

**EUROPEAN OUTLINE CONVENTION  
ON TRANSFRONTIER CO-OPERATION  
BETWEEN TERRITORIAL COMMUNITIES  
OR AUTHORITIES**

**Madrid, 21.V.1980**

**Preamble**

The member States of the Council of Europe, signatories to this Convention,

Considering that the aim of the Council of Europe is to achieve a greater unity between its members and to promote co-operation between them;

Considering that, as defined in Article 1 of the Council of Europe Statute, this aim will be pursued in particular by agreements in the administrative field;

Considering that the Council of Europe shall ensure the participation of the territorial communities or authorities of Europe in the achievement of its aim;

Considering the potential importance, for the pursuit of this objective, of co-operation between territorial communities or authorities at frontiers in such fields as regional, urban and rural development, environmental protection, the improvement of public facilities and services and mutual assistance in emergencies;

Having regard to past experience which shows that co-operation between local and regional authorities in Europe makes it easier for them to carry out their tasks effectively and contributes in particular to the improvement and development of frontier regions;

Being resolved to promote such co-operation as far as possible and to contribute in this way to the economic and social progress of frontier regions and to the spirit of fellowship which unites the peoples of Europe;

Have agreed as follows:

**Article 1**

Each Contracting Party undertakes to facilitate and foster transfrontier co-operation between territorial communities or authorities within its jurisdiction and territorial communities or authorities within the jurisdiction of other Contracting Parties. It shall endeavour to promote the conclusion of any agreements and arrangements that may prove necessary for this purpose with due regard to the different constitutional provisions of each Party.

**Article 2**

- 1 For the purpose of this Convention, transfrontier co-operation shall mean any concerted action designed to reinforce and foster neighbourly relations between territorial communities or authorities within the jurisdiction of two or more Contracting Parties and the conclusion of any agreement and arrangement necessary for this purpose. Transfrontier co-operation shall take place in the framework of territorial communities' or authorities' powers as defined in domestic law. The scope and nature of such powers shall not be altered by this Convention.

- 2 For the purpose of this Convention, the expression “territorial communities or authorities” shall mean communities, authorities or bodies exercising local and regional functions and regarded as such under the domestic law of each State. However, each Contracting Party may, at the time of signing this Convention or by subsequent notification to the Secretary General of the Council of Europe, name the communities, authorities or bodies, subjects and forms to which it intends to confine the scope of the Convention or which it intends to exclude from its scope.

### **Article 3**

- 1 For the purpose of this Convention the Contracting Parties shall, subject to the provisions of Article 2, paragraph 2, encourage any initiative by territorial communities and authorities inspired by the outline arrangements between territorial communities and authorities drawn up in the Council of Europe. If they judge necessary they may take into consideration the bilateral or multilateral inter-state model agreements drawn up in the Council of Europe and designed to facilitate co-operation between territorial communities and authorities.

The arrangements and agreements concluded may be based on the model and outline agreements, statutes and contracts appended to this Convention, numbered 1.1 to 1.5 and 2.1 to 2.6<sup>1</sup> with whatever changes are required by the particular situation of each Contracting Party. These model and outline agreements, statutes and contracts are intended for guidance only and have no treaty value.

- 2 If the Contracting Parties deem it necessary to conclude inter-state agreements, these may *inter alia* establish the context, forms and limits within which territorial communities and authorities concerned with transfrontier co-operation may act. Each agreement may also stipulate the authorities or bodies to which it applies.
- 3 The above provisions shall not prevent the Contracting Parties from having recourse, by common consent, to other forms of transfrontier co-operation. Similarly, the provisions of this Convention should not be interpreted as invalidating existing agreements on co-operation.
- 4 Agreements and arrangements shall be concluded with due regard to the jurisdiction provided for by the internal law of each Contracting Party in respect of international relations and general policy and to any rules of control or supervision to which territorial communities or authorities may be subject.
- 5 To that end, any Contracting Party may, when signing the present Convention or in a later communication to the Secretary General of the Council of Europe, specify the authorities competent under its domestic law to exercise control or supervision with regard to the territorial communities and authorities concerned.

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<sup>1</sup> Additional model and outline agreements have been authorised for publication; they are appended to

this Convention and numbered 1.6 to 1.14 and 2.7 to 2.16.

**Article 4**

Each Contracting Party shall endeavour to resolve any legal, administrative or technical difficulties liable to hamper the development and smooth running of transfrontier co-operation and shall consult with the other Contracting Party or Parties concerned to the extent required.

**Article 5**

The Contracting Parties shall consider the advisability of granting to territorial communities or authorities engaging in transfrontier co-operation in accordance with the provisions of this Convention the same facilities as if they were co-operating at national level.

**Article 6**

Each Contracting Party shall supply to the fullest possible extent any information requested by another Contracting Party in order to facilitate the performance by the latter of its obligations under this Convention.

**Article 7**

Each Contracting Party shall see to it that the territorial communities or authorities concerned are informed of the means of action open to them under this Convention.

**Article 8**

- 1 The Contracting Parties shall forward to the Secretary General of the Council of Europe all relevant information concerning the agreements and arrangements provided for in Article 3.
- 2 Any proposal made by one or more Contracting Parties with a view to adding to or extending this Convention or the model agreements and arrangements shall be communicated to the Secretary General of the Council of Europe. The Secretary General shall then submit it to the Committee of Ministers of the Council of Europe which shall decide on the action to be taken.

**Article 9**

- 1 This Convention shall be open to signature by the member States of the Council of Europe. It shall be subject to ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with the Secretary General of the Council of Europe.
- 2 The Convention shall enter into force three months after the date of the deposit of the fourth instrument of ratification, acceptance or approval, provided that at least two of the States having carried out this formality possess a common frontier.
- 3 In respect of a signatory State ratifying, accepting or approving subsequently, the Convention shall come into force three months after the date of the deposit of its instrument of ratification, acceptance or approval.

**Article 10**

- 1 After the entry into force of this Convention, the Committee of Ministers of the Council of Europe may decide unanimously to invite any European non-member State to accede thereto. This invitation must receive the express agreement of each of the States which have ratified the Convention.
- 2 Such accession shall be effected by depositing with the Secretary General of the Council of Europe an instrument of accession which shall take effect three months after the date of its deposit.

**Article 11**

- 1 Any Contracting Party may, in so far as it is concerned, denounce this Convention by means of notification addressed to the Secretary General of the Council of Europe.
- 2 Such denunciation shall take effect six months after the date of receipt by the Secretary General of such notification.

**Article 12**

The Secretary General of the Council of Europe shall notify the member States of the Council of Europe, and any State that has acceded to this Convention of:

- a any signature;
- b any deposit of an instrument of ratification, acceptance, approval or accession;
- c any date of entry into force of this Convention in accordance with Article 9 thereof;
- d any declaration received in pursuance of the provisions of paragraph 2 of Article 2 or of paragraph 5 of Article 3;
- e any notification received in pursuance of the provisions of Article 11 and the date on which denunciation takes effect.

In witness whereof the undersigned, being duly authorised thereto, have signed this Convention.

Done at Madrid, the 21st day of May 1980 in English and in French, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Council of Europe. The Secretary General of the Council of Europe shall transmit certified copies to each member State of the Council of Europe and to any State invited to accede to this Convention.

## Appendix<sup>1</sup>

### Model and Outline Agreements, Statutes and Contracts on Transfrontier Co-operation between Territorial Communities or Authorities

This graduated system of model agreements was devised by distinguishing between two main categories defined according to the level at which the agreement is concluded:

- model inter-state agreements on transfrontier co-operation at local and regional level;
- outline agreements, contracts and statutes capable of providing a basis for transfrontier co-operation between territorial authorities or communities.

As shown in the table hereafter, only the two model inter-state agreements for the promotion of transfrontier co-operation and regional transfrontier liaison fall exclusively within the jurisdiction of States. The other inter-state agreements merely establish a legal framework for the conclusion of agreements or contracts between territorial authorities or communities, the outlines of which have been placed in the second category.

1 Model inter-state agreements General clauses for model agreements	2 Outline agreements, statutes and contracts between local authorities
1.1 Model inter-state agreement for the promotion of transfrontier co-operation 1.2 Model inter-state agreement on regional transfrontier consultation 1.3 Model inter-state agreement on local transfrontier consultation 1.4 Model inter-state agreement on contractual transfrontier co-operation between local authorities 1.5 Model inter-state agreement on organs of transfrontier co-operation between local authorities 1.6 Model agreement in interregional and/or intermunicipal economic and social co-operation 1.7 Model agreement on inter-governmental co-operation in the field of spatial planning 1.8 Model agreement in interregional and/or intermunicipal transfrontier co-operation in the field of spatial planning 1.9 Model agreement on the creation and management of transfrontier parks	2.1 Outline agreement on the setting up of a consultation group between local authorities 2.2 Outline agreement on co-ordination in the management of transfrontier local public affairs 2.3 Outline agreement on the setting up of private law transfrontier associations 2.4 Outline contract for the provision of supplies or services between local authorities in frontier areas (private-law type) 2.5 Outline contract for the provision of supplies or services between local authorities in frontier areas (public-law type) 2.6 Outline agreement on the setting up of organs of transfrontier co-operation between local authorities 2.7 Model agreement in interregional and/or intermunicipal economic and social co-operation (see para. 1.6)

<sup>1</sup> As stated in Article 3, first paragraph, second sub-paragraph, of the Convention, the model and outline agreements, statutes and contracts are intended for guidance only and have no treaty value.

- 1.10 Model agreement on the creation and management of transfrontier rural parks
- 1.11 Model inter-state agreement on transfrontier co-operation in matters concerning lifelong training, information, employment and working conditions
- 1.12 Model inter-state agreement for the promotion of transfrontier or transnational school co-operation
- 1.13 Model agreement on transfrontier or interterritorial co-operation concerning land use along transfrontier rivers
- 1.14 Model inter-state agreement (bilateral or multilateral) on transfrontier co-operation groupings having legal personality
- 2.8 Model agreement in interregional and/or intermunicipal transfrontier co-operation in the field of spatial planning (see para. 1.8)
- 2.9 Model agreement on the creation and management of transfrontier parks (see para. 1.9)
- 2.10 Model agreement on the creation and management of transfrontier rural parks (see para. 1.10)
- 2.11 Model agreement on the creation and management of transfrontier parks between private law associations
- 2.12 Model agreement between local and regional authorities on the development of transfrontier co-operation in civil protection and mutual aid in the event of disasters occurring in frontier areas
- 2.13 Model agreement on transnational co-operation between schools and local communities
- 2.14 Model agreement on the institution of a transfrontier school curriculum
- 2.15 Model agreement on transfrontier or interterritorial co-operation concerning land use along transfrontier rivers
- 2.16 Model agreement on transfrontier co-operation establishing the statutes of a transfrontier co-operation grouping having legal personality



## 1 Model inter-state agreements

*Introductory note:* The system of inter-state agreements aims above all to define precisely the context, forms and limits which States favour for territorial authority action, and to eliminate legal uncertainties likely to create problems (definition of the applicable law, judicial authorities, possible avenues of appeal, etc).

Further, the conclusion of inter-state agreements between the States concerned promoting transfrontier co-operation between local authorities would undoubtedly be advantageous in the following respects:

- official recognition of the legitimacy of such co-operation procedures and encouragement for local authorities to use them;
- purpose and conditions of intervention by supervisory or controlling authorities;
- exchange of information between States;
- links which may be established between such forms of co-operation and other procedures for concerted action in frontier areas;
- amendment of legal rules or interpretations thereof which hinder transfrontier co-operation etc.

The system of multiple choice model agreements enables governments to place frontier co-operation within whatever context is best suited to their needs by using the inter-state agreement for the promotion of transfrontier co-operation (1.1) as a foundation and supplementing it with any of the various options (model agreements 1.2 to 1.5). States could have recourse either to one option only or to more or even all of them, and they could do so either simultaneously or in stages. In the case of agreements between States which already have similar legal systems, such as the Scandinavian states, recourse to agreements of such a specific kind might prove unnecessary.

### **General clauses for model agreements 1.1 to 1.5\***

#### **Article a**

- 1 For the purposes of this agreement “local authorities” shall mean authorities, communities, or bodies exercising local functions under the domestic law of each State.
- 2 For the purposes of this agreement “regional authorities” shall mean authorities, communities or bodies exercising regional functions under the domestic law of each State.<sup>1</sup>

#### **Article b**

This agreement shall not prejudice various existing forms of transfrontier co-operation between the States parties, particularly those based on an international agreement.

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\* See footnote 1, page 3.

<sup>1</sup> Paragraph 2 will not be included in draft agreements 1.3, 1.4 and 1.5.

**Article c**

The Parties shall inform regional and local authorities of the scope for action afforded to them and shall help them to avail themselves thereof.

**Article d**

“Higher authorities” shall in the present agreement mean such authorities as shall be designated by each Party.

**Article e**

The extent and nature of local authorities' power as defined in the domestic law of the States parties shall in no way be modified by this agreement.

**Article f**

Each State may at any time specify the areas of its territory, the objectives and forms of co-operation which are excluded from the application of this agreement.

Such a specification shall not, however, prejudice rights acquired in the context of existing co-operation.

**Article g**

The Parties shall keep the Secretary General of the Council of Europe informed of the activities of the commissions, committees and other bodies entrusted with a task under this agreement.

**Article h**

The Parties may make minor changes to this agreement in the light of experience, by simple exchange of notes.

**Article i**

- 1 Each Party shall notify the other of the completion of the procedures required under its domestic law for the implementation of this agreement, which shall take effect as from the date of the last notification.
- 2 This agreement is concluded for a period of five years from its entry into force. Unless six months' notice of termination be given prior to its expiry, it shall be tacitly renewed on the same terms for successive further periods of five years.
- 3 The Party giving notice of termination may signify that it applies only to specified articles, geographical regions or fields of activity. In such a case, the agreement shall remain in force for the remainder, unless terminated by the other Party or Parties within four months of receiving notice of partial termination.
- 4 The Parties may at any time suspend application of the present agreement for a specific period. They may similarly agree that the activity of a particular committee be suspended or discontinued.

## 1.1 Model inter-state agreement for the promotion of transfrontier co-operation

*Introductory note:* This is a model inter-state agreement containing general basic provisions which could be concluded either on its own or in conjunction with one or more of the model inter-state agreements appearing below.

The governments of.....  
and.....  
aware of the advantages of transfrontier co-operation as defined in the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities, have agreed as follows:

### Article 1

The Parties shall undertake to seek and promote means for transfrontier co-operation at regional and local level.

By transfrontier co-operation they understand all concerted administrative, technical, economic, social or cultural measures to consolidate and enhance neighbourly co-operation between the areas situated on either side of the frontier, and the conclusion of appropriate agreements for the purpose of resolving such problems as may arise in this field.

These measures should seek, *inter alia*, to improve the conditions for regional and urban development, the protection of natural resources, mutual aid in case of a disaster or calamity and the improvement of public services.

### Article 2

The Parties shall endeavour, through mutual consultation, to secure to the regional authorities within their jurisdiction the resources needed to permit them to establish co-operation.

### Article 3

They also undertake to encourage local authority action aimed at establishing and developing transfrontier co-operation.

### Article 4

Local and regional authorities engaging in transfrontier co-operation in accordance with this agreement shall be entitled to the same facilities and protection as if they were co-operating at national level.

The competent authorities of each Party shall see to it that budget provision is made for the appropriations needed to cover the running expenditure of the bodies responsible for promoting the transfrontier co-operation covered by this agreement.

**Article 5**

Each Party shall instruct such body, commission or institution as it shall designate to study current national legislation and regulations with a view to suggesting changes in any provisions liable to hinder the development of local transfrontier co-operation. Such bodies shall give particular consideration to improving fiscal and customs regulations, foreign exchange and capital transfer rules and procedures governing intervention by higher authorities, particularly as regards supervision or control.

Before taking the steps referred to in the above sub-paragraph, the Parties shall consult with each other as necessary and exchange any relevant information.

**Article 6**

The Parties shall endeavour, by arbitration or other means, to resolve matters in dispute of local importance whose prior settlement would be necessary for the success of transfrontier co-operation projects.

**1.2 Model inter-state agreement on transfrontier regional consultation**

*Introductory note:* This agreement may be concluded either individually or in conjunction with one or more of the model inter-state agreements (Texts 1.1 to 1.5)\*.

**Article 1**

In order to promote transfrontier consultation between the regions defined in the appendix to this text, the Parties shall establish a joint commission (hereinafter referred to as “the Commission”), and if necessary one or more regional committees (hereinafter referred to as “Committees”) to deal with matters relating to transfrontier consultation.

**Article 2**

- 1 The Commission and Committees comprise delegations whose members are chosen by each of the Parties.
- 2 Delegations to the Commission shall comprise not more than 8 members, of whom at least 3 shall represent the regional authorities. The chairman of delegations to the Committees, or their representatives, shall take part, in an advisory capacity, in the proceedings of the Commission.<sup>1</sup>

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\* See footnote 1, page 3.

<sup>1</sup> The figures given for the number of members of the Commission are intended for guidance only and should be adapted to individual situations, as indeed should all the provisions in this model agreement. By giving figures the authors of the model agreements intended to highlight the need for efficient commissions with relatively few members. They also wanted to give an indication of the ratio to be maintained between representatives of central authorities on the one hand and of regional authorities on

the other.

- 3 The Committees shall be composed of ... delegations, each comprising ... members, and shall be formed at the instigation of the Commission in agreement with the regional and local authorities of the frontier areas covered by this agreement. Delegations to the Committees shall be composed of representatives of those authorities or of regional or local bodies. One delegate shall be appointed by the central authorities. He shall, where appropriate, be chosen from among the bodies representing the central authorities in the frontier areas for which the Committees are responsible.
- 4 The Commission shall meet at least once per year. The Committees shall meet as required, but at least twice per year.
- 5 The Commission and the Committees shall draw up their own rules of procedure.

### **Article 3**

Each Party shall defray the expenditure of its own delegation to the Commission.

The expenditure of delegations to the Committees shall be defrayed by the authorities forming such delegations.

### **Article 4**

purposes of co-ordination and continuity in the work of the Commission and the Committees, the Parties shall if need be establish a Secretariat whose composition, headquarters, manner of operation and financing shall be laid down in an ad hoc arrangement between them, as proposed by the Commission. Failing agreement between the Parties, the Commission itself may establish such a Secretariat.

### **Article 5**

The frontier areas covered by this agreement shall be specified in an Annex thereto, the content of which may be amended simply by an exchange of notes.

### **Article 6**

- 1 The matters dealt with under transfrontier consultations shall be those arising in the following fields<sup>1</sup>:
  - urban and regional development;
  - transport and communications (public transport, roads and motorways, joint airports, waterways, seaports, etc);
  - energy (power stations, gas, electricity and water supplies);
  - nature conservation (places requiring protection, recreation areas, natural parks, etc);
  - water conservation (pollution control, treatment plants, etc);
  - protection of the atmosphere (air pollution, noise abatement, noise-free zones, etc);
  - education, training and research;
  - public health (eg use of medical facilities in one of the areas by the inhabitants of another);

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<sup>1</sup> This list is given merely for guidance and should be adapted to each co-operation project. It is not to be interpreted as modifying the powers vested in territorial authorities by domestic law. Both central and

regional authorities are, after all, represented on the Commission.

- culture, leisure and sport (theatres, orchestras, sports centres, holiday homes and camps, youth centres, etc);
  - mutual assistance in disaster relief (fire, flood, epidemics, air crashes, earthquakes, mountain accidents, etc);
  - tourism (joint projects for the promotion of tourism);
  - problems relating to frontier workers (transport facilities, housing, social security, taxation, employment, unemployment, etc);
  - economic projects (new industry, etc.);
  - miscellaneous projects (refuse disposal plant, sewerage, etc);
  - improvement of the agrarian system;
  - social facilities.
- 2 The Parties may agree to amend this list by simply exchanging notes.

#### **Article 7**

- 1 Unless otherwise provided, the Commission shall be responsible for dealing with general matters and matters of principle, such as drawing up programmes for the Committees, co-ordination and contact with the central administrations concerned and with joint Commissions established before the entry into force of this agreement.
- 2 The Commission shall in particular be responsible for referring to the respective governments, as appropriate, its own and the Committees' recommendations and any projects for the conclusion of international agreements.
- 3 The Commission may avail itself of the services of experts for the investigation of particular questions.

