

European Cooperating State Agreement

between

the European Space Agency

and

the Government of the Czech Republic

The European Space Agency (hereinafter referred to as "the Agency") established by the Convention of the European Space Agency opened for signature in Paris on 30 May 1975 (hereinafter referred to as "the Convention"),

and

the Czech Republic,

(hereinafter referred to as the "Parties"),

CONVINCED of the benefits of sustaining and enhancing the level of international cooperation in space activities for exclusively peaceful purposes,

HAVING REGARD to the results of the cooperation achieved under the Agreement between the Agency and the Government of the Czech Republic concerning Cooperation in the Exploration and Use of Outer Space for Peaceful Purposes signed on 7 November 1996 and entered into force on 5 November 1998 and the Agreement concerning the participation of the Czech Republic in the Agency's Scientific Experiment Development Programme (PRODEX) signed and entered into force on 13 June 2000,

HAVING REGARD to the Resolution on the implementation of measures concerning the European Cooperating States adopted by the Agency Council on 21 March 2001 (ESA/C/CL/Res. 2 (Final)), by which the Agency introduced a new cooperative approach designed for European non-Member States with a view to their possible accession to the ESA Convention,

CONSIDERING the wish expressed by the Czech Republic to pursue and strengthen its cooperation with the Agency within this new cooperative approach,

HAVING REGARD to Articles II and XIV.1 of the Convention,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

- 1.1 Through the present Agreement the Parties agree to cooperate in space activities, in accordance with the terms herein. For the purpose of such cooperation, the Czech Republic shall, through the conclusion of the present Agreement become a European Cooperating State (hereinafter referred to as "ECS"). The Czech Republic hereby acknowledges that the Agency establishes cooperation agreements with other non-Member States similar to the present Agreement, thus also qualifying such other States as ECSs.
- 1.2 The Czech Republic agrees that, at all levels of its cooperation with the Agency as an ECS, it will act in conformity with the purposes for which the Agency was created as defined in the Convention referred to in the preamble, in particular the exploration and utilisation of space for exclusively peaceful purposes.

ARTICLE 2

- 2.1 The Czech Republic shall be associated with implementation of the Agency's programmes and activities, with the exception of the Agency's basic Technology Research Programme (TRP), through its financial contribution to the realisation of the Plan for European Cooperating States (hereinafter referred to as "PECS"), the content of which shall be mutually agreed by the Parties, subject to the other provisions of the Agreement.
- 2.2 The Czech Republic shall also receive Announcements of Opportunity for Agency scientific missions allowing it to propose the procurement of instruments to be integrated in these Agency missions at Principal Investigator or Co-Investigator level.

ARTICLE 3

- 3.1 Subject to the terms of Article 7 and the prior requirements and obligations of the Agency, the Czech Republic shall have access on a cost-reimbursable basis to the Agency's facilities and services for its national space projects covered by the present Agreement. The methods used in calculating costs shall be those applied to the Agency's Member States when utilising Agency facilities and services for their own national space projects. In return, the Czech Republic shall make its facilities and services available to the Agency and its Member States on equitable terms.
- 3.2 In developing its national space potential and in planning national space missions, the Czech Republic shall make primary reference to the use of European space transportation systems, and of facilities, products and services belonging to, or developed or operated under the auspices of, the Agency or its Member States. The Czech Republic shall, further, support the Agency's efforts to promote the use of European transportation systems, facilities, products and services by those international bodies to which it belongs that employ systems or services with a space-based component.

ARTICLE 4

- 4.1 For the purposes of this Agreement "Intellectual Property" has the meaning stated in Article 2 of the Convention establishing the World Intellectual Property Organisation, done in Stockholm, 14 July 1967.
- 4.2 The Parties shall ensure adequate and effective protection of Intellectual Property as may arise from the work done under this cooperation Agreement and of any pre-existing rights that may come into play in the course of such cooperation.

- 4.3 The specific provisions concerning the rights of access, dissemination and use of technical information and data as well as intellectual property developed under the present Agreement, shall follow the Agency's rules and procedures.
- 4.4 The Parties shall strive, within the framework of the legislation or regulations applicable to each of them, to facilitate exchanges of scientific and technical information, data and goods, of mutual interest concerning space science, technology and applications necessary for the implementation of the present Agreement.

ARTICLE 5

- 5.1 The Parties shall exchange information concerning:
- (a) the content and planning of their current and future space programmes;
 - (b) matters of scientific and technical interest arising out of their space activities. In particular, the Czech Republic shall receive reports published and made available by the Agency, as well as information relating to the progress of Agency programmes.
- 5.2 Provision of any Agency information shall in all cases be subject to the Czech Republic observance of any proprietary rights in the information, while the Czech Republic further undertakes not to disseminate Agency information that is classified or is not otherwise generally available beyond the territories of the Czech Republic and the Agency's Member States, whether directly or through intermediaries operating within or outside those territories.
- 5.3 The Czech Republic shall not be required by the Agency to communicate any information obtained outside the Agency if it considers that such communication would be inconsistent with the interests of its own agreements with third parties, or the conditions under which such information was obtained.
- 5.4 The Parties shall as appropriate, exchange experts concerned with work within the competence of the Agency, consistent with the laws and regulations relating to the entry into, stay in or departure of persons from the Czech Republic.
- 5.5 The Czech Republic shall have access to the Agency's young graduate and fellowship programmes, subject to conditions to be mutually agreed.
- 5.6 The Parties shall also consult together when they are represented at international organisations, conferences and meetings relating to space activities, for the purpose of exchanging views on matters of mutual concern

and shall seek to harmonise as appropriate their positions on matters which are likely to have a bearing on implementation of their common space programmes and activities.

