 June 1998 (OJ C 224, p. 1), 2 December 1999 (OJ C 375, p. 1), 16 November 2000, (OJ C 371, p. 2).

<sup>2</sup> The ESA resolutions of: 23 June 1998: ESA/C/CXXXVI/Res.1 (Final), 11 May 1999: ESA/C-M/CXLI/Res. 1 (Final); ESA/C(2000)67; ESA/C-M/CXLVIII/Res. 1 (Final), 16.11.2000, referring to the European Strategy for Space; ESA/C-M/CLIV/Res. 1 (Final), 15.11.2001; ESA/C-M/CLXV/Res.3 (Final), 27.5.2003.

## ARTICLE 1

### Purpose of the Cooperation

The aim of this Framework Agreement is to address the following issues:

1. The coherent and progressive development of an overall European Space Policy. Specifically, this policy shall seek to link demand for services and applications using space systems in support of the Community policies with the supply of space systems and infrastructure necessary to meet that demand.
  
2. The establishment of a framework providing a common basis and appropriate operational arrangements for an efficient and mutually beneficial cooperation between the Parties with regard to space activities in accordance with their respective tasks and responsibilities and fully respecting their institutional settings and operational frameworks. The cooperation under this Framework Agreement between the Parties aims at:
  - (a) securing Europe's independent and cost-effective access to space and the development of other fields of strategic interest necessary for the independent use and application of space technologies in Europe;
  
  - (b) ensuring that the overall European Space Policy takes into particular account the general policies pursued by the European Community;



- (c) supporting Community policies by using space technologies and space infrastructures where appropriate and promoting the use of space systems in support of sustainable development, economic growth and employment;
- (d) optimising the use of expertise and available resources and contributing to the consolidation of the close cooperation between the European Community and ESA, thereby linking the demand and supply of space systems within a strategic partnership;
- (e) achieving greater coherence and synergy of research and development in order to optimise the use of resources available in Europe, including the network of technical centres.

## ARTICLE 2

### Principles of Cooperation

1. The cooperation between the Parties shall be pursued in the light of the common objectives as defined under Article 1, with due regard to their respective tasks and responsibilities and their respective institutional settings and operational frameworks.
2. Each Party shall take the decisions necessary for the implementation of this Agreement, as described in Article 4, in accordance with its own internal procedures.

3. Bearing in mind the nature of space technologies and infrastructures, both Parties, in implementing this Agreement, shall take into account their security dimension.

## ARTICLE 3

### Fields of Cooperation

1. The Parties have identified the following specific fields of cooperation:

- science
- technology
- earth observation
- navigation
- communication by satellite
- human space flight and micro-gravity
- launchers
- spectrum policy related to space.

2. The Parties may identify and develop new fields for cooperation.

## ARTICLE 4

### Implementation

1. For the implementation of this Agreement each Party shall undertake, in compliance with its own prerogatives, legal instruments and procedures, such actions as are required to achieve the purpose of the cooperation provided for in Article 1.
2. Such actions shall aim at fostering the utilisation of space research and development and space applications in the public and private sectors, the promotion of the adoption of legislative, regulatory and standardisation measures in this sector, the funding and carrying out of joint initiatives pursuant to Article 5.
3. Each Party shall refer to the competencies and capabilities of the other, whenever an action is necessary, to pursue the purpose of the cooperation, and shall provide the other Party with expertise and support in its own specific fields of competence.

## ARTICLE 5

### Joint initiatives

1. Subject to paragraph 3, the joint initiatives to be carried out by the Parties may take, without being limited to, the following forms:
  - (a) the management by the ESA of European Community space-related activities in accordance with the rules of the European Community;
  - (b) the participation by the European Community in an optional programme of the European Space Agency, in accordance with Article V.I.b of the ESA Convention;
  - (c) the carrying out of activities which are coordinated, implemented and funded by both Parties;
  - (d) the creation by the Parties of bodies charged with pursuing initiatives complementary to research and development activities, such as the provision of services, the promotion of operators formation and the management of infrastructures;
  - (e) the carrying out of studies, the organisation of scientific seminars, conferences, symposia and workshops, the training of scientists and technical experts, the exchange or sharing of equipment and materials, the access to facilities, and the support of visits and exchanges of scientists, engineers or other specialists.

2. When the implementation of a joint initiative requires a detailed definition, it shall be provided for in specific arrangements to be entered into between the Parties. Whenever applicable, such specific arrangements should include at least:

- (a) the overall mission definition;
- (b) a description of the objectives;
- (c) a consolidated set of user requirements;
- (d) a work plan;
- (e) an appropriate management scheme;
- (f) the role and financial implications of the Parties;
- (g) an industrial policy scheme;
- (h) budgetary aspects;
- (i) rules of intellectual property rights, rules of ownership including the transfer of ownership, the implementation principles including voting rights, and the participation by third Parties.

Both Parties shall work out guiding principles in addition to these specific arrangements as soon as possible.