#### **Article 8**

- 1 The primary function of the Committees shall be to investigate problems arising in the fields specified in Article 6 and to make proposals and recommendations accordingly. Such problems may be referred to them by the Commission, by the Parties' central, regional or local authorities and by institutions, associations or other public or private bodies. They may also take up matters on their own initiative.
- 2 The Committees may, for the purpose of studying these matters, set up working parties. They may also avail themselves of the services of experts, and request legal opinions or technical reports. The Committees shall, through the fullest possible consultation, seek to obtain results in keeping with the interests of the population concerned.

#### **Article 9**

- 1 The Committees shall inform the Commission of matters referred to them and of the conclusions which they have reached.
- 2 Where their conclusions require decisions by the Commission or by the respective governments, the Committees shall make recommendations to the Commission.

#### **Article 10**

- 1 Both the Commission and the Committees shall be empowered to settle matters of common interest which are referred to them with the members' agreement, provided that their members hold powers in respect thereof according to the legislation of the Parties.



- 2 The Commission and the Committees shall exchange information on the decisions reached in this respect.

#### **Article 11**

- 1 The delegations to the Commission or the Committees shall exchange information on the action taken by the competent authorities on recommendations made or agreements drafted in accordance with Article 7.2 and Article 9.2.
- 2 The Commission and the Committees shall consider the action required on the measures taken by the competent authorities referred to in paragraph 1.

### **1.3 Model inter-state agreement on local transfrontier consultation**

*Introductory note:* This agreement may be concluded either individually or in conjunction with one or more of the model inter-state agreements (Texts 1.1 to 1.5)\*.

#### **Article 1**

With a view to ensuring a fuller exchange of information and developing consultation between local authorities on either side of frontiers, the Parties call on such authorities to make a joint study of problems of common interest through consultation committees.

#### **Article 2**

The rules of procedure of such committees shall be agreed by their members. Higher authorities shall be associated with their proceedings or kept informed of them.

The consultation committees shall be associated with the work of regional transfrontier consultation commissions on terms to be decided by the latter, should such commissions have been set up in the regions in question. Similarly, these commissions shall give their assistance to the work of the consultation committees.

They may also act as advisory bodies in connection with the implementation of special inter-state agreements concluded in the context of transfrontier co-operation.

#### **Article 3**

The function of the consultation committees shall be to organise exchanges of information and consultations on both sides as well as to study matters of common interest and determine common aims.

Their activities shall be governed by respect for the responsibilities of their members and no transfer of powers shall be involved.

The members of these committees may, however, within the framework of co-operation agreements, decide together what measures or restrictions are to guide their respective activities or what preliminary consultation procedures they wish to see followed.

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\* See footnote 1, page 3.

**Article 4 (alternative)**

To assist these consultation committees in their work, the local authorities concerned may, within the limits of the powers conferred on them under domestic law, form associations to provide a legal framework for their co-operation.

Such associations shall be set up under the civil law or commercial law applicable to associations in one of the States concerned. For the application of the legal system chosen, should the occasion arise, the conditions, formalities and particular authorisations concerning the nationality of members of the associations should be disregarded.

The information provided to the higher authorities, conforming to Article 2, will include all information on the activities of the associations mentioned in the present article.

**1.4 Model inter-state agreement on contractual transfrontier co-operation between local authorities**

*Introductory note:* This agreement may be concluded either individually or in conjunction with one or more of the draft inter-state agreements (Texts 1.1 to 1.5)\*.

**Article 1**

Transfrontier co-operation between local authorities shall be conducted *inter alia* by means of administrative, economic or technical contracts.

**Article 2**

Transfrontier co-operation contracts shall be concluded by local authorities within the limits of their powers under domestic law.

They shall *inter alia* relate to the provision of supplies or services, the taking of joint action, the creation of associations established on the basis of civil or commercial law of one of the States parties or the membership of such an association.<sup>1</sup>

**Article 3**

The Parties to such a contract shall specify the law applicable thereto by reference to the law of contracts (both public and private) of one of the States parties to this agreement.

They shall also specify, as far as is necessary, those derogations that may be made from such provisions of that law as are not binding.

Failing any relevant stipulation in the contract, the law applicable shall be that of the State of whichever local authority is responsible thereunder for providing the principal service, or failing this, the local authority with the most important financial involvement.

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\* See footnote 1, page 3.

<sup>1</sup> The coherence of this agreement remains the same whether or not this paragraph is included.

Under all circumstances the persons subject to the local authorities parties to the contract shall retain any right to take action against or seek remedy from the said authorities which they would have enjoyed with regard to the authorities if the latter had retained their duty to provide the said persons with the supplies or services in question. The local authorities against which such action is taken or from which remedies are sought shall be entitled to institute proceedings against those local authorities which have assumed responsibility for providing the supplies or services.

#### **Article 4**

Proposals for the conclusion or amendment of contracts shall be simultaneously subject in each State to the ordinary rules governing intervention by higher authorities. However, no approval shall be required from authorities parties to the contract. Any decision taken by a higher authority which may prevent the conclusion or application, or which may provoke the cancellation, of a transfrontier co-operation contract, should imply previous consultations with the corresponding higher authorities of the other States concerned.

#### **Article 5**

In the event of a dispute, the competent judicial authority shall be determined by the applicable law. However, transfrontier co-operation contracts may include arbitration clauses. Notwithstanding any such clauses users and third parties shall retain any existing legal remedies against the local authorities of the State to which they belong, it lying with those authorities to seek redress against the defaulting co-contractor.

Higher authorities shall take all measures in their power to secure prompt execution of judicial decisions, whatever the nationality of the court from which they emanated.

#### **Article 6**

Contracts concluded under this agreement shall remain in effect after its denunciation. However, the contracts will include a clause authorising the parties to terminate such contracts, subject to five years' notice, in the event of the denunciation of the present agreement. The States parties will have the power to bring about the application of this clause.

### **1.5 Model inter-state agreement on organs of transfrontier co-operation between local authorities**

*Introductory note:* This agreement may be concluded either individually or in conjunction with one or more of the model inter-state agreements (Texts 1.1 to 1.5)\*.

#### **Article 1**

For the purposes which they are permitted under domestic law to pursue through an association or consortium, local authorities and other public-law bodies may take part in associations or consortia of local authorities formed in the territory of another Party in accordance with the latter's domestic law.

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\* See footnote 1, page 3.

**Article 2**

Within the limits of their members' powers, the associations or consortia referred to in Article 1 shall be entitled to pursue their activities arising out of their statutory purpose in the territory of each of the Parties concerned. In so doing, they shall be subject to the rules laid down by that State, unless exceptions are allowed by that State.

**Article 3**

- 1 The instrument of establishment of the association or consortium, the articles of association and any alterations thereto shall be subject to approval by the higher authorities of all the local authorities participating. The same shall apply to admission to an already existing association or consortium.
- 2 The population concerned shall be notified of such instruments and the approval thereof, in accordance with each country's normal publicity arrangements. The same shall apply to any change in official headquarters and to any decisions regarding the persons authorised to act on behalf of the association or consortium and the limits of their powers.
- 3 The above instruments shall be drawn up in the official languages in use in each of the States where they are to have effect. Each such version of the text shall be authentic.

**Article 4**

- 1 The articles of association shall specify rules governing the association's or consortium's relations in law. They shall include the subjects required by the relevant legislation, in accordance with Article 1. In every case, they shall designate its members, its name and its headquarters. They shall determine the purpose of the association or consortium and, where appropriate, the functions of its installations and the location thereof. They shall determine the manner of appointment of the managerial and administrative bodies, the extent of the members' obligations and their contribution to joint expenditure. The management bodies shall include at least one representative of the member local authorities of each country. The articles of association shall determine the composition and the mode of deliberation of the General Assembly, the form of minutes of sittings, the mode of dissolution or liquidation and the rules governing budgets and accounts.
- 2 The articles shall also include a provision whereby members may withdraw from the association on giving a period of notice which will be fixed by the articles, after settlement of any debts to the association and on payment to the association of compensation, as assessed by experts, in respect of investment effected or expenditure incurred by the association for or on behalf of the members concerned. They shall also specify rules governing members' dismissal or exclusion for failure to honour their undertakings.

**Article 5**

The Parties undertake to give the authorisation necessary to the accomplishment within their territory by the association or consortium of its task, subject to the requirements of public policy and public safety.

**Article 6**

Where, pursuant to domestic law, the association or consortium may not, on the territory of a State, exercise certain powers, rights or advantages necessary to the accomplishment of its task for the benefit of that State's member local authorities, the latter shall have the right and the duty to act for and on behalf of the association or consortium for the purpose of exercising or securing these powers, rights or advantages.

**Article 7**

- 1 Powers of supervision or control over the association or consortium shall be exercised, in accordance with domestic law, by the responsible authorities of the State in which its headquarters are located. Such authorities shall also ensure that the interests of local authorities of other States are safeguarded.
- 2 The responsible authorities of the other States shall have a right to information on the activities and decisions of the association or consortium and on action taken in the exercise of supervision or control. They shall, in particular, be supplied on request with the adopted texts and minutes of meetings of the bodies of the association or consortium, the annual accounts and the draft budget, if any, insofar as domestic law requires that these be communicated to the authorities responsible for supervision or control. They may communicate directly with the bodies of the association or consortium and with the supervisory or controlling authorities, submit observations to them or ask to be directly consulted in specific instances and on specific matters.
- 3 The responsible authorities of the other States shall also have the right to notify the association or consortium that they object to those authorities falling under their jurisdiction continuing to take part in the association or consortium. Such notification, duly justified, shall be deemed to be grounds for exclusion and shall be specified as such in the association's articles. The authorities referred to in paragraphs 1 and 2 of this article shall also be entitled to be represented by a delegate to the management bodies of the association or consortium; such delegate shall be entitled to attend all the bodies' meetings and to receive their agendas and minutes.

**Article 8**

The supplies or services with which the association or consortium is to be entrusted, in accordance with its articles, in the territory of its members shall be provided on its responsibility, thereby completely releasing its members from their obligations in respect thereof. The association or consortium shall also be responsible vis-a-vis users and third parties. The latter shall, however, retain, with regard to the local authorities for and on whose behalf the supplies or services are provided, all such rights of action and legal remedy as they would enjoy if the authorities themselves had retained the obligation to provide them with the supplies and services concerned. The authorities against whom such action or recourse is directed may themselves take action against the association.

**Article 9**

- 1 Failing conciliation, disputes between the association and its members, or between several members, regarding its operation shall be referred to the administrative and judicial authorities of the State in which the headquarters of the association or consortium are located.

- 2 All disputes other than those referred to in paragraph 1 may be referred to the administrative and judicial authorities according to the ordinary rules applying in the territory of the State parties, unless those interested decide to refer such disputes to a tribunal which they may designate.
- 3 The State parties will take the necessary measures in order to ensure the execution on their territory of decisions and judgments, relating to the above provisions.

#### **Article 10**

The associations or consortia created according to this agreement shall remain in effect after the denunciation of this agreement, though without prejudice to the provisions of Article 7, paragraph 3.

### **1.6 Model agreement on interregional and/or intermunicipal economic and social co-operation**

#### **(Alternative 1)**

##### **Inter-State agreement**

The Governments of .....  
and of .....

#### **(Alternative A)**

- wishing to promote interregional economic and social co-operation in the interest of developing their respective frontier regions, have agreed as follows:

#### **(Alternative B)**

- wishing to promote economic and social co-operation between the regions of ..... and of ..... in the interests of the development of both regions, have agreed as follows:

#### **(Alternative 2)**

##### **Interregional and/or intermunicipal agreement**

The regional/local authorities of .....  
and of .....

The states of .....  
and of .....

- wishing to promote and facilitate interregional co-operation so as to afford opportunities for improving transfrontier economic relations;
- wishing to strengthen the socio-economic structure of the regions concerned with a view to improving their employment and revenue situation;
- believing that the regions' endogenous assets and potential can be used to better advantage from an economic and social standpoint to the benefit of both parties,

have agreed as follows:

#### **Article 1**

The Parties agree to appoint a joint interregional Commission for economic and/or social co-operation.

#### **Article 2**

The Commission is instructed.

##### **(Alternative 1)**

to explore the possibility of carrying through joint projects, drawing up a programme of joint action in the field of regional development and settling the details for its implementation.

##### **(Alternative 2)**

to consider the following project<sup>1</sup>:

.....  
.....

and work out details for its implementation.

#### **Article 3**

The Commission shall comprise ..... places, divided equally between the Contracting Parties, and each Party shall decide on the balanced distribution of places of its delegation, under its own national law, between the territorial authorities covered by this agreement (governments, cantons, Länder, regions and/or local authorities).

In accordance with its terms of reference, the Commission shall be made up as follows:

Party A: [from the ..... side:]

[... members designated by national authorities]  
.... members designated by regional authorities  
[... members designated by local authorities];

Party B: [from the ..... side:]

[... members designated by national authorities]  
.... members designated by regional authorities  
[... members designated by local authorities];

---

<sup>1</sup> In this connection, see the list of subject areas contained in Article 6 of the Model Inter-State Agreement on Transfrontier Regional Consultation which appears as Model Agreement No. 1.2 in the Appendix to the European Outline Convention on Transfrontier Co-operation.

**Article 4**

The Commission shall meet as often as necessary and shall hold at least .... meetings per year.

The chairmanship shall alternate between the two countries (... years).

The Commission may co-opt experts.

The Commission shall adopt its own rules of procedure and the rules governing the work and funding of its Secretariat.

**Article 5**

Each Party shall defray the expenses of its own delegation.

**Article 6**

The present agreement is concluded:

- <- for the duration of the project identified under Article 2, alternative 2>;
- <- for a period of ... years from its entry into force. It shall then be automatically renewed, for a further period of ... years, unless denounced by one of the Parties one year prior to expiry.><sup>1</sup>

---

<sup>1</sup> Additional protocols may be concluded, in particular on the models appearing in the Appendix to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.



**Article 7**

Each Party shall notify the other of the completion of the procedures required under its national law<sup>1</sup> for the implementation of the present agreement, which shall take effect from the date of the later notification<sup>2</sup>.

Done at ....., this .....day of ....., in ..... copies in the ..... and ..... languages, each text being equally authentic.

---

<sup>1</sup> The agreement shall specify, providing details, where appropriate:

- a the procedures required by the national law of Parties to the agreement which may apply to the following questions:
  - name and address of the Commission;
  - precise definition of the powers assigned to the Commission;
  - regulations governing decision-making methods;
  - reference to the public nature of deliberations;
  - definition of the relevant rules with regard to budget and estimates;
  - definition of the methods of funding projects;
  - definition of the methods of amending the rules (ie the terms of the agreement);
  - definition of the methods of admission to and withdrawal from membership;
  - etc.
- b specifications required by Community directives and regulations for access to the structural Funds.

<sup>2</sup> For other wordings, the parties may refer to the general clauses for Model Inter-State Agreements 1.1 to 1.5 (see footnote 1, page 3) suggested in the Appendix to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

## 1.7 Model agreement on intergovernmental co-operation in the field of spatial planning

[creation of intergovernmental commissions  
on transfrontier spatial planning]

### **Inter-State agreement**

The Government of .....  
and the Government of .....

- bearing in mind the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities (1980);
- bearing in mind the European Regional/Spatial Planning Charter (1983);
- anxious to promote and facilitate co-operation in spatial planning where it relates to common frontier regions,

have agreed as follows:

### **Article 1**

A joint spatial planning commission (hereinafter referred to as “the Commission”) shall be appointed.

### **Article 2**

[In Article 2, the development projects to be undertaken and the exact objectives of the Commission are determining factors in choosing the most suitable representation.]

The Commission shall comprise .... members:

- ... members from the ..... side and
- ... members from the ..... side;

In accordance with its terms of reference, the Commission shall be made up as follows:

Party A: [from the ..... side:]

... members designated by national authorities  
... members designated by regional authorities  
[... members designated by local authorities];

Party B: [from the ..... side:]

... members designated by national authorities  
... members designated by regional authorities  
[... members designated by local authorities];

### **Article 3**

Within the framework of spatial planning activities undertaken by the parties, the Commission shall be responsible for ensuring co-operation between the frontier regions covered by these activities, for co-ordinating objectives in this field between those regions and for developing concerted action by all appropriate means within the scope of current legislation and regulation.

For this purpose, it shall:

- make proposals and recommendations on spatial planning in the said regions and present them to the competent bodies:
- promote co-ordination and harmonisation of the following measures:

### **Article 4**

The Commission may set up committees and/or working parties with the task of dealing with specific questions relating to a given region or a particular problem.

### **Article 5**

The Commission shall meet as often as necessary and shall hold at least ... meetings per year.

The chairmanship shall alternate between the two countries (every two years).

The Commission may co-opt experts.

The Commission shall adopt its own rules of procedure and the rules governing the working and funding of its Secretariat.

### **Article 6**

Each party shall defray the expenses of its own delegation.

### **Article 7**

The present agreement is concluded for a period of ... years from its entry into force. It shall then be automatically renewed, for a further period of ... years, unless denounced by one of the Parties one year prior to expiry<sup>1</sup>.

---

<sup>1</sup> Additional protocols may be concluded, in particular on the models appearing in the Appendix to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

## Article 8

Each Party shall notify the other of the completion of the procedures required under its national law<sup>1</sup> for the implementation of the present agreement, which shall take effect from the date of the later notification<sup>2</sup>.

Done at ....., this ..... day of ....., in ..... copies, in the ..... and ..... languages, each text being equally authentic.

### 1.8 Model agreement on interregional and/or intermunicipal transfrontier co-operation in the field of spatial planning

#### (Alternative 1)

##### Inter-State agreement

[The Governments of.....  
and of .....

wishing to promote transfrontier co-operation in the field of spatial planning, have agreed that co-operation machinery shall be set up

between the regional/local authority of .....  
and the regional/local authority of .....]

---

<sup>1</sup> The agreement shall specify, providing details, where appropriate:

- a the procedures required by the national law of Parties to the agreement which may apply to the following questions:
  - name and address of the Commission;
  - precise definition of the powers assigned to the Commission;
  - regulations governing decision-making methods;
  - reference to the public nature of deliberations;
  - definition of the relevant rules with regard to budget and estimates;
  - definition of the methods of funding projects;
  - definition of the methods of amending the rules (ie the terms of the agreement);
  - definition of the methods of admission to and withdrawal from membership;
  - etc.
- b specifications required by Community directives and regulations for access to the structural Funds.

<sup>2</sup> For other wordings, the parties may refer to the general clauses for Model Inter-State Agreements 1.1 to 1.5 (see footnote 1, page 3) suggested in the Appendix to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

**(Alternative 2)**

**Interregional and/or intermunicipal agreement**

The regional/local authorities of .....  
and of .....

The states of .....  
and of .....

- bearing in mind the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities (1980);
- bearing in mind the European Regional/Spatial Planning Charter (1983);
- wishing to promote and facilitate co-operation in the field of spatial planning, in particular in their common frontier regions;
- convinced of the need to promote co-ordination and harmonisation of spatial planning measures in their common frontier regions;
- bearing in mind the existing national and regional plans and programmes on spatial planning,

have agreed as follows:

**Article 1**

- a Within the framework of current laws and regulations, the Parties undertake to institute and develop a procedure for mutual consultation to precede the stage of planning preparation in the field of spatial development and, where appropriate, of regional development.
- b They shall endeavour to co-ordinate objectives and to work out joint policies in the field of spatial planning with regard to the development of their respective territories.
- c The Parties undertake to put in hand the measures necessary for implementing the projects co-ordinated by the competent [national] [regional] [local] authorities.

**(Alternative 1):**

**Article 2**

In order to implement Article 1, the Parties shall set up a Joint Commission [a group of experts] on spatial planning.

**Article 3**

The Commission [group of experts] shall comprise ... representatives, ..... members from the ..... side and ... members from the ..... side.

