



European Outline Convention on Transfrontier Co-operation between Territorial Communities or Authorities

Madrid, 21.V.1980

Outline Agreements, Statutes and Contracts on Transfrontier Co-operation between Territorial Communities or Authorities ^(*)

Status as of 1 September 1999.

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 (*available in the separate document "Model inter-state agreements on Transfrontier Co-operation between Territorial Communities or Authorities"*)
- outline agreements, contracts and statutes capable of providing a basis for transfrontier co-operation between territorial authorities or communities.

2. Outline agreements, statutes and contracts between local authorities

- 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)
- 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 and Appendix

(*) 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.

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 ⁽¹⁾, 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.

(1) 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], ⁽¹⁾

- 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 inon
- 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.

(1) whose Articles of Association are appended hereto.

- 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.

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 ⁽¹⁾.

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.

(1) This last clause applies only to rural parks in which such economic and socio-cultural activities are organised.

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 ⁽¹⁾

(*) 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;

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 ⁽²⁾ occurring in any of their territories.

(*) Delete when necessary.

(1) 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.

(2) E.g.: earthquakes volcanic eruptions, floods, fires, etc.

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.
- 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 ⁽¹⁾ 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.

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.

(1) 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.

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.

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

For the local authority

(region) of

(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 cooperation 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 ⁽¹⁾, and its Additional Protocol, opened for signature in Strasbourg on 9 November 1995 ⁽²⁾;

[Where appropriate:

Having regard to the interstate agreement on groupings for transfrontier co-operation, signed in on ⁽³⁾;

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.

(1) Official Journal of

(2) Official Journal of

(3) 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*)⁽¹⁾.
- 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:

(1) Official Journal of

- 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*):
 -

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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 in the document *Model inter-state agreements on Transfrontier Co-operation between Territorial Communities or Authorities*).