3. Any financial contribution made by one Party in accordance with a specific arrangement shall be governed by the financial provisions applicable to that Party. Under no circumstances shall the European Community be bound to apply the rule of "geographical distribution" contained in the ESA Convention and specially in Annex V thereto. Compliance with the rules relating to financial control and auditing of the Party contributing to the joint initiatives, or of both Parties in case of joint contribution, shall apply to any joint activity.

## ARTICLE 6

### Consultation and information

1. The Parties shall consult each other regularly in order to coordinate their activities to the fullest extent. Each Party shall inform the other of any initiatives within its own decision-making process, in the fields of cooperation under Article 3, which may be of interest to the other Party.
2. The Parties shall exchange all information at their disposal which may be required for the implementation of this Agreement, subject to their respective rules.
3. Except when otherwise provided, the Parties shall not disclose any information exchanged in connection with this Agreement to any persons other than those employed by them or officially entitled to handle such information nor shall they use it for commercial purposes. Such disclosure shall extend only so far as may be necessary for the purpose of this Agreement set out in Article 1 and shall be in strict confidence.

## ARTICLE 7

### External dimension of the cooperation

1. Each Party shall inform the other of its activities of an international dimension which may be of interest to the other Party.
2. Whenever appropriate a Party may, in relation to any matters relevant to its international activities, consult the other Party.
3. Once a specific arrangement has been concluded between the parties in accordance with Article 5, the external aspects of this joint activity vis-à-vis third parties shall be pursued jointly by the parties in accordance with that specific arrangement.

## ARTICLE 8

### Coordination and facilitation of cooperative activities

1. The coordination and facilitation of cooperative activities under this Agreement shall be accomplished by regular joint and concomitant meetings of the Council of the European Union and of the Council of ESA at ministerial level ("Space Council").

2. The objectives of the joint and concomitant meetings shall include the following:

- (a) providing orientations supporting the achievement of the objectives of this Agreement and identifying actions required;
- (b) making recommendations, in particular related to the main elements of the specific arrangements;
- (c) advising the parties on ways to enhance cooperation consistent with the principles set out in this Agreement;
- (d) reviewing the effective and efficient functioning of this Agreement.

3. A Secretariat shall assist the concomitant meetings and shall elaborate the initiatives deriving from the implementation of this Agreement. The Secretariat shall implement the guidelines provided by the concomitant meetings of the two Councils. The Secretariat shall establish its own rules of procedure and be composed of officials of the Commission of the European Communities and of the ESA Executive. The Parties shall undertake, in accordance with their respective rules and procedures, to contribute to the required administrative support.

4. Without prejudice to the Parties' internal decision-making procedures, the Secretariat shall consult on a regular and informal basis high-level representatives of the Member States of the European Community and of the European Space Agency, with the purpose of reaching common understanding on issues related to the implementation of this Agreement.



## ARTICLE 9

### Exchange of personnel

1. The Parties may second members of their staff to each other for specified periods in order to share expertise and develop mutual understanding.
2. Rules for the implementation of this Article shall be established by the Secretariat, as referred to in Article 8, and be agreed to in the form of a specific arrangement under this Framework Agreement.

## ARTICLE 10

### Public relations

1. The Parties undertake to coordinate in advance their public-relations, press and media activities concerning any joint public activities relating to subjects covered by this Agreement.
2. In all relevant media activities, the role of each Party in this Agreement shall be clearly identified and mentioned.
3. The detailed arrangements for implementing public relations activities provided for in this Article shall be adopted jointly.

## ARTICLE 11

### Settlement of disputes

1. Any disputes which may arise between the Parties relating to the interpretation or application of this Agreement shall be submitted for direct negotiations within the Secretariat.
2. If it is not possible to settle the dispute in accordance with paragraph 1, either of the two Parties may notify the other of the appointment of an arbitrator. The other Party shall then appoint its own arbitrator within a period of two months. The arbitrators shall then appoint a third arbitrator within one month.
3. The arbitrators' decisions shall be taken by majority vote.
4. The award of the Arbitration Tribunal shall be final and binding on the Parties.
5. Each Party to the dispute shall take the appropriate steps required to implement the arbitrators' decisions.

## ARTICLE 12

### Entry into force, duration, amendments and termination

1. This Agreement shall enter into force on the date of the last written communication by which the Parties notify each other that their respective internal procedures necessary for its entry into force have been completed.
2. This Agreement shall remain in force for four years from the date of its entry into force. It shall be automatically extended for subsequent periods of four years unless either of the Parties notifies the other Party in writing, at least one year before the expiry of any of its periods of duration, of its intention to terminate it.

This Agreement shall terminate upon the expiry of twelve months after the receipt of written notification by one Party sent by the other Party.

3. The termination or expiry of this Agreement shall not affect the validity of the specific arrangements entered into between the Parties in accordance with Article 5, which shall remain in full force and effect until the terms for their execution or termination take place.

4. This Agreement shall be amended only by written agreement between the Parties.

5. This Agreement is not intended to modify or supersede any previous agreements entered into between the Parties, which shall remain in full force and effect in accordance with their own terms and provisions.

## ARTICLE 13

### Signature and authenticity

This Agreement shall be drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Norwegian, Portuguese, Spanish and Swedish languages, each of these texts being equally authentic.