In accordance with its terms of reference, the Commission [group of experts] shall be made up as follows:

Party A: [from the ..... side:]

([.... members designated by national authorities])  
.... members designated by regional authorities  
[.... members designated by local authorities];

Party B: [from the ..... side:]

([.... members designated by national authorities])  
.... members designated by regional authorities  
[.... members designated by local authorities];

#### **Article 4**

The terms of reference of the Commission [group of experts] shall be:

- to organise and conduct information exchange on all aspects of spatial planning in the region under review;
- to devise a procedure for consultation prior at the planning stage;
- to harmonise, within their own competence, spatial development plans;
- to confer together on the co-ordinated implementation of spatial development plans and projects.

#### **[Article 5**

The Commission shall be served by a permanent Secretariat.]

#### **Article 6**

The Commission shall meet as often as necessary, and shall hold at least ... meetings per year.

The chairmanship shall alternate between the two countries (every two years).

The Commission may co-opt experts.

The Commission shall adopt its own rules of procedure and the rules governing the working and funding of its Secretariat.

#### **Article 7**

Each party shall defray the expenses of its own delegation.

## Article 8

The present agreement is concluded for a period of ... years from its entry into force. It shall then be automatically renewed, for a further period of ... years, unless denounced by one of the Parties one year prior to expiry<sup>1</sup>.

## Article 9

Each Party shall notify the other of the completion of the procedures required under its national law<sup>2</sup> for the implementation of the present agreement, which shall take effect from the date of the later notification<sup>3</sup>.

Done at ....., this ..... day of ....., in ..... copies, in the ..... and ..... languages, each text being equally authentic.

## (Alternative 2)

## Article 2

The Parties shall instruct their competent spatial and regional planning services to take whatever measures are necessary for implementing Articles 1a, b and c.

---

<sup>1</sup> Additional protocols may be concluded, in particular on the models appearing in the Appendix to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

<sup>2</sup> The agreement shall specify, providing details, where appropriate:

a the procedures required by the national law of Parties to the agreement which may apply to the following questions:

- name and address of the Commission;
- precise definition of the powers assigned to the Commission;
- regulations governing decision-making methods;
- reference to the public nature of deliberations;
- definition of the relevant rules with regard to budget and estimates;
- definition of the methods of funding projects;
- definition of the methods of amending the rules (ie the terms of the agreement);
- definition of the methods of admission to and withdrawal from membership;
- etc.

b specifications required by Community directives and regulations for access to the structural Funds.

<sup>3</sup> For other wordings, the parties may refer to the general clauses for Model Inter-State Agreements 1.1 to 1.5 (see footnote 1, page 3) suggested in the Appendix to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

### **Article 3**

The Parties' competent services shall defray the expenses incurred in connection with Article 2.

### **Article 4**

The present agreement is concluded for a period of ... years from its entry into force. It shall then be automatically renewed, for a further period of ... years, unless denounced by one of the Parties one year prior to expiry<sup>1</sup>.

### **Article 5**

Each Party shall notify the other of the completion of the procedures required under its national law<sup>2</sup> for the implementation of the present agreement, which shall take effect from the date of the later notification<sup>3</sup>.

Done at ....., this ..... day of ....., in ..... copies, in the ..... and ..... languages, each text being equally authentic.

---

<sup>1</sup> Additional protocols may be concluded, in particular on the models appearing in the Appendix to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

<sup>2</sup> The agreement shall specify, providing details, where appropriate:

a the procedures required by the national law of Parties to the agreement which may apply to the following questions:

- name and address of the Commission;
- precise definition of the powers assigned to the Commission;
- regulations governing decision-making methods;
- reference to the public nature of deliberations;
- definition of the relevant rules with regard to budget and estimates;
- definition of the methods of funding projects;
- definition of the methods of amending the rules (ie the terms of the agreement);
- definition of the methods of admission to and withdrawal from membership;
- etc.

b specifications required by Community directives and regulations for access to the structural Funds.

<sup>3</sup> For other wordings, the parties may refer to the general clauses for Model Inter-State Agreements 1.1 to 1.5 (see footnote 1, page 3) suggested in the Appendix to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.



## 1.9 Model agreement on the creation and management of transfrontier parks

The Governments of .....  
and of .....  
[and of .....]

and/or the competent territorial authorities of .....  
and of .....

- aware of the need to work together in protecting nature, landscapes and the environment and developing the natural areas which are necessary to the quality of human life;
- wishing to harmonise their decisions affecting the management of an area of outstanding value overlapping their common frontiers;
- intent on preserving the area's natural assets and landscape features and providing the public with exceptional facilities for learning about nature and the environment,

have agreed as follows:

### Article 1

- 1 The Parties agree that this area shall be designated  
“..... TRANSFRONTIER PARK”.
- 2 The park shall comprise:
  - . on the ..... side, the area situated .....
  - . on the ..... side, the area situated .....
  - [. on the ..... side, the area situated .....]
- 3 The precise boundaries of the park are shown on the map which is attached to this agreement and is an integral part thereof.

### Article 2

- 1 The Parties undertake, each in accordance with its own laws:
  - to maintain and improve the natural landscape and its specific character;
  - to protect and enrich its natural heritage (fauna, flora, habitats);
  - to take the necessary steps to preserve the factors likely to influence the above-mentioned ecological and physical assets of the transfrontier park and the environment;
  - to protect and enhance the cultural heritage (whether architectural, archaeological, rural or historical);
  - to promote information, education and reception facilities as part of a general policy for environmental appreciation and the interpretation of the natural and cultural heritage;

- to supervise and guide the economic, social and cultural activities in the park which further the aims stated above without transforming its character.
- 2 To this end, the Parties undertake to harmonise their methods of management and to co-ordinate all development projects or improvements by means of a comprehensive action programme leading ultimately to joint management of the park based on a joint management plan. The Parties will promote the exchange of information and experience.

### **Article 3**

- 1 A Joint Committee<sup>1</sup> of ... members shall be set up, comprising: [representatives of the State as well as regional authorities]

- ... members from the .... side
- ... members from the .... side
- [... members from the .... side]

- 2 The Joint Committee shall establish a local Committee, whose membership shall include representatives of the States and the regional and local authorities concerned, to take charge of implementing this agreement.

Are also included representatives of recognised private nature conservation organisations and organisations which contribute to the safeguarding of the landscape and the environment.

At least once a year the local Committee shall submit a progress report to the Joint Committee with any proposals relevant to management and development of the park.

- 3 The Joint Committee may set up any other committee or working party.
- 4 The Joint Committee's terms of reference shall be:
- to ensure transfrontier co-operation through co-ordinated implementation of the objectives listed in Article 2 of this agreement;
  - to deal with all other matters relating to management of the park.
- 5 The Joint Committee shall hold ... meetings each year. It may call in experts at these meetings.
- It adopts its own rules of procedure.
  - The Chairmanship of the Joint Committee shall be held alternately by a member of each national delegation; the length of the chairman's term of office will be laid down in the rules of procedure.

---

<sup>1</sup> In establishing a Joint Committee, one can take into account the existing institutions for transfrontier co-operation.

#### Article 4

Each party shall defray the expenditure of its own delegation to the Joint Committee.

#### Article 5

This agreement is concluded for a period of ... years as from its entry into force. It shall then be automatically renewed, for a further period of ... years, unless denounced by one of the Parties one year prior to expiry<sup>1</sup>.

#### Article 6

Each Party shall notify the other of the completion of the procedures required under its national law<sup>2</sup> for the implementation of the present agreement, which shall take effect from the date of the later notification<sup>3</sup>.

Done at ....., this ..... day of ....., in ..... copies, in the ..... and ..... languages, each text being equally authentic.

#### 1.10 Model agreement on the creation and management of transfrontier rural parks

The Governments of ..... and/or  
the regional authorities of ..... and/or  
the local authorities of .....

---

<sup>1</sup> Protocols may be added, notably on the lines of the models appended to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

<sup>2</sup> The agreement shall specify, providing details, where appropriate:

a the procedures required by the national law of Parties to the agreement which may apply to the following questions:

- name and address of the Commission;
- precise definition of the powers assigned to the Commission;
- regulations governing decision-making methods;
- reference to the public nature of deliberations;
- definition of the relevant rules with regard to budget and estimates;
- definition of the methods of funding projects;
- definition of the methods of amending the rules (ie the terms of the agreement);
- definition of the methods of admission to and withdrawal from membership;
- etc.

b specifications required by Community directives and regulations for access to the structural Funds.

<sup>3</sup> For all other arrangements the Parties may refer to the general clauses for model inter-State agreements appended to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

- aware of the need to co-operate in protecting the environment and developing the areas of particular scenic beauty and natural value which are necessary to the quality of life;
- acknowledging the need of the local population to continue and develop economic and socio-cultural activities which do not damage the above mentioned values;
- wishing to establish and extend facilities for natural education and outdoor recreation for the public and the population of these areas;

have agreed as follows:

#### **Article 1**

- 1 The Parties agree that this area shall be designated  
“ ..... TRANSFRONTIER RURAL PARK”.
- 2 The park shall comprise:
  - . on the ..... side, the area situated .....
  - . on the ..... side, the area situated .....
  - [. on the ..... side, the area situated .....]
- 3 The precise boundaries of the nature park are shown on a map which is attached to this agreement and is an integral part thereof.

#### **Article 2**

- 1 The Parties undertake, each in accordance with its own laws:
  - to maintain and improve the natural landscape and its specific character;
  - to protect and enrich its natural heritage (fauna, flora, habitats);
  - to protect and enhance the cultural heritage (whether architectural, archaeological, rural or historical);
  - to help educate people towards a better appreciation and wider knowledge of other area's natural and cultural heritage;
  - to take the necessary steps to preserve the factors likely to influence the above-mentioned ecological and physical assets of the transfrontier park and the environment;
  - to promote and guide economic and socio-cultural activities through integrated development capable of contributing to the well-being of the population in the area concerned, conservation of the qualities of its natural and cultural heritage and enhancement of its recreational value.
- 2 To this end, the Parties undertake to harmonise their methods of management and to co-ordinate all development projects or improvements by means of a comprehensive action programme leading ultimately to joint management of the park based on a joint management plan. The Parties will promote the exchange of information and experience.

### **Article 3**

- 1 A Joint Committee of ... members shall be set up, comprising:
  - ... members from the .... side
  - ... members from the .... side
  - [- ... members from the .... side]
- 2 The Joint Committee may set up<sup>1</sup> a local Committee, whose membership shall include representatives of the States and the territorial authorities concerned, to take charge of implementing the present agreement.

A least once a year the local committee shall submit a progress report to the Joint Committee together with any proposals relevant to management and development of the park.
- 3 The Joint Committee may set up any other committee or working party.
- 4 The Joint Committee's terms of reference shall be:
  - to ensure transfrontier co-operation through co-ordinated implementation of the objectives listed in Article 2 of this Agreement;
  - to deal with all other matters relating to management of the park.
- 5 The Joint Committee shall hold ... meetings each year. It may call in experts at these meetings.
  - It adopts its own rules of procedure.
  - The Chairmanship of the Joint Committee shall be held alternately by a member of each national delegation; the length of the chairman's term of office will be laid down in the rules of procedure.

### **Article 4**

Each party shall defray the expenditure of its own delegation to the Joint Committee.

### **Article 5**

This agreement is concluded for a period of ... years as from its entry into force. It shall then be automatically renewed, for a further period of ... years, unless denounced by one of the Parties one year prior to expiry<sup>2</sup>.

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<sup>1</sup> The need for local committee to be set up will depend on the composition of the Joint Committee and the status of the Signatories to this model agreement.

<sup>2</sup> Protocols may be added, notably on the lines of the models appended to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

## Article 6

Each Party shall notify the other of the completion of the procedures required under its national law<sup>1</sup> for the implementation of the present agreement, which shall take effect from the date of the later notification<sup>2</sup>.

Done at ....., this ..... day of ....., in ..... copies, in the ..... and ..... languages, each text being equally authentic.

### 1.11 Model inter-state agreement on transfrontier co-operation in matters concerning lifelong training, information, employment and working conditions

*Introductory note:* This agreement may be concluded either individually or in conjunction with one or more of the model inter-state agreements (Texts 1.1 to 1.5)\*.

The governments of ..... and ....., aware of the need to ensure that populations living in the areas lying on either side of frontiers enjoy equivalent conditions with regard to lifelong training, employment and work, and information, have agreed as follows:

## Article 1

All nationals of a state which is party to this agreement who reside in the area defined as the “frontier area” have right of access to the labour market of the other party(ies) on an equal footing with nationals of the said party(ies).

The regional authorities or, subsidiarily, government authorities have defined the territory to be regarded as the “frontier area” as follows: ..... (definition).

---

<sup>1</sup> The agreement shall specify, providing details, where appropriate:

- a the procedures required by the national law of Parties to the agreement which may apply to the following questions:
  - name and address of the Commission;
  - precise definition of the powers assigned to the Commission;
  - regulations governing decision-making methods;
  - reference to the public nature of deliberations;
  - definition of the relevant rules with regard to budget and estimates;
  - definition of the methods of funding projects;
  - definition of the methods of amending the rules (ie the terms of the agreement);
  - definition of the methods of admission to and withdrawal from membership;
  - etc.
- b specifications required by Community directives and regulations for access to the structural Funds.

<sup>2</sup> For all other arrangements the Parties may refer to the general clauses for model inter-State agreements appended to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

\* See footnote 1, page 3.

## **Article 2**

Frontier workers shall enjoy the same conditions of employment and work as national workers of the employing state.

## **Article 3**

Frontier workers shall enjoy the same occupational mobility – at least within the limits of the frontier area – as workers who are nationals of the employing state.

Depending on the competence of the authorities concerned, jobless workers shall qualify for all job creation schemes.

## **Article 4**

All institutions providing general and occupational training and all agencies providing lifelong occupational training, retraining, resettlement, etc. should be accessible to frontier populations and workers under the same conditions as for national populations and workers.

## **Article 5**

A system will be set up for the recognition of occupational qualifications and certificates issued by institutions within the frontier area, in order to guarantee equality of treatment for people living in the frontier area of one party who wish to work or undergo further training or study in the other or one of the other party(ies).

In order to ensure equal conditions, steps should be taken to promote knowledge of the language and culture of the neighbouring border region.

## **Article 6**

Each party shall acknowledge the capacity of the other party(ies) to issue certificates and other documents whose legal validity it shall undertake to recognise.

## **Article 7**

The competent administrative authorities of frontier regions shall enter into agreements to update the provisions of the present inter-state agreement.

## **Article 8**

The Contracting Parties undertake to promote and implement co-operation among public employment bodies in frontier regions in order to ensure or, where applicable, improve the exchange and joint management of information concerning the employment and working conditions of frontier workers.

They shall promote the establishment of joint information centres for frontier workers, enabling the latter to obtain detailed and accurate information on all questions concerning them.

#### **1.12 Model inter-state agreement for the promotion of transfrontier or transnational school co-operation**

This model agreement is not concluded between local authorities, but between states. It provides, in the form of a simplified technical agreement concluded at the level of the relevant ministerial authorities, for participation by local authorities in transfrontier or transnational school co-operation schemes.

Such an agreement is not indispensable for the intervention of local authorities in such forms of co-operation, but it may constitute a very useful support for such intervention.

The main objective of this type of agreement is to provide for and constitute the general framework for specific local agreements.

##### **Article 1**

This agreement forms an extension of the relations of co-operation established between the administrative authorities of the contracting parties that are responsible for education and the objectives set out in the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

Its purpose is to define an appropriate framework for participation by territorial communities or authorities in the development of school exchanges between the states concerned.

##### **Article 2**

The school co-operation forming the subject of this agreement shall be aimed at promoting knowledge of the language (or languages) and culture (or cultures) of the partner country and developing, on that basis, personal relations and exchanges of experience and information.

Such co-operation shall be aimed in particular at implementing forms of early bilingualism in the school system.

It shall especially be aimed at the introduction of an international approach to teaching.

##### **Article 3**

Participation by territorial communities or authorities in the co-operation schemes defined in Article 2 is a factor for the effectiveness of that co-operation and shall be encouraged by the authorities of the signatory states with responsibility for school activities.

##### **Article 4**

In order to establish consistent schemes of school co-operation, as referred to in Article 2, co-operation projects may be defined by agreements concluded between the administrations and the territorial communities or authorities concerned.

These agreements shall define:

- the general and specific objectives of the co-operation, as well as the methods considered appropriate for achieving them;
- the resources in terms of staff, equipment and funds allocated to the implementation of the co-operation project, as well as the authorities providing them;
- the schemes of which the co-operation consists;



- practical arrangements for the settlement of concrete matters connected with co-operation schemes (accommodation, staffing, insurance, etc.);
- the monitoring of the co-operation scheme by a steering committee made up of representatives of the school authorities and the territorial communities or authorities concerned, as well as representatives of the parents and pupils and qualified individuals;
- the manner in which periodic assessments of the results of the co-operation are drawn up.

## **Article 5**

On the basis of these agreements, the school authorities concerned may undertake to ensure the implementation of the co-operation schemes provided for in the agreements and, in particular, the implementation of bilingual teaching programmes and timetables.

To the extent required by the co-operation schemes, exceptions to the standard programmes and timetables may be agreed upon.

## **Article 6**

The school authorities shall be authorised to arrange exchanges of teaching staff, in order to implement the co-operation schemes. In this context, the teachers shall continue to be remunerated by the administration of origin, but shall be placed under the authority of the host administration. The agreements mentioned in Article 4 shall define conditions concerning the defrayal of specific expenses (travel, subsistence, etc.).

## **Article 7**

In the context of the co-operation agreements provided for in Article 4, specific tuition, particularly of or in the language of the partner country, may be dispensed by outside teachers, whatever their nationality.

These teachers shall be approved by the education authorities or by the committee provided for in Article 2. The agreements referred to in Article 4 shall specify the terms on which their expenses shall be covered.

## **Article 8**

A bilateral council on school co-operation shall be set up, for the purpose of monitoring the execution of this agreement. It shall be composed of representatives of the authorities signing this agreement, representatives of the territorial communities and authorities and qualified individuals chosen by the signatories. It shall meet at least once a year and shall submit a public report on the action taken in pursuance of this agreement.

## **Article 9**

In the event of damage being sustained by pupils or teachers during international school co-operation activities, the state in whose territory the damage arose shall be liable, but may take action against any liable third party, if appropriate.

## **Article 10**

This agreement has been concluded for an indefinite duration. It may be terminated by either

party subject to six months' prior notice.

### 1.13 Model agreement on transfrontier or interterritorial co-operation concerning land use along transfrontier rivers

The [states / regional authorities / local authorities]<sup>1</sup> of ....., (*hereinafter*: Contracting Parties) each traversed by the river .....,

Recalling the role and achievements of the Council of Europe in fostering transfrontier co-operation between territorial communities or authorities in Europe,

Having regard to the European Outline Convention on Transfrontier Cooperation between Territorial Communities or Authorities of 1980, the European Water Charter of 1968 and the European Regional/Spatial Planning Charter of 1983,

Determined to coordinate their use and management of the river ..... for the purpose of reducing negative effects on the territories traversed by the river,

Have agreed as follows:

#### **Article 1 (Joint Committee)**

- 1 The Contracting Parties shall institute a joint committee (*hereinafter*: Joint Committee), which shall consist of one representative of each Contracting Party and hold regular meetings.
- 2 The Joint Committee shall decide on its terms of reference, its duration, its rules of procedure, the dates and the agenda of its meetings and any other matters deemed relevant by the Contracting Parties.
- 3 Decisions of the Joint Committee shall be binding upon the Joint Committee members. They shall be taken by simple majority vote of the Contracting Parties' representatives present at a meeting, each representative having one vote.
- 4 The Joint Committee shall be represented vis-a-vis any third party by the Contracting Parties jointly.<sup>2</sup>
- 5 Each Contracting Party shall cover the costs for the participation of its representative in the Joint Committee. Common costs of the Joint Committee shall be borne equally between the Contracting Parties.

#### **Alternative to Article 1: Article 1 (Consultative Meetings)**

- 1 The Contracting Parties shall have regular meetings (*hereinafter*: Consultative Meetings) for the purpose of implementing this agreement and consulting each other on matters relevant to the use or non-use of the river .....

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<sup>1</sup> For the purpose of this agreement, it is advisable to have the authorities participate, which have competencies in the field of regional/spatial planning, land use planning, shipping and navigation, forestry, tourism and environment concerning the territories traversed by the river in question. In accordance with the respective national laws, it can thus be necessary to have local, regional and/or central authorities of one state sign this agreement or to have higher authorities delegate the powers necessary for the participation to authorities on a lower tier of administration.

<sup>2</sup> The Contracting Parties may wish to create a co-operation body which has legal personality. In such a case, the Additional Protocol of 1995 to the European Outline Convention on Transfrontier Cooperation can be taken as a reference.

- 2 The dates, the agenda and other relevant matters of the Consultative Meetings shall be decided by simple majority vote, each Contracting Party having one vote. The same applies to other decisions taken during the Consultative Meetings.
- 3 Each Contracting Party shall cover the costs for its participation. Common costs arising from the activities decided upon at the Consultative Meetings shall be borne equally.

## **Article 2 (Fields of Activity)**

- 1 The Contracting Parties shall regularly measure the water level, speed and quality of the river .....; they shall produce regularly land maps of the river, its linked waters and the surrounding area of up to ..... kilometres from the river banks<sup>1</sup>; such maps indicating the land use, the use of the river and linked waters, and the water and land quality.
- 2 The Contracting Parties shall provide [the Joint Committee / each other at the Consultative Meetings] with any information relevant to the use and management of the river ....., and especially the following:
  - a up-dated land maps of the territories specified in paragraph (1) of this Article;
  - b major planned or undertaken construction work (or such work which is in progress at the time of entry into force of this agreement), or changes in the land use, which might affect the flow of the river or linked waters, its traffic, its usability (in particular its navigability) or its water quality;
  - c the average introduction of substances into the river emanating from their territory according to direct or implied permissions granted by an authority as well as any known but unauthorised introductions;
  - d major diversions of river water.
- 3 The [Joint Committee / Contracting Parties at their Consultative Meetings] shall formulate guidelines for the use or non-use of the river ..... and the territories specified in paragraph (1) of this Article, as far as such use or non-use might affect the flow of the river or linked waters, its traffic, its usability (in particular its navigability) or its water quality. Such guidelines shall not be legally binding, but shall be taken into account by the Contracting Parties when exercising their discretion.

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<sup>1</sup> The Contracting Parties may wish to adapt the range of the territory in question to their particular situation.

- 4 The [Joint Committee / Contracting Parties at their Consultative Meetings] may, after having agreed on the financial terms by unanimous vote, commission studies or undertake positive action concerning the flow of the river ....., its traffic, its usability (in particular its navigability) or its water quality. If a unanimous vote on the financial terms cannot be reached, individual Contracting Parties can agree to realize the activity in question.

### **Article 3 (Work Objectives)**

The Contracting Parties shall endeavour to support the goals of this agreement and, in particular, to comply with the following objectives<sup>1</sup>:

a (Anti-Flood Measures)

- the natural flow of the river ..... and its linked waters should not be altered;
- the speed of the water flow should not be increased, directly or indirectly;
- meanders, natural river banks, river branches, marshlands and flood plains should be preserved or recreated;
- commercial or private land use close to the river, possibly aggravating flood situations, should be avoided;
- backwater installations, sluices and floodgates should be maintained or installed, where appropriate;
- the natural seepage of rain water should be fostered;
- mountain areas bordering the river or its linked waters should receive special attention with respect to the aforementioned objectives.

b (Anti-Pollution Measures)

- the introduction of toxic substances into the river ..... and its linked waters as well as the ground water should be avoided;
- the use, especially agricultural use, of land traversed by the river or its linked waters which has negative consequences on the water quality should be avoided;
- the transportation of dangerous cargo on the river ..... should be limited and relief measures should be set up for accidents.

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<sup>1</sup>

These objectives are not exhaustive and the Contracting Parties may wish to amend them according to their particular situation and competencies.

**Article 4 (Emergency Actions)**

- 1 The Contracting Parties shall immediately inform each other of any significant change or likelihood of a significant change in the flow of the river ....., its level or its water quality, if such a change is likely to threaten the inhabitants or the environment of the area referred to in Article 2, paragraph 1, or the users of the river and linked waters. For this purpose, each Contracting Party shall name a contact address to be provided with such information.
- 2 If the case referred to in paragraph 1 of this Article arises, the Contracting Parties shall convene an ad hoc meeting in order to decide on appropriate emergency relief measures.
- 3 Each Contracting Party shall refrain from any measures aggravating the negative effects of the above-mentioned change during the emergency.

**Article 5 (Final Provisions)**

- 1 Each Contracting Party can withdraw from this agreement by written notice to the [Joint Committee / other Contracting Parties], notwithstanding the validity of any prior financial commitments. New Contracting Parties can be admitted with the consent of the existing Contracting Parties<sup>1</sup>.
- 2 Any dispute concerning or arising from this agreement shall be settled among the Contracting Parties themselves in good faith. The rights of third parties to legal recourse against individual Contracting Parties before competent courts shall not be limited.
- 3 The Contracting Parties shall inform the Secretary General of the Council of Europe of this agreement.
- 4 This agreement shall be concluded [indefinitely / for a period of ... years, renewable for subsequent terms of ... years unless cancelled by unanimous vote of the Contracting Parties before the end of a term].

Done at ....., this ..... day of ....., in ..... and ..... (languages), each text being equally authentic.

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<sup>1</sup>

Special requirements will apply, if the Contracting Parties choose to create a Joint Committee with legal personality under Article 1.

#### 1.14 Model interstate agreement (bilateral or multilateral) on transfrontier co-operation groupings having legal personality

##### Article 1 – Definitions and scope

- 1 For the purposes of this interstate agreement, the term "transfrontier co-operation" shall be understood within the meaning of Article 2 of the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities (hereinafter "the Outline Convention"); the term "transfrontier co-operation agreement" shall be understood within the meaning of Articles 1 and 3 of the Additional Protocol to the Outline Convention.
- 2 This agreement shall apply:
  - a in respect of Contracting Party A: to local authorities, their public law groupings or associations and ...
  - b in respect of Contracting Party B: to local authorities, their public law groupings or associations and ...
  - c ....
- 3 Each Contracting Party may, with the consent of the other Contracting Parties and in accordance with its own domestic law, designate other territorial communities or local public bodies, or other legal persons governed by public law, to which the provisions of this agreement shall apply. It shall forward this information to the Secretary General of the Council of Europe.
- 4 For the purposes of this agreement, "territorial communities or authorities" shall be the public institutions specified in paragraphs 2 and 3.

##### Article 2 – Constitution of groupings

- 1 In frontier, areas, from ..... (to be specified by the Contracting Parties), territorial communities or authorities falling within the jurisdiction of the Contracting Parties may, on the conditions specified in Articles 1 and 3 of the Additional Protocol to the Outline Convention, set up *public* groupings for transfrontier co-operation (hereinafter "public groupings"), for the purpose of jointly discharging functions which may, under each Contracting Party's domestic law, be undertaken by public associations or groupings set up between territorial communities or authorities.
- 2 To the extent that these territorial communities or authorities are permitted by the laws of their own states to participate in associations or groupings governed by civil or commercial law, they may also, on the conditions specified in Articles 1 and 3 of the Additional Protocol to the Outline Convention, set up *private* groupings for transfrontier co-operation (hereinafter "private groupings"), with a view to facilitating the joint performance of their tasks.

##### Article 3 – Personality, capacity, law applicable to public or private groupings

- 1 The Grouping shall have a legal capacity subject to the domestic law of the Contracting Party on whose territory its headquarters is located. The transfrontier co-operation agreement setting it up shall determine whether it is a public or private law entity by making it subject, unless otherwise provided for in this agreement, to the rules which apply in that Contracting Party's legal system to one of the categories of association or grouping in which these territorial communities or authorities are permitted to participate.
- 2 The Grouping shall have legal personality. Each Contracting Party shall recognise, in accordance with its domestic law, a public or private grouping's legal personality to the extent required for performance of its tasks and realisation of its aims, from the date on which the

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transfrontier co-operation agreement setting it up comes into force.

#### **Article 4 – Absence of profit-making**

The Grouping shall not share in any profits. The rights of its members may not be represented by negotiable securities.

#### **Article 5 – Accession of territorial communities or authorities to existing groupings**

In frontier areas, territorial communities or authorities belonging to one or more Contracting Parties may participate in a public or private grouping set up in accordance with the domestic law of another Contracting Party.

#### **Article 6 – Taking and supervision of decisions to participate in the Grouping**

Decisions by territorial communities or authorities to take part in setting up the Grouping or to join it shall be subject to the same procedures and supervision as those applying in the domestic law of each Contracting Party to the acts and deliberations of those territorial communities or authorities.

#### **Article 7 – Participation in a Public Grouping by persons [...] governed by private law**

Natural or legal persons governed by private law may co-operate in setting up a Public Grouping or may join it, provided that the domestic law of the Contracting Party in which the Grouping's headquarters is located permits this.

#### **Article 8 – Statutes of the Grouping**

- 1 The territorial communities or authorities which co-operate in setting up the Grouping shall approve its Statutes. These shall be an integral part of the transfrontier co-operation agreement establishing the Grouping.
- 2 The Grouping's Statutes shall be drawn up in the language or languages prescribed by the domestic law of each of the Contracting Parties for use in the acts and deliberations of territorial communities or authorities.

#### **Article 9 – Content of the Grouping's Statutes**

The Grouping's Statutes shall contain provisions, in particular, on:

- the Grouping's title, the location of its headquarters, the geographical area it covers;
- its aim, functions, competencies and powers;
- the law by which it is governed;
- the composition and powers of its statutory bodies, representation of the territorial communities or authorities which belong to it, the way in which their representatives to the statutory bodies are appointed;
- the procedure for convening meetings, their public or non-public character;
- quorums, decision-making procedures and majorities required;
- the language and form of minutes of meetings;
- the Grouping's relationships with the territorial communities or authorities which participate in it, particularly with regard to responsibility for tasks performed on their behalf;
- the Grouping's operating procedures, and particularly its staff management;
- the funding of its activities;
- the budgetary and accounting rules which apply to it;
- conditions for amendment of the Statutes, and particularly for new members and withdrawals;
- the period for which the Grouping is set up, conditions for its winding up and liquidation.



**Article 10 – statutory bodies of the Grouping**

- 1 The statutory bodies of the Grouping shall be the General Assembly, the Board and the Chairman. The Statutes may provide for additional statutory bodies, subject to the domestic law which applies.
- 2 The General Assembly shall be the Grouping's principal statutory body. It shall provide the member territorial communities or authorities with information at regular intervals.
- 3 Each territorial community or authority participating in the Grouping shall have at least one seat in the General Assembly. The appointment and mandates of representatives of territorial communities or authorities in the General Assembly shall be governed by the domestic law of the Party to which each territorial community or authority concerned belongs. These representatives shall report regularly to the statutory bodies of the territorial community or authority which has appointed them on the way in which they have exercised their mandate.
- 4 The Board shall prepare and implement the decisions of the General Assembly.
- 5 The Chairman shall direct the work of the General Assembly and the Board; he shall represent the Grouping in matters judicial and extrajudicial.

**Article 11 – Competencies and powers of the Grouping**

- 1 The Grouping shall have no authority to enact legal rules of general application (= regulations), to take decisions which may affect the rights and freedoms of individuals (= police powers) or to raise taxes.
- 2 The Grouping may not be given competencies which the territorial communities or authorities exercise as agents of their states or which have been delegated to them by those states (= devolved powers).

(Where appropriate :

- 3 The transfrontier co-operation agreement setting up the Grouping may provide in particular that the public or private grouping may perform tasks in the name of, on behalf of and on the instructions of a territorial community or authority belonging to a Contracting Party other than that whose law applies to the Grouping. In such cases, the delegation of tasks to the Grouping shall be subject to the provisions and procedures laid down in the domestic law of the two Parties concerned.
- 4 Public procurement contracts concluded by a public grouping shall be subject to the domestic law of the Party on whose territory it has its headquarters. However, in respect of procedures for advertising, calls for tender and choice of firms, territorial communities or authorities participating directly or indirectly in the funding of such operations shall indicate, in the transfrontier co-operation agreement providing for their participation, the obligations imposed on them by the law of their own countries, having regard to the nature and cost of the operation. Without prejudice to the law applying to the contract, they shall take measures enabling each of them to respect its obligations under the domestic law of the Contracting Party to which it belongs.
- 5 The territorial communities or authorities belonging to the Grouping must take the measures necessary for implementation or execution of its decisions, within the limits of the competencies conferred on them by the domestic law of the Contracting Party to which they belong.

### **Article 12 – Funding and supervision of the Grouping**

Article 4, paragraphs 2c and 2d, and Article 6, paragraph 2, of the Additional Protocol to the Outline Convention shall apply to groupings for transfrontier co-operation set up under this interstate agreement.

### **Article 13 – Staff of the Grouping**

- 1 Staff directly recruited by the Grouping shall be paid out of its budget.
- 2 Such staff shall be subject to the law of the Contracting Party on whose territory the Grouping's headquarters is located.

### **Article 14 – Winding up and liquidation of the Grouping**

- 1 The Grouping shall be wound up *ipso facto* either when the period for which it was established has expired or upon termination of the activity which it aimed to achieve. It may also be wound up by unanimous decision of its members.
- 2 The terms governing its liquidation shall protect the rights of third parties.

### **Article 15 – Nullity of the Grouping**

Transfrontier co-operation agreements setting up groupings and establishing their Statutes shall be null and void if they are in breach of the provisions of this interstate agreement. They shall be so declared in accordance with the domestic law of the Contracting Party concerned, and the other Parties notified forthwith.

### **Article 16 – Disputes**

- 1 In the event of a dispute between the Grouping and one or more of its members concerning its functioning, jurisdiction shall be determined by the domestic law of the Contracting Party on whose territory the defendant's headquarters is located.
- 2 When tasks incumbent on territorial communities or authorities belonging to the Grouping are delegated to it, third parties shall retain vis-à-vis those territorial communities or authorities all the rights, actions and legal remedies which they would enjoy if the latter had themselves performed those tasks.
- 3 All other disputes arising from the functioning of a public or private grouping shall be referred to the courts having jurisdiction under the domestic law of any Contracting Party or under an international agreement.

### **Final article**

The provisions of this agreement shall derogate from the domestic law of each Contracting Party only to the strict extent that they are incompatible with it.

## **Appendix – Explanatory Note concerning the model interstate agreement and the model statutes on transfrontier co-operation groupings having legal personality**

### **I General considerations**

- 1 Article 3 of the Additional Protocol to the European Outline Convention of 21 May 1980 on Transfrontier Co-operation between Territorial Communities or Authorities provides for the

creation of a (local) transfrontier co-operation body. This body may have legal personality and may be of a public or private law nature, depending on the case.

A number of difficulties were encountered in the preparation of model statutes for such a transfrontier co-operation body. The first was a possible broadening of the *basis of the statutes in international law* (no. 2); the second was whether the body in question should be of a public or private law nature (no. 3). The third problem was deciding whether it was necessary to prepare draft statutes which would also be suitable for *bodies without legal personality* (no. 4). A fourth issue concerned legal arrangements for setting up transfrontier co-operation bodies (no. 5). The fifth difficulty was deciding which *domestic legal rules* would apply (no. 6). Lastly, a decision had to be made about certain *substantive provisions* concerning the body's organisation, powers and operation (no. 8).

- 2 **Respective roles of international and domestic law vis-à-vis statutes.** Article 3 of the Additional Protocol to the European Outline Convention did not seem to provide an adequate basis for the model statutes of a (local) transfrontier co-operation body. It was necessary for the statutes to refer to one or more national legislation(s) in connection with such questions as the body's particular rights under public law, the working and pension regulations for its staff, and the tax regulations governing the body and its staff. In fact, the Protocol itself refers explicitly to one or more national legal systems, that of the State in which the body is established and those of all the States concerned, in connection with the legal personality, decisions and supervision of the body.

Given that the application of national laws could not be completely excluded, the question which arose was whether the body's statutes could be drawn up with virtually exclusive reference to one or more domestic legal systems or whether, on the contrary, Article 3 of the Additional Protocol should be complemented with a model interstate agreement (based on model 1.5 as appended to the Outline Convention) regulating the extent of the applicability of the domestic legislation of one or more of the States involved (applicability on principle or subsidiary reference).

The second alternative was taken on board. A model interstate agreement was prepared (see Part II) to provide member States with a draft instrument offering a legal framework for the setting up of transfrontier co-operation groupings between territorial communities or authorities, laying down the basic principles of their legal systems and otherwise referring to domestic legislation(s). In this way, the draft treaty completes the Additional Protocol without contradicting it. It also respects the domestic legal systems, departing from them strictly only in the case of incompatibility (see the final articles of the draft interstate agreement). It forms the frame of reference within which the model statutes were drawn up (see Part III).

- 3 **Public or private status of the transfrontier co-operation body.** Such status can only be legally established by comparison with the categories of associations or foundations falling under the domestic law of each State concerned. The Statutes of a transfrontier co-operation body cannot possibly grant it public powers or public law status without referring to a form of public law body established either under a treaty or by a national law.

It is claimed that the advantage of public law transfrontier co-operation over private law co-operation is that the former guarantees a structured organisation, more efficient public services stronger democratic control.

In comparing the rules used for a public law body with those which might be applied to a private law body, it was noted, however, that the only variations in legal regulations concerned the conditions for setting up the body (Part II, Articles 2 and 7), the participation of legal persons governed by private law to a public body (*loc. cit.* Article 7) and the conclusion of public contracts (*loc. cit.*, Article 11, paragraph 4). A single model interstate agreement was then drawn up covering *all* transfrontier bodies – public and private – with legal personality

under the domestic legal system.

- 4 **Joint bodies devoid of legal personality.** Should the existence of working communities or co-ordination groupings be formalised by making them subject to specific rules? As such groupings could already be set up on a wholly informal basis, it was decided that detailed regulations would simply make this harder and in any case serve no purpose, since it would be difficult to monitor compliance and punish violations. This is why, on reflection, it was decided not to draw up any model statutes for such bodies. Nevertheless, it must be pointed out that certain conditions may be imposed on the setting-up of a body devoid of legal personality, which can be summarised as follows:
- 1 In frontier areas, territorial communities or authorities within the jurisdiction of the Contracting Parties might, on the conditions specified in Articles 1 and 3 of the Additional Protocol to the Outline Convention, set up joint transfrontier co-operation bodies, without legal personality, to exchange information, study questions of common interest, make proposals on co-operation to their member territorial communities or authorities, and agree to take the necessary action to implement the solutions envisaged.
  - 2 The transfrontier co-operation agreement which would set up a joint body without legal personality should contain provisions on:
    - the areas in which the body is to be active;
    - the establishment and functioning of the body;
    - the period for which it is set up;
    - the body's financing and supervision;
    - the domestic law of one of the Contracting Parties, to which it is to be subject.
  - 3 Joint bodies for transfrontier co-operation might not adopt decisions which are binding on their members or third parties, unless their member territorial communities or authorities had given them authority to do this. In such cases, third parties should retain vis-à-vis the territorial communities or authorities all the rights, actions and legal remedies which they would enjoy if the decisions had been taken by the territorial communities or authorities themselves.

The wording of this article is based on Article 9 of the agreement concluded in Karlsruhe on 23 January 1996 and Article 7 of the Franco-Spanish Treaty signed in Bayonne on 10 March 1995, subject to the possibility of this joint body being delegated power to adopt decisions binding upon its members or third persons. See Section 10 below.

- 5 **Legal procedures for setting up transfrontier co-operation bodies.** Several western European countries wishing to strengthen the legal framework provided by the European Outline Convention with bilateral or multilateral agreements facilitating its implementation, particularly in order to enable territorial communities or authorities to join transfrontier co-operation societies, associations, groupings or federations. These agreements generally stipulate that a *transfrontier co-operation agreement* within the meaning of Articles 1 and 3 of the Additional Protocol to the Outline Convention must be concluded before setting up a local transfrontier co-operation body.

This is the method proposed to be used not only for the setting up of a transfrontier body in accordance with Article 3 of the Additional Protocol but also for the drafting of its Statutes. The latter will therefore be an integral part of the agreement setting up the body.

This being the case, consideration of procedures for setting up bodies with legal personality leads us to identify three different hypotheses which are usually covered by such international agreements.

The first hypothesis is to allow foreign territorial communities or authorities to participate in a

body holding the status of a legal entity within a given national system. In this case it is immaterial whether the legislation in question explicitly or implicitly provides for participation by foreign territorial communities or authorities.

The second formula, the so-called “Franco-German” one, allows territorial communities or authorities from different States to set up a transfrontier grouping, provided the latter enters into a legal category existing in one of the national legal systems. The legal system in question is that of the State in which the body is based (see Section 6 below).

The third hypothesis involves setting up public law transfrontier bodies. It permits public transfrontier groupings to be set up for the joint performance of tasks which, under the domestic law of each State concerned, can be carried out by public groupings made up of territorial communities and authorities from the same State. In this case, recourse is had to national categories of public bodies, for which equivalents are found in the domestic law of the other States concerned.

All three hypotheses are reconcilable with Articles 3, 4 and 5 of the Additional Protocol.

A combination of hypotheses 2 and 3 was chosen. This option is set out in Article 2 of the model interstate agreement (see Part II).

- 6 **Law applicable to the transfrontier co-operation body.** In the system set out in Article 4 of the Additional Protocol to the European Outline Convention, as in most international conventions on transfrontier co-operation in western Europe, the legal system governing local transfrontier co-operation bodies with legal personality and, more generally, the domestic legal system to which it is subject, are those of the State in which its headquarters is based, subject to any exemptions provided for in the aforementioned treaties.

On the other hand, in the system set out in Article 5 of the Additional Protocol, the statutes of a transfrontier body must comply with the domestic law of all the States to which the territorial communities or authorities founding the body belong; thus, the decisions taken by the body have the same value within each State's legal system as if they had been taken by the founding territorial communities or authorities.

The principle that the statutes of the body shall not be in conflict with the law of any of the States concerned implies that these statutes shall constitute the biggest common denominator between the legal requirements of these States. When the requirements imposed by the domestic laws are of a different strictness, it is therefore appropriate to apply the most severe legal system in order to comply with the rules in force in the States concerned.

This approach, which is inspired by the Benelux Convention of 16 September 1986, only concerns public law bodies. Moreover, it is only practicable in countries with fairly similar legislative provisions on the statutes of associations or groupings of territorial communities or authorities.

For these two reasons, it was preferable to keep the system set out in Article 4 of the Additional Protocol, in the draft model interstate agreement (see Part II). The law of the State in which the body's headquarters is based will determine not only the rules applicable to the transfrontier body, its legal personality, its decisions and the authority responsible for supervising it, but also the rules which the latter authority must apply to such supervision, the tax and social regulations governing the body and its staff, the rules on public contracts, etc.

- 7 **Legal form of the transfrontier co-operation body.** If the law of the State in which the local transfrontier body's headquarters is based is applicable to the said body, it also applies to the overall category to which it belongs. It may have the status of an association or foundation and take the form, for instance, of a private non-profit-making association, a public law association,

a public establishment, an inter-municipal syndicate, a commercial society, a “consorcio”, a “consorzio”, a “Zweckverband” or an “openbaar lichaam”. Since such a body will embrace several territorial communities or authorities, the title transfrontier co-operation “grouping” (groupement) was preferred to transfrontier co-operation “body” (organisme). Consequently, it is proposed to christen the new legal entity as follows: “*Transfrontier Co-operation Grouping*”.

This title was adopted for the model interstate agreement (see Part II) and for the model statutes for a transfrontier co-operation body (see Part III) within the meaning of Articles 3 of the Additional Protocol to the Outline Convention.

- 8 **Substantives rules on the transfrontier co-operation body.** A number of choices have had to be made on some fundamental provisions of the statutes of the Transfrontier Co-operation Grouping (hereinafter referred to as the “Grouping”):
  - a The Grouping should be non-profit-making.
  - b Natural or legal persons governed by private law may join a Public Grouping provided that it is not in contradiction with the law of the State where the headquarters is located.
  - c The main organs of the Grouping are its General Assembly, Board and Chairman.
  - d The Grouping may not be endowed with powers which are exercised by the territorial communities or authorities as agents of the State to which they belong or under powers delegated by such State.
  - e The Grouping may not have regulatory, police or tax-raising powers.
  - f Disputes between the Grouping and any of its members shall be judged by the courts responsible for assessing the domestic law of the State in which the respondent is based; all other disputes shall be brought before the courts responsible under the domestic law of any Contracting Party or by virtue of an international agreement.
  - g Delegation by territorial communities or authorities of specific tasks to a Grouping of which they are members shall be subject concurrently to the rules that are applicable in all the States to which these bodies belong; in the event of a dispute, third persons retain all the rights, actions and legal remedies against the members of the grouping which would be available to them if such members had themselves been performing these tasks.
  - h Public Groupings may conclude public contracts in accordance with the domestic law of the State in which they are based.
  - i The Grouping must call in independent auditors to certify its balance sheet and profit and loss account.
- 9 **Terminology.** The terms used in the model interstate agreement and statutes correspond to the terminology of the European Outline Convention and its Additional Protocol.
- 10 **Sources.** The model interstate agreement is primarily based on the following international treaties:
  - Benelux Convention on Transfrontier Co-operation between Territorial Communities or Authorities, signed in Brussels on 12 September 1986;
  - Germano-Dutch Agreement on transfrontier co-operation between territorial communities or authorities, signed in Isselburg-Anholt on 23 May 1991;
  - Franco-Spanish Treaty on transfrontier co-operation between territorial communities, signed in Bayonne on 10 March 1995;
  - Agreement on transfrontier co-operation between territorial communities and local public bodies, signed in Karlsruhe on 23 January 1996.

In drafting the model statutes, the authors particularly looked at the following international treaties, regulations, statutes and models:

- the Statutes appended to the Franco-Swiss Agreement on the construction and operation of the Basle-Mulhouse airport, signed in Bern on 4 July 1949;

- (EEC) Regulation No. 2137/85 of 25 July 1985 on the establishment of a European economic interest grouping;
- the Agreement on transfrontier co-operation between territorial communities and local public bodies, signed in Karlsruhe on 23 January 1996;
- French Decree No. 93-571 of 27 March 1993 on public interest groupings set up under Section 133 of the Outline Act No. 92-125 of 6 February 1992 on the territorial administration of the Republic [French General Code of Territorial Communities, part 1, article L. 1112-2];



- French Decree No. 95-635 of 6 May 1995 on public interest groupings established to operate in the nature conservation field;
  - The model statutes for transfrontier public authorities, drawn up under Article 3, paragraph 5, of the Benelux Convention on Transfrontier Co-operation between Territorial Communities and Authorities, signed in Brussels on 12 September 1986;
  - The model agreement setting up a public interest grouping for inter-regional and transfrontier co-operation, appended to the French interministerial circular (interior, budget) of 16 June 1994 on public interest groupings comprising territorial communities in European Union member countries;
  - The joint regulations on the Rhine-Waal Euregio.
- 11 **Drafts statutes for the transfrontier co-operation body.** The model statutes have a classic structure. Section I (Articles 1-11) covers the constitution, aims, duration and territorial scope of the Grouping. It also covers members' rights and obligations, new members, withdrawals and expulsions. Section II (Articles 12-17) lists the Grouping's resources: members' contributions to the Grouping's financing, other funding, facilities and equipment and staff. Section III (Articles 18-33) deals with the Grouping's organisation and management. It covers in turn the composition, powers and working methods of the General Assembly, the Board and the working parties. It also defines the status of the Grouping's Chairman and Director/Secretary General, and lays down rules on administrative supervision. Section IV (Articles 34-38) deals with finance. Section V (Articles 39-40) covers extension of the Grouping's duration, its winding-up and liquidation. Section VI (Articles 41-47) contains "miscellaneous provisions" on such questions as the liability of statutory bodies and officers, rules of procedure, the procedure for amending the statutes and their entry into force.

## II *Comments on the articles of the model interstate agreement*

### **Article 1**

Paragraph 2 should list the territorial communities and local public bodies to which the States intend to apply the model interstate agreement. Under paragraph 3, the scope of the agreement can be extended to newly created communities or public bodies, as well as to other public law legal entities.

### **Article 2**

Article 2 of the model interstate agreement juxtaposes the rules on setting up public law groupings with the rules on setting up private law groupings. The former type of grouping must be set up with a view to performing, in border areas, tasks which the domestic law of each country stipulates can be carried out by public groupings of local public institutions. The latter type must be allowed to participate in civil and commercial law associations or groupings in the legal systems of their respective States. In both cases, the creation of the body necessitates concluding a transfrontier co-operation agreement.

### **Article 3**

The law applicable to the Grouping is that of the State in which its headquarters is located. The regulations applicable within this State's legal system are either those governing public groupings made up of territorial communities or authorities or those governing the category of private law bodies to which the territorial communities or authorities founding the Grouping wish to assign it.

Paragraph 2 is in conformity with Article 4, paragraph 1, of the Additional Protocol to the European Outline Convention.

**Article 4**

See in addition General Considerations concerning the model interstate agreement (n° 6 and 7).

**Article 5**

It was decided to specify that local public institutions were entitled to participate in a transfrontier co-operation grouping which had already been set up in accordance with another State's domestic law.

**Article 6**

Decisions to participate in the setting up or to join a Grouping are subject to this rule by virtue of Article 6, paragraph 1, of the Additional Protocol to the European Outline Convention.

**Article 7**

It was considered appropriate to allow private law entities to join a public transfrontier co-operation Grouping on the following conditions:

- public institutions in the border area must be members;
- the law of the State in which the Grouping is based must not prohibit such participation.

**Article 8**

These provisions are based on Article 6 of the Bayonne Treaty of 10 March 1995 and Articles 8 and 12 of the Karlsruhe Agreement of 23 January 1996.

**Article 9**

Each of the treaties mentioned in the General considerations (paragraph 10) require the Statutes of the transfrontier Grouping whose setting up it authorises to contain provisions on a series of items (name, headquarters, duties, members, tasks of the organs, arrangements for financing activities, applicable budgetary and accounting rules, accession and withdrawal of members, dissolution and liquidation, etc).

International texts have been drawn upon in Article 9 of the draft interstate agreement listing the provisions to be included in the Statutes of the future transfrontier co-operation Groupings.

Obviously, this minimum content only applies to bodies which have legal personality under the applicable domestic law. Bodies without legal personality are unaffected by it.

**Article 10**

These provisions are based on the Karlsruhe Agreement.

**Article 11**

Paragraph 1 corresponds to the prohibition set out in Article 4, paragraph 2 b, of the Additional Protocol to the European Outline Convention.

Paragraph 2 is based on the Bayonne Treaty and the Karlsruhe Agreement.

Paragraph 3 concerns cases where the Grouping performs work on behalf of one of its members. Exceptionally in such cases, the law of the State in which the Grouping's headquarters is located is applied concurrently with that of another State to which one of the territorial communities or authorities in the Grouping belongs. Such parallel or concurrent application occurs where the members of the Grouping are directly or indirectly contributing to the financing of public contracts (paragraph 4).

Lastly, paragraph 5 stipulates that the members of the Grouping must always ensure the implementation or enforcement of the Grouping's decisions.

#### **Article 12**

In this respect, the funding and supervision of the Grouping are governed by the provisions set out in the Additional Protocol to the European Outline Convention.

#### **Article 13**

The law of the State in which the Grouping's headquarters is located is applicable to its own specific staff.

#### **Article 14**

This provision is based on Article 15 of the Karlsruhe Agreement.

#### **Article 15**

This provision is based on Article 10 of the Bayonne Treaty and Article 7, paragraph 2, of the Karlsruhe Agreement.

#### **Article 16**

These regulations are aimed, in accordance with Article 7 of the Additional Protocol to the Outline Convention, at preventing any change in the national judicial protection available to third persons before the conclusion of the interstate agreement under consideration; it can also be used to exempt territorial communities or authorities which are members of the Grouping from the jurisdiction of a foreign court.

### **III *Comments on the articles of the model Statutes***

#### **Article 1**

In accordance with Article 1 of the model interstate agreement, legal persons governed by public law which are neither territorial communities nor local public bodies may co-operate in setting up the Grouping or may join it. In accordance with Article 7 of the model agreement, this also applies to persons governed by private law, provided that the domestic law of the state in which the Grouping's headquarters is located does not prohibit this. The participation of natural persons must be on an exceptional basis and be justified by the considerations relating to the public service which they supply.

#### **Article 2**

In application of Article 1 of the interstate agreement, all public institutions forming part of the Grouping are considered "territorial communities or authorities". The members of the General Assembly, however, are not the legal persons belonging to the Grouping, but their representative(s).

**Article 3**

By establishing the Grouping's headquarters on the territory of a state, the Statutes make it subject to the domestic law of that state. For this reason, it is not desirable to move the headquarters outside that national territory without amending the Statutes.

**Article 4**

By making the Grouping subject to legislation governing one of the types of association or grouping to which territorial communities or authorities in that state may belong, the Statutes determine its public or private law status and give it a legal form provided for in the law of the state where its headquarters is located.

**Article 5**

The date on which the Grouping acquires legal personality is determined by the competent authorities in the states to which the territorial communities or authorities belong, in accordance with Article 47 of the Statutes.

**Article 6**

The Grouping's aims may be general or may, on the contrary, be limited to the provision or management of facilities of general interest.

Members of the Grouping may delegate certain tasks to it which are to be undertaken on their behalf.

Under Article 4 of the model interstate agreement, the Grouping may not seek to make a profit.

If the Grouping is a public law entity, it may conclude public procurement contracts, governed by the law of the state in which it has its headquarters, provided that members which participate in funding these operations comply with their obligations under the law of their own countries in respect of procedures for advertising, calls for tender and choice of firms. This is a restatement of the terms of Article 11 § 4 of the model interstate agreement.

Lastly, it is stipulated that the Grouping may have no regulatory, police or fiscal powers, in accordance with Article 11 of the interstate agreement.

**Article 7**

If the Grouping is established for a limited period, but this may be extended on one or more occasions for a period not exceeding that for which it was originally set up (Article 39 of the Statutes).

**Article 8**

The rule is that each member's representation is proportional to its statutory rights, which are themselves proportional to its contribution. There is, however, no reason why some other criterion should not be used - for example, the population of the various territorial communities or authorities (as in the case of the Rhine-Waal Euregio).

Members are liable for the Grouping's debts in proportion to their statutory rights. This also applies to their obligations towards other members or third parties. They are not jointly and severally liable.

**Article 9**

It did not seem expedient to lay down conditions for the accession of new members in the draft Statutes. New members' rights and obligations will be specified in an addendum to the Statutes.

**Article 10**

The same goes for withdrawals. Members wishing to withdraw may do so only at the end of a budget year. They will take over facilities established for their benefit and compensate the Grouping for them.

The authority responsible for supervising a territorial community or authority belonging to the Grouping may require it to withdraw (Article 32 of the Statutes).

**Article 11**

The same system applies to expulsions, and any member expelled must also compensate the Grouping for damage caused by its failure to meet its obligations.

**Article 13**

Apart from members' contributions, the Grouping may levy charges and, if the law of the state in which it has its headquarters permits this, contract loans.

**Article 15**

Staff are never recruited on a statutory basis, they are recruited on a contractual basis.

**Article 17**

In accordance with Article 13 of the model interstate agreement, only staff directly recruited by the Grouping are subject to the law of the state in which it has its headquarters.

**Article 18**

Each member of the Grouping sends to the General Assembly a number of representatives proportional to its statutory rights (see above the note on Article 8 of the Statutes).

In accordance with Article 10, paragraph 3, of the interstate agreement, the appointment and mandates of these representatives are governed by the law of the state to which each legal person concerned belongs.

**Article 21**

Votes in the General Assembly are taken by absolute majority of the votes cast, except in the case of decisions to amend the Statutes, extend the Grouping's duration or wind it up early (Articles 39, 40 and 46 of the Statutes).

**Article 22**

The language rules on minutes are similar to those on the Statutes themselves (Article 45 of the Statutes).

**Article 23**

Article 10 of the model interstate agreement requires that the legal persons belonging to the Grouping be given information regularly.

**Article 26**

Votes at Board meetings are taken by an absolute majority of the votes cast - more “fors” than “against”.

**Article 29**

If it wishes, the Grouping may appoint a Director/Secretary General to act as the Board's executive officer.

**Article 31**

In accordance with Article 6, paragraph 2, of the Additional Protocol to the European Outline Convention and with Article 12 of the model interstate agreement, measures taken by the Grouping are subject to the supervision provided for in the law of the state in which it has its headquarters, although the interests of territorial communities or authorities in other states must also be respected.

**Article 32**

The authorities responsible for supervision of territorial communities or authorities belonging to the Grouping are, moreover, entitled to require them to withdraw from the Grouping (Article 10 of the Statutes).

**Article 34**

Since the Grouping is a non-profit-making entity, any build-up of surplus income must lead in due course to reduction of the annual financial contributions payable by members.

**Article 36**

The independent auditors' role in certifying the balance sheet and profit and loss account is based on Article 14, paragraph 2, of the Karlsruhe Agreement and on Article 6, final paragraph, of the Treaty of Bayonne of 10 March 1995.

**Article 37**

The article on recovery of incorrect payments is based on Article 20 of the model agreement setting up an interest grouping for inter-regional and transfrontier co-operation, appended to the French interministerial circular of 16 June 1994. This relates to use of the European Union's structural funds as part of the Union's regional policy.

**Article 38**

Application of the tax laws of the state in which the headquarters is located is consistent with the principle laid down in Article 3 of the model interstate agreement.

**Article 39**

See note on Article 21 of the Statutes.

**Article 42**

The rules on liability of the Chairman, Vice-Chairman, Board members and Director/Secretary General are consistent with the laws generally applying to limited companies.

**Article 43**

This Article contains a jurisdiction clause, making it possible for any dispute between the Grouping and its members to be decided by the court which has jurisdiction under the law of the state where the defendant is based, thus avoiding a situation in which member territorial communities or authorities may find themselves subject to the jurisdiction of a foreign state. This rule is based on Article 11, paragraph 1, of the German-Dutch agreement on transfrontier co-operation between territorial communities or authorities, signed in Isselburg-Anholt on 23 May 1991. It follows from Article 16, paragraph 1, of the model interstate agreement.

**Article 45**

This provision, which is based on Article 6 of the Bayonne Treaty of 10 March 1995, is consistent with Article 8, paragraph 2, of the model interstate agreement.

**Article 46**

See note on Article 21 of the Statutes.

**Article 47**

See note on Article 5 of the Statutes.

**Transitional provisions**

As an exception to Article 12, paragraph 2, and Article 19 of the model statutes, the financial contribution of each Grouping member is determined the first year in the transitional provisions.

**2 Outline agreements, statutes, and contracts between local authorities**

*Introductory note:*

**Outline agreements, contracts and statutes intended for local authorities**

Like States, local authorities could be offered a choice of agreements and contracts. In fact, such a choice already exists in a number of countries, as is shown by the appreciable volume of documentation on agreements concluded that has already been assembled.

The proposed system comprises six outline agreements, contracts and statutes corresponding to different degrees and formulae of local transfrontier co-operation. According to the scope and state of national legislation, these outlines may either be put to immediate use or may be subordinated to the adoption of an inter-state agreement governing their use.

In general, the conclusion of inter-state agreements, even when it does not seem absolutely essential, could help to clarify the conditions on which these agreements may be used by the local authorities. In any event, the conclusion of an inter-state agreement would seem to be a prerequisite for recourse to the agreement numbered 2.6 (transfrontier co-operation organs).

This system of outline agreements intended for local authorities corresponds to the model inter-state agreements. Reference is made to the inter-state agreements in the introductory note to each outline.

It is then possible to integrate the agreements and organs set up at local level, into the structures of transfrontier consultation to be set up at regional or national level. For example, the local liaison committees (outline 2.1) could be integrated into the structure of the Commissions, Committees and working parties stipulated in the model inter-state agreement on regional transfrontier consultation (1.2).

Also, these models have been designed on a schematic basis, as it was not possible to take a global view of all the problems that could arise in each particular case. The outlines are a valuable guide, but may be amended according to the needs encountered by the local authorities using them.

Likewise, local authorities must determine means of encouraging citizen participation in transfrontier consultation in the socio-cultural sphere. Such participation would certainly overcome the psychological obstacles sometimes seriously impeding transfrontier co-operation. Consultation, supported by public interest, would also benefit from a solid foundation. One way of encouraging public participation would be to have recourse to an association. Thus, one of the outlines (2.3) concerns the setting up of a private law association.

## **2.1 Outline agreement on the setting up of a consultation group between local authorities**

*Introductory note:* Normally, the creation of such a group is possible without the need for inter-state agreements. There are numerous examples of such a possibility. However, if legal or other uncertainties exist, an inter-state agreement would provide the conditions under which such consultation could be used (see model agreement 1.3).

*Purpose of the group and headquarters*

### **Article 1**

The local authorities Parties to this Agreement undertake to co-ordinate their efforts in the following fields within their powers (specify the field(s) of responsibility or refer to local problems"). this purpose, they hereby establish a Consultation Group, hereinafter referred to as "the Group", with headquarters at .....

The Group's function shall be to ensure the exchange of information, co-ordination and consultation between its members in the fields specified in the preceding sub-paragraph. The member authorities undertake to supply it with all information necessary for the discharge of its function and to consult each other, via the Group, prior to the adoption of decisions or measures affecting the fields specified above.

*Membership*

### **Article 2**

Each participating local authority shall be represented in the Group by a delegation of ... members appointed by it. Each delegation may, with the Group's agreement, be accompanied by representatives of private socio-economic bodies and by experts (this alternative excludes entities other than local authorities from membership, which distinguishes this arrangement from the private law association dealt with under 2.3).



Possible variant: The number of members in each delegation may vary. Membership shall be open to local and regional authorities, socio-economic groups and private persons subscribing to this agreement. The Group shall decide on the admission of new members. Each delegation may, with the Group's agreement, be accompanied by representatives of private bodies and by experts.

*Terms of reference*

**Article 3**

The Group may deliberate on all matters specified in Article 1. All questions on which a consensus is reached, and recommendations which the Group decides to make to the relevant authorities or groups, shall be recorded in the minutes.

The Group shall be authorised to commission studies and investigations on matters within its competence.

**Article 4**

The members of the Group may agree to entrust the Group with the execution of certain well-defined practical duties. The Group may also carry out any tasks entrusted to it by other agencies.

*Operation*

**Article 5**

The Group shall draw up its own rules of procedure.

**Article 6**

The Group shall, as a general rule, be convened twice a year, or at the request of one-third of its members proposing the entry of an item on its agenda.

Notice of the meeting must be given and the agenda circulated at least 15 days in advance, in order that the deliberations may be prepared by each of the institutions represented.

**Article 7**

The Group shall appoint from among its members a permanent Bureau whose membership and powers it shall determine.

The Chair shall be taken in accordance with the rules of procedure or, where they do not apply, by the oldest member present.

*Relations with outside persons and higher authorities*

**Article 8**

In relations with outside persons, the Group shall be represented by its Chairman, except as otherwise provided for in the rules of procedure. Higher authorities, to which members of the Group belong, may obtain from the Group such information as they may request on the Group's work and shall be authorised to send an observer to its meetings.

*Secretariat and finance***Article 9**

Secretarial services shall be provided by one of the member institutions (with or without a system of annual replacement).

Each authority shall be required to contribute to the cost of secretarial services as specified hereunder: ...

Information and documentation shall normally be circulated in the language of the State from which it originates.

*Accession and withdrawal***Article 10**

Membership of the Group shall be open to such additional local and regional authorities as may subscribe to this agreement. The Group shall decide on the admission of new members.

**Article 11**

Any member may withdraw from the Group by notifying the Chairman to that effect. The withdrawal of a member from the Group shall not affect its operation unless otherwise decided upon by the Group.

**Article 12**

The Parties shall inform the Secretary General of the Council of Europe of the conclusion of this agreement and supply him with the text.

**2.2 Outline agreement on co-ordination in the management of transfrontier local public affairs**

*Introductory note:* In several States this type of transfrontier co-operation agreement is already possible. Where this is not the case, the conditions under which such an agreement could be used should be defined within the framework of an inter-state agreement (see model agreement 1.3).

*Purpose of the agreement***Article 1**

Article 1 specifies the purpose of the agreement (eg harmonious development of frontier regions) and the fields concerned.

*Territory covered by the agreement***Article 2**

Article 2 should specify the territories covered by the agreement on either side (or on all three sides) of the frontier.

*Undertakings***Article 3**

Article 3 should define the means of achieving the aims of the agreement (Article 1). According to the material purpose of the agreement, the following undertakings may be specified:

- the Parties undertake to comply with a prior consultation procedure before reaching decisions on a number of measures they have to take within the limits of their powers and of the territory administered by them;
- the Parties undertake, within their territory and within the limits of their powers, to take the measures necessary to the achievement of the agreement's objectives;
- the Parties undertake to do nothing detrimental to the objectives of this agreement.

#### *Co-ordination*

#### **Article 4**

Article 4 should specify, in accordance with the particular circumstances and requirements of each agreement, the arrangements for co-ordination:

- either by designating for co-ordination purposes the general purpose group referred to in Outline Agreement 2.1;
- or by providing for the establishment of a specific consultation group for the purpose of this agreement;
- or simply by means of direct bilateral contracts between the authorities concerned.

#### *Conciliation*

#### **Article 5**

Each member of the Group (each Party, if there is no Group) may raise with the Group (the other Party, if there is no Group) any case in which it considers that the agreement has not been observed in that:

- either there has been no prior consultation;
- or the measures taken are not in keeping with the agreement;
- or the measures necessary to the achievement of the aims of the agreement have not been taken.

If the Parties fail to reach agreement, the dispute may be referred to a Conciliation Board entrusted with ensuring compliance with the undertakings entered into.

#### *Controlling Body*

#### **Article 6**

The Parties may agree to set up a specific Controlling Body to ensure compliance with the undertakings entered into, composed of an equal number of experts appointed by each Party and a neutral expert whose appointment or the mode of such appointment shall be provided for in advance.

The Controlling Body shall give an opinion, which it shall have the authority to make public, as to whether the agreement has been observed.

#### **Article 7**

The Parties shall inform the Secretary General of the conclusion of this agreement and supply him with the text.

### 2.3 Outline agreement on the setting up of private law transfrontier associations

*Introductory note:* It is assumed that the local authority of one State may belong to a private law association of another State in accordance with the same rules and conditions as apply to that local authority's membership of a private law association in its own State. If such is not the case at present, the possibility should be expressly provided for by means of an inter-state agreement between the States concerned (see inter-state model agreements 1.3 and 1.4).

Private associations are normally required to comply with rules laid down in the law of the country where they have their headquarters. The following list shows the provisions which should be included in their articles, where this is not specified by law. The provisions governing consultation groups (see outline agreement 2.1) may also apply, *mutatis mutandis*, to associations of this type.

The association's Articles should specify:

- 1 its founder members and the conditions for the admission of new members;
- 2 its name, headquarters and legal form (with reference to the relevant national legislation);
- 3 its object, the manner of achieving this object and the resources at the association's disposal;
- 4 its bodies and in particular the functions and mode of operation of its General Assembly (representation and voting);
- 5 appointment of administrators or executive officers and their powers;
- 6 the extent of members' liabilities vis-a-vis third parties;
- 7 conditions for modification of the articles and for winding-up the association;
- 8 an undertaking by the Parties to inform the Secretary General of the Council of Europe of the formation of a transfrontier association and to supply him with its articles.

### 2.4 Outline contract for the provision of supplies or services between local authorities in frontier areas ("private law" type)

*Introductory note:* It is assumed that local authorities have the right to conclude such a contract with local authorities of other countries. Where this is not the case, this possibility should be expressly provided for within the framework of an inter-state agreement (see model agreement 1.4).

This is a type of contract which may be used by local authorities for sales, leases, works contracts, the supply of goods or services, the granting of operating concessions, etc. Local authorities' use of "private law" contracts is permitted to varying degrees in national legislation and practice and it is difficult to draw the line between "public-law" and "private-law" contracts. Nevertheless it may be assumed that this type of contract may be used wherever, according to the prevailing interpretation in each particular country, the agreement concerns an operation of a commercial or economic type for which a private person or corporate body could also have contracted. In the case of operations which involve action by local authorities in the exercise of functions reserved to public authority, the supplementary rules specified in the "public-law" outline contract (see 2.5) must be borne in mind, in addition to the provisions set out below.

*Parties*

*Article 1* specifies the Parties (and whether the agreement is open to other local authorities).

*Article 2* specifies the problems connected with general contractual powers and, in particular, beneficiaries and terms and conditions. It may also, where appropriate, specify the necessary reservations regarding authorisation by higher authorities, where this affects the applicability of the contract.

*Object of the contract*

*Article 3* specifies the object of the contract by reference to:

- specific matters;
- geographical areas;
- corporate bodies (municipalities, national bodies with local powers, etc.);
- specific legal forms.

*Article 4* specifies the duration of the contract, the conditions for renewal and any completion dates.

*Legal regime and financial provisions*

*Article 5* indicates the place of signature and performance of the contract and specifies the legal regime by which it is governed (private international law) and the law which applies.

*Article 6* deals, where appropriate, with financial questions (currency in which payment is to be made and the mode of price adjustment in the case of long-term services) and insurance.

*Arbitration*

*Article 7* provides, if necessary, for a conciliation procedure and provides for an arbitration procedure.

In the event of arbitration, the arbitration board shall be made up as follows:

- each Party with opposing interests (Variant: the presidents of the administrative courts with jurisdiction over each of the parties) shall designate a member of the arbitration board and the Parties shall jointly appoint one or two independent members so that there may be an odd number of members;
- where there is an even number of members of the arbitration board and the votes are tied, the independent member shall have a casting vote.

*Alteration and termination of the contract*

*Article 8* specifies the rules to apply in the event of alteration or termination of the contract.

*Article 9.* The Parties shall inform the Secretary General of the Council of Europe of the conclusion of this agreement and supply him with the text.

## 2.5 Outline contract for the provision of supplies or services between local authorities in frontier areas (“public-law” type)

*Introductory note:* This type of contract is similar to that dealt with under 2.4 (“private-law” contracts) in that it relates to specific purposes. This type is more particularly concerned with concessions or contracts for public services or public works (or services or works which are regarded as “public” by one of the countries concerned), or the provision of contributory finance<sup>1</sup>, from one authority to another on the other side of the frontier. Such public concessions entail special risks and responsibilities related to the public services provided which require the inclusion in the contract of other provisions in addition to those specified in the model “private-law” contract.

“Transfrontier” contracts of this type are not necessarily permitted in all countries. Consequently, the possibility of such arrangements and the conditions for their use would often first have to be provided for in an inter-state agreement (see model agreement 1.4).

The use of such a contract, which is simple enough to devise and implement, could in some cases obviate the need for a joint agency of the “Transfrontier Syndicate of Local Authorities” type (see 2.6), which raises other legal problems.

### *Contractual provisions*

Where the contract involves the establishment or administration of public property, a public service or facility belonging to a local authority in at least one of the countries, contractual guarantees must be specified in accordance with the rules which apply in the country or countries concerned.

The contract will also, where necessary, make reference to the following specific conditions:

- 1 the regulations governing the establishment or operation of the facility or service concerned (eg timetable, charges, conditions of use, etc);
- 2 special conditions governing the setting up of the facility or service (eg permits required, procedure, etc);
- 3 the conditions of contract for the facility or service;
- 4 the procedure for adjusting the contract for reasons of public interest and resulting financial compensation;
- 5 ensuing relations between users of the facility or service and the operator (eg conditions of access, charges, etc);
- 6 withdrawal from, surrender or termination of the contract.

In addition to these special requirements, the provisions specified in the specimen “private-law” contract 2.4 will also apply.

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<sup>1</sup> This arrangement might be particularly useful to frontier authorities, eg in the case of pollution: one authority might offer another contributory finance to enable it to carry out work within its competence but of value to the first.

## **2.6 Outline agreement on the setting up of organs of transfrontier co-operation between local authorities**

*Introductory note:* It is assumed that several local authorities may get together and form a legally based organisation with a view to providing and operating some public utility, service or facility body.

The creation and functioning of such an association or syndicate will mainly depend on the applicable legislation and the provisions of any previous inter-state agreement authorising this form of co-operation (see model agreement 1.5).

There follows a list of the provisions that the articles of association should include, insofar as they are not embodied in the applicable legislation.

The articles of association should specify *inter alia*:

- 1 the names of the founding members of the association and the conditions on which new members may join;
- 2 the name, headquarters, duration and legal status of the association (with references to the law conferring legal status upon it);
- 3 the object of the association, the way in which it is to be pursued and the resources at the association's disposal;
- 4 the way in which the registered capital is constituted;
- 5 the scope and limits of members' liabilities;
- 6 the procedure for appointing and dismissing administrators or managers of the association, as well as their powers;
- 7 the associations' relations with its members, third parties and higher authorities, especially as regards the communication of budgets, balance sheets and accounts;
- 8 the people with responsibility for financial and technical control over the activity of the association and the reports arising out of such control;
- 9 the conditions for altering the articles of association and for the dissolution of the association;
- 10 the rules applying to personnel;
- 11 the rules applying to languages.

## **2.7 Model agreement on interregional and/or intermunicipal economic and social co-operation**

(see para. 1.6)

## **2.8 Model agreement on interregional and/or co-operation in the field of spatial planning**

(see para. 1.8)

## **2.9 Model agreement on the creation and management of transfrontier parks**

(see para. 1.9)

## 2.10 Model agreement on the creation and management of transfrontier rural parks

(see para. 1.10)

## 2.11 Model agreement on the creation and management of transfrontier parks between private law associations

The association .....  
 the association .....  
 [and the association .....],\*

- aware of the need to work together in protecting the environment and developing the natural areas which are necessary to the quality of human life;
- wishing to co-ordinate their activities with a view to preserving the area's natural assets and landscape features;
- gathered at a constituent General Assembly held in .....on .....
- have agreed as follows:

### Article 1

There shall be established a private law transfrontier association:

- 1 – the association's founder members shall comprise:
  - a. .... represented by .....
  - b. .... represented by .....
  - c. .... represented by .....
  - the admission of new members shall be subject to the following conditions:
    - a. ....
    - b. ....
    - c. ....
- 2 – This association shall take the name .....  
 It will be referred to hereafter as the ASSOCIATION.
  - Its headquarters shall be situated in ..... in the territory of .....
  - Only the legislation and regulations of the country in which the headquarters are situated shall be applicable, save as otherwise expressly provided in an appendix hereto.
- 3 The object of the ASSOCIATION shall be ..... and in general any activity related directly or indirectly, wholly or partly, to any of the ASSOCIATION's objects.
- 4 The ASSOCIATION shall be managed by a Management Committee which will appoint:
  - a. a chairman
  - b. a vice-chairman
  - c. a treasurer
  - d. a secretary
  - e. one or more assistants.



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\* Whose Articles of Association are appended hereto.

The members of the Bureau shall be appointed by the General Assembly (meeting in ordinary session).

Their term of office shall not exceed ..... years and may be renewed for a period of .....

The General Assembly shall meet at least once a year. Its proceedings shall not be valid unless two-thirds of its members are present.

The decisions shall be taken by a [relative] [absolute] majority of the members.

Any member unable to attend may authorise another member [of the same nationality] to vote on his behalf. No member may hold more than .... votes.

- 5 The ASSOCIATION's Articles shall be revised at an extraordinary meeting of the General Assembly, by a majority of (two-thirds of) the votes of the members present. The Extraordinary General Assembly shall meet on the proposal of the Management Committee or at least of two of its members.

The ASSOCIATION may be dissolved by virtue of an amicable agreement between the parties or a decision taken by a majority of the members present at a meeting of the General Assembly convened in the proper way.

- 6 The Parties undertake to inform the Secretary General of the Council of Europe of the setting up of the ASSOCIATION and to communicate its Articles to him. The decision to dissolve the ASSOCIATION shall likewise be communicated for information.

## **Article 2**

- 1 They also undertake, each in accordance with its own law, to take all appropriate action with a view to co-ordinate management of the transfrontier park.

This co-ordination will involve in particular:

- maintenance and improvement of the natural landscape and its specific character;
- protection and enrichment of the specific heritage (fauna, flora, habitats);
- the taking of the necessary steps to preserve the factors likely to influence the above mentioned ecological and physical assets of the transfrontier park and the environment;
- information, education and reception facilities as part of a general policy for environmental appreciation and the interpretation of the natural and cultural heritage;
- supervision and guidance of economic, social and cultural activities in the park to ensure that they are consistent with the aims stated above and that the character of the transfrontier park is preserved<sup>1</sup>.

- 2 To this end, the Contracting Parties shall adopt joint action programmes of mutual interest, which might deal in particular with the following subjects:

- information;
- protection and development of plant and animal species;
- prevention and control of fires, epidemics, etc.;
- protection of waterways and of shores and banks on both sides of the frontier;
- tourism;
- accommodations;

- footpaths.

**Article 3**

The above mentioned joint action programmes of mutual interest shall be adopted by mutual agreement between the associations responsible for management of the nature parks concerned, within the deliberative and decision-making body referred to as the General Assembly.

**Article 4**

The joint action programmes of mutual interest shall determine the time-limits, aims and means of financing of the activities undertaken, as well as the material questions relating to management. They shall also specify the procedure for calculating each Contracting Party's financial contribution.

Furthermore, provision shall be made for an adjustment to bring the contributions into line with new circumstances arising during the course of the programme.

**Article 5**

The Parties undertake to implement the provisions of this agreement [and those of any joint action programmes of mutual interest signed in accordance with it].

**Article 6**

This agreement is concluded for a period of ... years as from its entry into force. It shall be automatically renewed for further successive periods of ... years unless denounced by one of the Parties one year prior to expiry.

**Article 7**

Each Party shall notify the other of the completion of the procedures required by its domestic law for the entry into force of this agreement, which shall take effect on the date of the last notification.

**2.12 Model agreement between local and regional authorities on the development of transfrontier co-operation in civil protection and mutual aid in the event of disasters occurring in frontier areas**

(Outline)

The local authorities (or regions) of ..... and .....  
within the jurisdiction of the states of ..... and of .....

\* which are Parties to the Inter-State Agreement on the Promotion of Transfrontier Co-operation<sup>2</sup>

\* which have acceded to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities

Resolved to assist each other in the event of disasters occurring in either of their territories;

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\* Delete when necessary.

- <sup>1</sup> This last clause applies only to rural parks in which such economic and socio-cultural activities are organised.
- <sup>2</sup> This inter-state agreement could be based on Model Agreement 1.1, appended to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities.

Convinced of the need for joint pursuit of all action to prevent such disasters and for assistance to be made as effective as possible in order to cope with the effects of such occurrences,

Have agreed as follows

### **Article 1**

The Contracting Parties undertake to afford each other, as far as they are competent and able, the assistance provided for in this agreement in the event of disasters<sup>1</sup> occurring in any of their territories.

### **Article 2**

- 1 Assistance shall be provided upon a request being made by the competent authority of one of the Contracting Parties to the competent authority of the other. Such request shall specify the nature and extent of the assistance required, bearing in mind the provisions of Article 3.
- 2 The authority requested for assistance shall notify the requesting authority of the nature and extent of the assistance it is able to provide.

### **Article 3**

- 1 The assistance referred to in Article 1 of this agreement may be provided in one or more of the following forms:
  - a the provision of suitable equipment to meet the immediate needs of the population affected by the disaster, such as blankets, tents, clothing, food and medical supplies;
  - b the provision of suitable equipment for first aid, medical assistance and rescue;
  - c the dispatch of operational and administrative personnel;
  - d the dispatch of technical, medical and first aid, and other units;
  - e ...
  - f ...

In dispatching the supplies referred to in sub-paragraphs (a) and (b) above, the supplying authority shall inform the authority to whom they are sent whether they are supplied on loan or as gifts.

- 2 In order to facilitate the implementation of this provision, the Contracting Parties shall regularly exchange information concerning the nature and extent of the assistance they would be able to provide immediately in the event of a disaster.

### **Article 4**

- 1 The Contracting Parties shall take all appropriate measures to ensure that the transport of the persons and equipment referred to in the preceding article may be effected as smoothly as possible, whatever the mode of transport employed.

---

<sup>1</sup> E.g.: earthquakes volcanic eruptions, floods, fires, etc.

- 2 In a case of transport by air, they shall take such special safety measures as may be necessary.

#### **Article 5**

- 1 Unless the Contracting Parties agree otherwise, responsibility for directing relief operations shall lie within the competent authorities of the Contracting Party requesting assistance.
- 2 The competent authority providing assistance shall notify the requesting authority of the names of the persons in charge of forwarding instructions to the foreign relief personnel.

#### **Article 6**

- 1 The cost of providing assistance shall be borne either by funds established by industries<sup>1</sup> liable to be the cause of disasters or accidents (chemical, nuclear industries, etc.) or by the Contracting Party which receives the assistance, the latter's actual expenditure being possibly refunded by the central authorities.
- 2 However, each Contracting Party undertakes not to ask the other Parties concerned to reimburse the customary cost of the assistance provided, nor compensation for the losses or damage to vehicles or machinery used in the mutual aid or relief operations.
- 3 The authority providing the assistance must, when supplying the information referred to in paragraph 2 of Article 2, give notice which costs will not be included as customary ones arising out of the operation, other than those mentioned in paragraph 2 of Article 7.

---

As an alternative to Article 6, the text set out below, based on bilateral conventions concluded by the Federal Republic of Germany with France and Luxembourg on mutual aid in the event of disasters or serious accidents, might be used:

#### **Article 6**

- 1 The costs resulting from the assistance provided by the rescue teams of the Contracting Party providing assistance in accordance with Article 1 and 3, including any expenditure incurred through the loss or complete or partial destruction of any accompanying equipment, shall not be met by the authorities of the Contracting Party which receives the assistance. In the case of assistance provided by aircraft, the Contracting Party providing assistance may demand payment from the Contracting Party which receives the assistance of half of the costs resulting from the use of aircraft.
- 2 The rescue teams of the Contracting Party providing the assistance, shall however, for the duration of the operation receive food and accommodation and all necessary supplies, at the expense of the requesting Contracting Party, insofar as accompanying stocks have been used up. They shall also receive all necessary medical assistance.
- 

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<sup>1</sup> The authorities concerned on each side of the border could themselves jointly set up and manage contingency funds for disasters occurring in their territory. In the agreement itself, they might agree to attempt to set up such a fund, which could be financed by contributions from the industries concerned.

**Article 7**

- 1 Any damage caused to persons in connection with assistance provided under this agreement shall, for the purpose of compensation, be charged to the Contracting Party which requested assistance under this agreement.
- 2 However, the provisions of paragraph 1 shall not apply to damage to persons or property made available to the Contracting Party which requested assistance under this agreement.

---

As an alternative to Article 7, the text set out below based on the bilateral conventions concluded by the Federal Republic of Germany with France and Luxembourg on mutual aid in the event of disasters or serious accidents, might be used:

**Article 7**

- 1 Each Contracting Party shall renounce any claims for compensation against the other Contracting Party for damage to property belonging to it, where the damage has been caused by a member of a rescue team of the other Contracting Party in the performance of duties connected with the execution of this agreement.
- 2 Each Contracting Party shall renounce any claims for compensation against the other Contracting Party in respect of any member of a rescue team who has suffered injury or death in the performance of duties connected with the execution of this agreement.
- 3 If any injury is caused to a third party by a member of a rescue team of the Contracting Party providing assistance in the performance of duties in the territory of the Contracting Party shall assume responsibility for the injury in accordance with the provisions applicable in the event of injury being caused by one of its own rescue teams.
- 4 The authorities of the Contracting Parties shall co-operate closely in order to expedite the settlement of claims for compensation. In particular, they shall exchange all the information at their disposal on cases of injury as defined in this article.
- 5 This article shall also apply to jointly organised exercises by rescue teams.

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N.B. The Parties' attention is drawn to the fact that if they do not retain in the agreements to be concluded both Articles 6 and 7 proposed above as an alternative, but only one of them, they should ensure that the article retained is compatible with the other relevant articles; accordingly, responsibility for the cost of assistance or responsibility for damage to property and injuries.

**Article 8**

The assistance operations effected by virtue of this agreement shall cease when the authority which asked for assistance so request.

**Article 9**

In order to facilitate the application of this agreement, the Contracting Parties shall endeavour regularly to organise staff exchanges and joint training exercises for the relevant relief personnel.

**Article 10**

The Contracting Parties undertake to inform the Secretary General of the Council of Europe of the conclusion of this agreement and to forward the text thereof to him.

Done at ..... this ..... day of ..... in ..... and ..... in two copies, both texts being equally authentic.

For the local authority  
(region) of

For the local authority  
(region) of

**2.13 Model agreement on transnational co-operation between schools and local communities**

This model agreement concerns co-operation in the form of a partnership between two schools belonging to different countries.

It provides for a fairly loose, general form of transnational co-operation, but with relatively ambitious objectives, in so far as the aim is lasting and fairly intensive co-operation based on firm educational and linguistic concepts.

The role of local authorities is to provide a general framework for the co-operation between the local communities in which the schools are located, and to provide cultural advice as well as material, financial and human support. As such, they are full-scale participants in this type of co-operation.

**Article 1**

The purpose of this agreement is to organise joint action between school W and community X, on the one hand, and school Y and community Z, on the other, in order to enable the pupils of both schools to benefit from in-depth transnational school co-operation.

The objectives of this co-operation shall be:

- to improve knowledge of the language of the partner country and to develop bilingualism;
- to introduce an intercultural approach to teaching through experimentation and the enhancement of the partner country's culture in the implementation of joint projects;
- to develop personal contacts between teachers and pupils within the school communities concerned.

**Article 2**

The means used for the purposes of this co-operation shall be:

- exchanges of teachers;
- pupils' attendance at the partner school with the support of their families and the local communities or authorities concerned;
- carrying out of joint projects by pupils from the two partner schools (especially in the form of "heritage classes");



- emphasis on the cultures of the partner countries during the teaching of history, geography, literature, etc., in the schools concerned;

- exchanges of teaching materials such as maps, books, magazines, cassettes, and audiovisual equipment;
- development of a programme of intensive, early learning of the language of the partner country;
- organisation of sports activities and competitions open to the pupils of the schools concerned;
- organisation of para-school activities open to the pupils of the schools concerned.

### **Article 3**

The signatory school authorities shall ensure that the co-operation covered by this agreement is integrated into the organisation of their schools, in particular with regard to curricula, teaching methods, para-school activities and options.

They shall ensure that teachers of the schools in their country have the necessary resources and time to establish contacts, exchange information, co-ordinate their action and organise the co-operation activities.

They shall seek to train teachers to use an intercultural approach to teaching so as to enhance the impact of the co-operation provided for in this agreement.

They shall take measures to give the language of the partner country a functional and symbolic role in the organisation and functioning of the schools concerned.

### **Article 4**

The local authorities and communities signing this agreement shall undertake to provide material support and advice for the school co-operation programmes covered by the agreement.

They shall ensure that co-operation between the schools concerned by the agreement is included in their overall co-operation and partnership programme.

They shall provide the school co-operation schemes concerned with their experience in the cultural field.

### **Article 5**

For the purpose of implementing the co-operation covered by this agreement, each of the parties shall contribute the resources specified in the appendix hereto.

(Remarks: for local communities, the contributions to such a co-operation agreement could comprise:

- financing (defrayal of the cost of travel, remuneration of outside teachers, etc.);
- the provision of equipment;
- the provision of personnel;
- the provision of premises for school and para-school activities or accommodation for teachers and pupils participating in exchanges;

- defrayal of secretarial services;
- etc.).

In the case of the school authorities and the schools themselves, these contributions might consist of the provision of personnel, the adaptation of curricula and courses, the provision of services, financing, coverage of the expenses of pupils of the partner school, etc..

#### **Article 6**

An activity programme for each year shall be approved by the parties to this agreement. It shall indicate the action to be taken, the resources to be used and the contributions of each signatory.

#### **Article 7**

A committee composed of representatives of the school authorities and the local authorities or communities who have signed the agreement, as well as representatives of the pupils' parents, shall monitor the implementation of this co-operation agreement.

The exact composition of this committee is defined in the appendix hereto.

This committee shall prepare the annual activity programmes provided for in Article 6; it shall examine issues relating to the practical organisation and the execution of the programmes; it shall maintain co-ordination between the outside contributors; and it shall make an assessment of the action taken.

It may set up sub-committees and working groups.

#### **Article 8**

In the context of this agreement, teachers of a given school may be seconded to the partner school. In this case, they shall be placed under the authority of the host school. The secondment agreement shall specify the conditions for the defrayal of the related costs.

#### **Article 9**

In the event of damage being sustained by suffered by pupils or teachers during co-operation programmes organised in pursuance of this agreement, the school responsible for the activity during which the damage arose shall compensate the victim, while taking action against any liable third party, if appropriate.

#### **Article 10**

The appendices to this agreement may be revised annually in order to take account of the development of the co-operation.

#### **Article 11**

This agreement has been concluded for a six-year period renewable tacitly for further three-year periods. It may be terminated by any of the parties subject to one year's prior notice.

## **2.14 Model agreement on the institution of a transfrontier school curriculum**

The purpose of this highly original model agreement is to institute intensive co-operation between the school authorities on each side of a frontier, in order to set up, with the assistance of the territorial communities or authorities, transfrontier classes in which children originating from either side of the frontier attend school together. These classes will take place at the existing schools, without any new school being created, through a simple redistribution of resources and an exchange of staff. The local communities and authorities will participate directly in this form of co-operation as a driving force, contributing additional assistance (for instance, funding for school transport or specific indemnities), and as a partner in the intercultural and bilingual approach to teaching programmes.

This type of agreement will therefore be concluded between school authorities and the competent local authorities on each side of a frontier.

### **Article 1**

The purpose of this agreement is to define the conditions for the operation of a school curriculum common to children and pupils from area X (on one side of the frontier) and from area Y (on the other side of the frontier).

(Optional stipulation: It shall come within the context of the co-operation agreement concluded between state X and state Y, for the purpose of promoting transfrontier school exchanges as an extension to the co-operation agreement between local communities A and B.)

The objective is to enable the children concerned to become highly proficient in the language and culture of each country concerned, and to acquire academic knowledge specific to each country's education system, so as to be able to study in each of these education systems without any major difficulty.

To this end, children from the two frontier areas participating in the curriculum shall attend school together and receive the same education, provided partly on one side of the frontier and partly on the other side by teachers from the two school authorities concerned.

The school authorities and the local communities shall undertake to facilitate the development of this curriculum, according to their powers and resources.

### **Article 2**

Children following the transfrontier curriculum shall, from an administrative point of view, be enrolled as pupils of each country's respective school systems and shall be authorised to receive only part of the teaching provided in each country.

### **Article 3**

A committee composed of representatives of the school authorities of the two states and of the local communities concerned, as well as representatives of pupils' parents and, possibly, qualified individuals, shall manage the curriculum.

Such management shall cover:

- the selection of children authorised to follow the curriculum,
- the stages of development of the curriculum,

- approval of teachers and outside contributors involved in the curriculum,
- definition of the content of the teaching and the other school activities,
- appointment of the persons administratively and educationally responsible for the curriculum,
- co-ordination and harmonisation of the different outside contributors,
- the practical organisation of the curriculum,
- monitorial and assessment,
- arbitration in the event of a dispute.

The committee's duties shall include selecting, in accordance with the undertakings given in the context of Articles 4 and 5, the school activities for which each authority is to be responsible as well as the premises to be used.

The exact composition of the committee is specified in the appendix hereto. To enable the committee to monitor the above-mentioned aspects, it may set up sub-committees and working groups. It shall adopt rules of procedure defining the conditions of its functioning.

The committee shall take decisions by a 2/3 majority of its members. However, decisions involving the provision of resources additional to those specified in the appendices mentioned in Articles 4 and 5, shall be subject to the agreement of the authority or community required to provide the resources.

The committee's decisions shall be implemented by a teacher and an administrator in charge, as well as by their deputies, who shall ensure that the curriculum is correctly managed. Their appointments shall be subject to the approval of the school authorities of the two states. They shall jointly draw up an annual progress report.

#### **Article 4**

In accordance with the content of the curriculum as defined by the committee provided for in Article 3, each school authority shall be responsible for part of the teaching by implementing its own school curricula and teaching methods and, for that purpose, making teachers, teaching materials and premises available for the transfrontier curriculum.

In the context of this curriculum, teachers from one country may be seconded to the school administration of the other country. In that case, they shall be placed under the authority of the host administration. The secondment agreement shall specify the conditions of defrayal of the related costs.

Each of the school authorities of the two states shall make an equivalent contribution to the development of the curriculum, whatever the number of children from each state.

An appendix hereto shows the scope of the commitments in terms of staff, equipment and premises for each school authority.

Remark: This appendix may provide for the staggered provision of resources, according to the development of the curriculum.



**Article 5**

The local communities who have signed this agreement undertake to provide material, financial, and, if appropriate, human support for the implementation of the transfrontier curriculum.

An appendix specifies the contributions of each authority.

Remark: This assistance may relate to premises, teaching materials, school transport, accommodation for teachers, financing, secondment of staff, etc.

**Article 6**

The teachers of the school authorities of the two states and the outside contributors provided by the local authorities concerned shall form a single teaching team, which shall ensure that its contributions are co-ordinated and complementary under the guidance of the representatives appointed by the committee, as specified in Article 3.

**Article 7**

The curriculum shall be designed so as to guarantee purity between the languages, cultures and educational traditions of the two countries.

School activities and the subjects taught shall be allocated between the two languages. All the pupils following the curriculum shall receive the same tuition, except in the case of specified coaching needed by certain pupils and as well as elective subjects.

The first stages of development are described in the appendices and shall subsequently be specified by the committee provided for in Article 3.

Remark: Children will as a rule join the curriculum at the pre-primary school stage. The first classes to be set up will therefore be nursery classes, with new classes being provided as the children progress to higher levels of the school system. However, depending on local circumstances and, in particular, the presence of older bilingual children, the curriculum could begin at a higher level).

**Article 8**

Additional para-school and out-of-school activities shall be organised with the assistance of the school authorities, local communities and pupils' parents in order to improve access to the language and culture of the two countries concerned for the pupils following the curriculum and strengthen relations between the children.

**Article 9**

The school authorities shall, at all levels of teaching, help pupils who have followed the transfrontier curriculum to reform the usual school curriculum of either country if their parents so wish or if they leave the frontier region.

On completion of the pupils' secondary education, the school authorities and the persons in charge of the curriculum shall endeavour to help the pupils prepare for each country's school-leaving examination.

**Article 10**

In the event of damage being sustained by pupils or teachers during activities relating to the transfrontier curriculum, the school responsible for the activity during which the damage arose shall compensate the victim while taking action against any liable third party, if appropriate.

**Article 11**

The appendices hereto specifying the composition of the committee provided for in Article 3, the stages of development of the curriculum and the contributions of the authorities of the signatory communities shall be reviewed annually, no later than three months before the beginning of each school year, in order to take account of the progress of the project.

**Article 12**

This agreement has been concluded for a six-year period and is renewable tacitly for further three-year periods. It may be terminated by any of the parties subject to one year's prior notice.

**2.15 Model agreement on transfrontier or interterritorial co-operation concerning land use along transfrontier rivers**

(See para. 1.13)

**2.16 Model agreement on transfrontier co-operation establishing the statutes of a transfrontier co-operation grouping having legal personality**

The Parties to this agreement on transfrontier co-operation

Having regard to the European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities, opened for signature in Madrid on 21 May 1980<sup>1</sup>, and its Additional Protocol, opened for signature in Strasbourg on 9 November 1995<sup>2</sup>;

[Where appropriate:

Having regard to the interstate agreement on groupings for transfrontier co-operation, signed in ..... on ....<sup>3</sup>;

Whereas .....

Being resolved to .....

Have agreed to that end to establish a Grouping for transfrontier co-operation and to draw up its Statutes as follows.

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<sup>1</sup> Official Journal of

<sup>2</sup> Official Journal of

<sup>3</sup> Official Journal of



## SECTION I – CONSTITUTION, OBJECTIVE, DURATION, TERRITORIAL SCOPE, MEMBERS OF THE GROUPING

### Article 1 – Constitution

- 1 A Grouping for transfrontier co-operation shall be set up between the following partners, signatories to this agreement, and any other persons to which their rights are subsequently assigned or which are admitted as new members:

(Indicate below the legal persons participating in the Grouping:

- legal persons in State A:

- \* territorial communities*
- \* public law groupings or associations (as appropriate)*
- \* other local public bodies (as appropriate)*
- \* other public law legal persons (as appropriate)*
- \* private law legal persons (as appropriate)*

- legal persons in State B:

- \* territorial communities*
- \* public law groupings or associations (as appropriate)*
- \* other local public bodies (as appropriate)*
- \* other public law legal persons (as appropriate)*
- \* private law legal persons (as appropriate)*

- .....

- (Also indicate, where the need arises, natural persons allowed to participate in the Grouping by virtue of the public duties assigned to them:

- natural persons having the nationality of State A: .....
- natural persons having the nationality of State B: .....
- ....)

- 2 The Grouping for Transfrontier Co-operation established under this agreement shall be known as (*name*).

### Article 2 – Definitions

For the purposes of these Statutes, the following definitions shall apply:

- a Grouping: the Grouping for Transfrontier Co-operation established by this agreement;
- b Territorial communities or authorities: the public institutions referred to in Article 1 of the interstate agreement of ..... on groupings for transfrontier co-operation, when these institutions are members of the Grouping established by this agreement;
- c Legal persons: the public institutions referred to above, as well as legal persons governed by private law which are members of the Grouping;
- d Representatives natural persons appointed by members of the Grouping to represent them at the General Assembly.

**Article 3 – Headquarters and territorial coverage**

- 1 The Grouping's headquarters shall be at ..... (*address*). It may be moved, by decision of the Board, to another location on the territory of the same country, but may not be located elsewhere than on the territory of one of the territorial communities or authorities belonging to the Grouping.
- 2 The Grouping may establish one or more business offices at locations other than that of its headquarters.
- 3 The Grouping shall cover the following territory:

(*indicate territories or parts of territories covered*).

**Article 4 – legal form and applicable law**

- 1 (Unless provided otherwise in the interstate agreement of ..... on groupings for transfrontier co-operation), the Grouping shall be a public/private law (*delete as appropriate*) body, governed by the laws of ..... (*insert country*) and specifically the act of ..... on ..... (*insert relevant legislation*)<sup>1</sup>.
- 2 The Grouping shall take the form of a(n) ..... (*indicate the legal category to which the Grouping is to belong: consortium, intermunicipal association, Zweckverband, private law association, commercial company, etc.*).

**Article 5 – Personality and legal capacity**

- 1 The Grouping shall be a legal person governed by public/private law (*delete as appropriate*) enjoying legal capacity to the extent required for the performance of its tasks and the achievement of its aim, as defined in Article 6.
- 2 It shall acquire this legal personality on the date on which these Statutes come into force.

**Article 6 – Aim, tasks [competencies and powers]**

- 1 The aim of the Grouping shall be to promote, assist and co-ordinate transfrontier co-operation between its members on the territory defined in Article 3, para. 3, in the following matters: (*list*).

(Where appropriate:

This aim shall entail the following tasks, among others:

- carrying out projects of common interest (*to be specified*);
- managing public facilities or services of common interest (*to be specified*);
- providing financial aid for third parties;
- advising members, public institutions, firms and individuals on their transfrontier activities.
- ....)

(Where appropriate:

- 2 For the purpose of achieving its aim, the Grouping may be given specific tasks to perform in the name of, on behalf of and on the instructions of one of the territorial communities or authorities which belong to it. In such cases, the delegation of tasks to the Grouping shall also be governed by the terms and procedures laid down in the domestic law of the state to which this community or authority is subject to.

- 3 The Grouping shall not share in profits.

*If it is a public grouping:*

- 4 The Grouping may conclude public procurement contracts for the purpose of achieving its aim. Territorial communities or authorities directly or indirectly involved in funding these operations shall indicate, in a specific transfrontier co-operation agreement providing for their participation, the obligations to which they are subject under the domestic law of their own countries in respect of procedures for advertising, calls for tender and the choice of firms. Without prejudice to the laws applying to such public contracts, they shall take measures permitting each of them to comply with these obligations.
- 5 The Grouping shall have no power to enact regulations or take decisions which may affect the rights and freedoms of individuals, or to raise taxes/decide to impose levies of a fiscal nature.

#### **Article 7 – Duration**

- 1 The Grouping shall be established for a period of ..... *(to be specified)* from the date on which these Statutes come into force.
- 2 This period may be extended, as provided for in Article 39 below.

#### **Article 8 – Rights and obligations of members**

- 1 The statutory rights of members of the Grouping shall be determined by their contributions to the costs and expenses occasioned by its work, as follows:
  - The number of representatives which each legal person has in the General Assembly shall be proportional to its statutory rights (other methods of distribution possible);
  - In their dealings with one another, the extent to which members are bound by the commitments of the Grouping shall also be proportional as above;
  - In their dealings with third parties, members shall not be jointly and severally liable. They shall be bound by the commitments of the Grouping in proportion to their statutory rights.
- 2 Territorial communities or authorities belonging to the Grouping shall be entitled to use its facilities, services and programmes. They must take the action needed to implement its decisions, within the limits of the powers conferred on them by the domestic law of their own countries.

#### **Article 9 – New members**

- 1 The Grouping may admit new members. Applications for membership shall be made in writing and submitted to the General Assembly.
- 2 New members shall sign the present transfrontier co-operation agreement on joining. An addendum approved by the General Assembly shall set out the terms and effects of the new member's accession.

#### **Article 10 – Withdrawals**

- 1 Any member may withdraw from the Grouping, during the term of this agreement, at the end of a financial year, provided it has discharged its obligations fully and given notice of its intention ..... months *(specify)* prior to the end of that financial year.

- 2 An addendum to this transfrontier co-operation agreement shall specify the practical, and particularly financial, aspects of withdrawal, in respect of the level of the withdrawing member's contribution and the Grouping's operating costs. In particular, it shall provide for compensation for the Grouping for facilities it has established for the member concerned.

#### **Article 11 – Expulsions**

- 1 The General Assembly may, on a reasoned proposal given by the Board, expel any member which seriously fails to discharge its obligations and is still in breach of them after a period of ..... months (*specify*) from the Board's serving a warning on it by registered letter. A representative of the member concerned shall be heard beforehand.
- 2 The provisions of Article 10, paragraph 2, shall apply to the member expelled. This member shall also compensate the Grouping for damage sustained as a result of its failure to comply with its obligations; this compensation shall be deducted from any refund to which it may be entitled.

### **SECTION II – RESOURCES OF THE GROUPING**

#### **Article 12 – Members' contributions to the financing of the Grouping**

- 1 The contributions referred to in Article 8 shall be specified in a protocol appended to these Statutes. They shall take the form of annual financial contributions by Grouping members and possibly:
  - provision of premises;
  - provision of facilities and equipment;
  - provision or secondment of staff of territorial communities or authorities;
  - other forms of contribution to the Grouping's work.
- 2 The annual financial contributions shall be compulsory for territorial communities or authorities. Their amount shall be determined, on the Board's proposal, when the budget is voted by the General Assembly.
- 3 The value of the other forms of contribution shall be estimated by common agreement between the Grouping's members.

#### **Article 13 – Other funding**

- 1 The Grouping may also be funded by income from the services it provides, but not by any levies of a fiscal nature.

*If the law of the state in which the Grouping has its headquarters permits:*

- 2 The Grouping may contract loans. Every loan and its repayment terms shall be the subject of a transfrontier co-operation agreement between all the Grouping's members.
- 3 The Grouping's income shall also comprise:
  - subsidies made to it at its request;
  - gifts and legacies from natural or legal persons;
  - interest and other returns on its assets.

#### **Article 14 – Facilities and equipment**

- 1 Facilities and equipment provided by members of the Grouping shall remain their property. They shall recover them when the Grouping is wound up.

- 2 Items purchased by the Grouping shall belong to it. They shall be devolved in accordance with Article 40 below, if the Grouping is wound up.

#### **Article 15 – Staff of the Grouping**

The staff of the Grouping shall comprise:

- staff made available by territorial communities or authorities belonging to the Grouping;
- staff seconded from these territorial communities or authorities and paid from the Grouping's budget;
- contract staff directly recruited by the Grouping and paid from its budget.

#### **Article 16 – Provision or secondment of staff**

- 1 Staff made available to the Grouping shall retain their original terms and conditions of employment. Their original employer shall remain responsible for paying their salaries, related benefits and occupational insurance contributions, and shall be responsible for their career advancement.
- 2 Staff made available or seconded to the Grouping shall be operationally answerable to its Director/Secretary General, if there is one, and otherwise to its Chairman.
- 3 These staff shall be returned to the territorial community or authority from which they came in the following cases (to be specified):
  - .....
  - .....

#### **Article 17 – Staff directly recruited by the Grouping**

- 1 Such recruitments shall be secondary to the provision or secondment of staff. The terms on which such staff are recruited and employed shall be determined by the Board.
- 2 Staff directly recruited by the Grouping shall be subject to the law of the state in which it has its headquarters, particularly in respect of labour laws and regulations on salaries and pensions.

### **SECTION III – ORGANISATION AND MANAGEMENT OF THE GROUPING**

#### **Chapter 1 – The General Assembly**

#### **Article 18 – Composition of the General Assembly**

- 1 The General Assembly shall comprise representatives of all the Grouping's members. Each representative must hold a valid mandate.
- 2 The appointment and mandates of members' representatives to the General Assembly shall be governed by the law of the state to which the legal person concerned belongs.
- 3 The number of representatives of each legal person belonging to the Grouping shall be proportional to its statutory rights, as laid down in Article 8 above. However, each member shall have at least one representative in the General Assembly.

**Article 19 – Duties of the General Assembly**

The general Assembly shall be the Grouping's principal statutory board. It shall be responsible for:

- electing and dismissing the Grouping's Chairman;
- electing and dismissing the members of the Board, collectively or individually;
- examining the Board's management reports and discharging its members in respect of their mandates;
- setting up working parties when necessary and electing their chairmen among its own members;
- determining the annual financial contributions of Grouping members;
- adopting the annual programme of activities and the corresponding budget;
- appointing and dismissing the independent auditors responsible for examining the Grouping's accounts;
- approving the annual accounts for the past budget year, comprising the balance sheet and the profit and loss account;
- deciding on the admission of new members and on the terms of their admission;
- deciding to expel members of the Grouping;
- approving the procedures for expulsion or withdrawal of a Grouping member;
- deciding to wind up the Grouping early;
- approving the rules of procedure;
- deciding on any amendments to these Statutes.
- other responsibilities (to be specified).

**Article 20 – Functioning of the General Assembly**

- 1 The General Assembly shall be convened at least once a year by the Grouping's Chairman or, if he is prevented from doing so, by the Vice-Chairman. It shall meet in extraordinary session at the request of ..... (*majority to be specified*) of the Grouping members' representatives, with an agenda which they shall determine.
- 2 Convening notices shall be sent to each member of the Grouping by registered letter at least two weeks before the date set for the meeting. This notice must be accompanied by the agenda for the meeting and all the documents which members require to take informed decisions.
- 3 Meetings of the General Assembly shall be public, except in special cases provided for in the rules of procedure.

**Article 21 – Voting in the General Assembly**

- 1 Each representative in the General Assembly shall have one vote without prejudice to paragraph 2 below.
- 2 Voting by proxy shall be permitted. No representative may hold more than one proxy.
- 3 If, at the time of voting, a majority of ..... (*to be specified*) is not present, the vote shall be deferred. The General Assembly shall be reconvened within ..... days (*to be specified*) with the same agenda; a final decision shall then be taken, regardless of the number of representatives present.
- 4 Unless otherwise provided in these Statutes, decisions of the General Assembly shall be taken by an absolute majority of the votes.

**Article 22 – Minutes of the proceedings and discussions of the General Assembly**

- 1 The proceedings and discussions shall be recorded in minutes sent to every member of the Grouping and to the authorities responsible for supervising it. The minutes shall be drawn up in the language or languages which the law of each of the states concerned prescribes for use in the proceedings and deliberations of territorial communities or authorities.
- 2 Copies of or excerpts from these minutes for production in court or elsewhere shall be signed either by the Grouping Chairman or by a person specially appointed to do so by the Board.

**Article 23 – Information for Grouping members**

- 1 The General Assembly shall regularly (period to be specified) send the legal persons belonging to the Grouping full reports on its activities.
- 2 Representatives of members of the Grouping shall be required to report regularly, verbally or in writing, on the General Assembly's activities to the statutory bodies of the legal person which has appointed them; they must also report to them on the manner in which they have exercised their mandates in the General Assembly.

**Chapter II – The Board****Article 24 – Composition of the Board**

- 1 The Board shall comprise ... members (*specify*), elected or appointed by the General Assembly as follows:

(*indicate procedure*)

- 2 Candidates shall be put forward by the legal persons belonging to the Grouping. They need not be members of the General Assembly. The latter shall determine the duration of their term of office, which may not be longer than .... years (*insert*).
- 3 The Chairman of the Grouping, the Vice-Chairman and the chairmen of working parties set up by the General Assembly under Article 30 below shall be members of the Board *ex officio*.
- 4 Members of the Board shall not be remunerated. However, the Board may pay travel allowances to members to cover official journeys and a representation allowance to the Chairman of the Grouping.
- 5 If a seat on the Board becomes vacant for any reason, the Board shall appoint a temporary administrator. He shall serve until a new Board member is elected, in accordance with paragraph 2 below, which shall be not later than ..... months (*to be specified*) after the vacancy occurs.
- 6 Members of the Board are subject to prohibitions, established, for the category of bodies to which the grouping belongs, by the domestic law of the State in which its headquarters is located.

**Article 25 – Powers of the Board**

- 1 The Board shall have the widest powers to take all decisions or measures necessary or helpful to realisation of the Grouping's aims.
- 2 Amongst other tasks, it shall:



- prepare and implement the General Assembly's decisions and report to it on its management at least once a year;
  - examine all questions arising from the routine work of the Grouping;
  - determine the membership of the working parties set up by the General Assembly;
  - draw up the annual programme of activities and corresponding draft budget;
  - determine the recruitment and employment conditions of staff directly recruited by the Grouping;
  - determine the obligations of staff seconded or made available to the Grouping;
  - appoint and dismiss staff directly recruited by the Grouping;
  - if appropriate, appoint and dismiss a director/secretary general and determine his powers;
  - draw up rules of procedure and submit them to the General Assembly for approval;
  - exercise all powers which are not expressly vested in other statutory bodies of the Grouping.
- 3 The Board and each of its members shall supply any information asked for by one or more representatives in the General Assembly verbally or in writing, within a period of ... weeks (*specify*).

#### **Article 26 – Functioning of the Board**

- 1 The Board shall meet at least twice a year and as often as the interest of the Grouping requires. It shall be convened by the Chairman or, in his absence, the Vice-Chairman. An extraordinary meeting shall be convened at the request of several members, representing at least one-third of the statutory rights specified in Article 8 above. The notice of meeting shall indicate the agenda for the meeting.
- 2 The meetings of the Board shall not be public.
- 3 The Board's decisions shall be taken by an absolute majority of the votes cast. No account shall be taken of abstentions in calculating this majority. If, at the time of voting, a majority of the members is not present, the vote shall be deferred. The Board shall be reconvened within two weeks with the same agenda; it shall then take a final decision, regardless of the number of representatives present.
- 4 Article 24 above shall apply to the proceedings and deliberations of the Board.

#### **Article 27 – Information for Grouping members**

The Board shall supply information requested by any member of the Grouping, verbally or in writing, and within a period of ... weeks (*specify*).

### **Chapter III – Chairman and Director/Secretary General of the Grouping**

#### **Article 28 – Chairman and Vice-Chairman of the Grouping**

- 1 The General Assembly shall elect a Chairman and a Vice-Chairman from among its members, for a renewable term of ... years (*insert*). The Vice-Chairman shall be a member of a territorial community or authority in a state other than that of which the Chairman is a national.
- 2 The Chairman or, in his absence, the Vice-Chairman shall convene and chair meetings of the General Assembly and the Board; he shall represent the Grouping in matters judicial and extrajudicial.

**Article 29 – Director/Secretary General of the Grouping**

- 1 The Board may appoint a Director/Secretary General of the Grouping for a term of ... years (*specify*), on the Chairman's proposal.
- 2 The Director/Secretary General shall be the Board's executive officer; he shall be responsible for day-to-day management of the Grouping, under the authority of the Board and the Chairman and on conditions which they shall determine. He shall prepare the Board's decisions and implement them.
- 3 He shall have authority over all the Grouping's staff.
- 4 In dealings with third parties, the Director/Secretary General shall commit the Grouping in respect of all measures consistent with its aims.

**Chapter IV – Working parties****Article 30 – Working parties**

- 1 The General Assembly may set up working parties, whose terms of reference and operating methods it shall determine. It shall elect the chairmen of these working parties from among its members for a renewable term of .... years (*specify*).
- 2 The Board shall determine the membership of working parties, on their chairmen's proposal.

**Chapter V – Administrative supervision****Article 31 – Applicable law**

The acts and deliberations of the Grouping shall be subject to the supervision provided for in the domestic law of the state in which the Grouping has its headquarters. In accordance with this law, the authority responsible for supervision shall be ... (*specify*). This authority shall also ensure that the interests of territorial communities or authorities belonging to other states are protected.

*If appropriate:*

**Article 32 – Objections by other States to participation in the Grouping**

The competent authorities in other States shall be entitled to notify the Grouping that they object to the territorial communities or authorities which come under their authority continuing to be members of the Grouping. Such notification, duly substantiated, shall be deemed grounds for withdrawal, in which case Article 10 above shall apply.

**Article 33 – Information for competent authorities in other countries**

- 1 The Grouping must comply with requests for information from the competent authorities in states other than that in which its headquarters is located, whenever territorial communities or authorities belonging to it are answerable to those authorities.
- 2 The authority responsible for supervising the Grouping shall inform the competent authorities in these states of the measures it intends to take and of its supervision findings, to the extent that this information may affect transfrontier co-operation engaged in by territorial communities or authorities belonging to the Grouping.

## SECTION IV – FINANCIAL PROVISIONS

### Article 34 – Management of the budget

- 1 The Grouping shall prepare an annual draft budget. The General Assembly shall approve this budget every year, not later than 1 July preceding the year to which it applies.
- 2 The budget year shall coincide with the calendar year. Exceptionally, the first year shall begin on the date on which these Statutes come into force and end on 31 December of the same year.
- 3 If there is a deficit at the end of the year, each member shall be required, within a period of ... months (*specify*) of approval of the accounts, to pay into the Grouping's funds a sum equal to its share. Exceptionally, if an income surplus is recorded, this shall be carried forward to the following year. If such surpluses recur, financial contributions in subsequent years shall be reduced accordingly.

### Article 35 – Book-keeping

The Grouping's accounts shall be kept and managed in accordance with the public/private law (*delete as appropriate*) of the State in which its headquarters is located.

### Article 36 – Financial supervision

Every year, the General Assembly shall formally approve a balance sheet and profit and loss account which have been certified correct by independent auditors not later than 1 July of the year following the year to which they apply.

The independent auditors shall be appointed for a period of ... years (*specify*) by the General Assembly, which shall determine their fees.

The documents enclosed with notices convening meetings of the General Assembly shall include the reports of the Board and the independent auditors, as well as the balance sheet and profit and loss account.

### Article 37 – Recovery of incorrect payments

The authority responsible for supervising the Grouping shall have access to all vouchers relating to expenditure made out of public subsidies.

In cases where these funds have been used in a manner inconsistent with their intended purpose, the Grouping shall make every effort to recover them from the final beneficiaries and refund them.

### Article 38 – Taxation

The Grouping and its contract staff shall be subject to the tax laws of the State in which the Grouping has its headquarters.

## SECTION V – EXTENSION, WINDING UP, LIQUIDATION

### Article 39 – Winding up, extension

- 1 The Grouping shall be wound up *ipso facto* either when the period for which it was established has expired or upon termination of the activity which it aimed to achieve. It may also be wound up ahead of time by the General Assembly.

- 2 The Grouping's duration may be extended on one or more occasions for a period not exceeding that for which it was originally set up.
- 3 Decisions to extend the Grouping's duration or wind it up early shall be taken by a majority of ..... *(to be specified)*.

#### **Article 40 – Liquidation**

- 1 Winding up of the Grouping shall entail its liquidation. It shall retain legal personality for purposes of the liquidation, until such time as this is completed.
- 2 The General Assembly shall determine the practical details of liquidation and appoint one or more liquidators. The Board's functions shall cease, once these appointments have been made.
- 3 A supplementary agreement between the members of the Grouping shall determine the rights and obligations of each after the Grouping has been wound up, having regard to loans and guarantees which shall be honoured through to term. When the last contract expires, the liquidators shall divide surplus assets or, if the assets are insufficient, outstanding liabilities between the Grouping members in proportion to their previous holdings.

### **SECTION VI – MISCELLANEOUS PROVISIONS**

#### **Article 41 – Signature of texts**

All instruments which commit the Grouping vis-à-vis third parties shall be signed by the Chairman or in his absence by the Vice-Chairman and by a Board member from a state other than that of which the Chairman is a national, unless the Board has expressly given the Chairman, the Vice-Chairman, an individual Board member or the Director/Secretary General authority to sign.

#### **Article 42 – Liability of statutory bodies and officers**

In accordance with the law of the state in which the Grouping's headquarters is located, the Chairman, Vice-Chairman, Board members and Director/Secretary General shall be jointly or severally liable, as appropriate, to the Grouping or third parties in respect of any violations of these Statutes or of faults committed in management of the Grouping.

#### **Article 43 – Disputes**

Any dispute arising between the Grouping and one or more of its members concerning its functioning shall be judged by the court which has jurisdiction in the law of the state where the defendant is based.

#### **Article 44 – Rules of procedures**

The rights and obligations of grouping members together with the operating means of the Grouping's bodies shall be set out in rules of procedure drawn up by the Board and approved by the General Assembly.

#### **Article 45 – Language(s)**

These Statutes and the rules of procedure shall be drawn up in the language or languages which the domestic law of each Contracting Party prescribes for use in the acts and deliberations of territorial communities or authorities.

### **Article 46 - Amendments to the Statutes**

- 1 The Board and the territorial communities or authorities belonging to the Grouping may submit proposals for amendment of these Statutes to the General Assembly.
- 2 Amendments to these Statutes shall require a ..... (*to be specified*) majority of the statutory membership of the General Assembly.

### **Article 47 – Entry into force**

The competent authorities in the states to which the territorial communities or authorities belong shall notify one another when the supervision procedures required in their domestic law for implementation of this transfrontier co-operation agreement have been completed. The agreement shall take effect on the first day of the month following the date of the last notification.

### **Final Article**

The parties shall undertake to inform the Secretary General of the Council of Europe of the conclusion of this transfrontier co-operation agreement and to send the text to him. Similarly, the parties shall notify the Secretary General if the Grouping's duration is extended or the Grouping is wound up.

## **SECTION VII – TRANSITIONAL PROVISIONS**

### **I Appointment of the first Board members**

The representatives of the Grouping's members, meeting in the General Assembly, shall appoint the following as members of the Board for a term of ... years (*specify*):

- a representing .....:
  - Mr or Mrs ..... (*surname, forename, address*)
  - Mr or Mrs ..... (*surname, forename, address*)
- b representing .....:
  - Mr or Mrs ..... (*surname, forename, address*)
  - Mr or Mrs ..... (*surname, forename, address*)

### **II Appointment of the Chairman**

The General Assembly thus constituted shall appoint as Grouping Chairman Mr or Mrs ..... (*surname, forename, address*).

### **III Possibly: appointment of the Director/Secretary General**

Day-to-day management shall be entrusted for a period of ... years (*specify*) to Mr or Mrs ..... (*surname, forename, address*).

### **IV Financial contribution for each member**

The financial contribution payable by each Grouping member shall be set for the first year as the following proportions of the budget:

- member 1: x% of the budget;
- member 2: y% of the budget;
- member 3: z% of the budget;
- ...

Done at ..... this ..... day of ..... in ..... originals in the ..... language(s).

**Appendix – Explanatory Note concerning the model interstate agreement and the model statutes on transfrontier co-operation groupings having legal personality**

(See para. 1.14).