ARTICLE 6

- 6.1 The Czech Republic acknowledges and accepts that for matters relevant to implementation of this Agreement and the coordination with other ECSs referred to in Article 1, a dedicated committee referred to as the “PECS Committee” be established by the ECSs and shall be operated in accordance with the terms of the attached Appendices.
- 6.2 For matters relating to the PECS, the Czech Republic shall be entitled to attend meetings of the Agency's Council and/or its subsidiary bodies as an observer through one representative, who may be accompanied by advisers. The Czech Republic shall receive draft agendas and relevant documents available to Member States to enable it to participate in meetings of Council and/or its subsidiary bodies as an observer.

ARTICLE 7

The Czech Republic shall participate in and, in conformity with the Agency's financial regulations and instructions, contribute financially to the PECS, in particular through its subscription of the “PECS Charter”, in accordance with the terms of the attached Appendices.

ARTICLE 8

- 8.1 With respect to the geographical distribution of contracts relating to the PECS in which the Czech Republic participates, the Agency shall implement the applicable industrial policy rules referred to in Appendix I.
- 8.2 Special reviews shall be held between the Parties in order to discuss the convergence and complementarity of Czech industries with the space industries of the Agency's Member States.

ARTICLE 9

The Czech Republic shall grant the following privileges and immunities:

- 9.1 The Agency shall have, on the Czech territory, legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property, and to be a party to legal proceedings.

- 9.2 The Agency shall have immunity from jurisdiction and execution except:
- a) where the Agency shall have expressly waived such immunity in a particular case;
 - b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to, or operated on behalf of the Agency, or in respect of a motor traffic offence involving such a vehicle;
 - c) in respect of an enforcement of an arbitration award made under Article 12 below.
- 9.3 Within the scope of its official activities, the Agency, its property and income shall be exempted from direct taxes in the Czech Republic. The Agency shall also be exempted from indirect taxes when purchases or services strictly necessary for the exercise of the official activities of the Agency within the frame of this Agreement, are made or used, by the Agency.
- 9.4 Goods imported into the Czech Republic or exported by the Agency from the Czech Republic and strictly necessary for the exercise of its official activities shall be exempt from all import and export duties and taxes and from all import or export prohibitions and restrictions in the Czech Republic. Any such imported or exported goods may not be sold, lent or transferred with or without payment in the territory of the Czech Republic except according to conditions defined by the Czech Republic. The Parties shall define the procedures to be applied for the export or import of assets used in connection with their cooperation. The Agency shall cooperate with the relevant Czech authorities in order to ensure that the goods imported or exported by the Agency are being used for its official activities undertaken within the frame of the present Agreement.
- 9.5 The Agency may receive and hold in the Czech Republic any kind of funds, currency, cash or securities; it may dispose of them freely in the Czech Republic for any official purpose of the Agency and hold accounts in any currency.
- 9.6 Staff members of the Agency shall be exempted in the Czech Republic from taxes on their salaries, emoluments, benefits and pensions received in respect of current or previous service with the Agency; such exemption shall also extend to benefits paid to members of their families.
- 9.7 The circulation of publications and other information material sent by or to the Agency shall not be restricted by the Czech Republic in any way.

ARTICLE 10

The Ministry of Education, Youth and Sports of the Czech Republic shall be the authority responsible for the implementation of this Agreement. The Czech Republic shall notify the Agency's Director General of the names of its representative and advisers appointed to attend any meetings in accordance with Article 6 above.

ARTICLE 11

The Parties shall each be solely liable for the conduct of their own activities in the execution of this Agreement. In particular, they shall each have a right of recourse against the other in respect of damage of any kind to persons or property caused by the other and shall hold each other harmless against any claims made by a third party in respect of damage caused by their own activity.

ARTICLE 12

- 12.1 Any dispute arising out of the application or interpretation of this Agreement which cannot be settled amicably between the Parties shall, at the request of either party, be submitted to an arbitration tribunal.
- 12.2 The arbitration tribunal shall consist of three members, one arbitrator designated by the Agency, one designated by the Czech Republic and a third arbitrator, who shall be elected by the first two arbitrators and who shall be the Chairman. If, within a period of six months from the date of the request for arbitration, either party has not named its choice, the arbitrator shall, at the request of either party, be appointed by the President of the International Court of Justice. The same procedure shall apply if, within six months of the designation or appointment of the first two arbitrators, the third has not been elected.
- 12.3 The arbitration Tribunal shall establish its own procedure; its decision shall be final and binding.

ARTICLE 13

The Czech Republic accepts the terms and conditions of the attached appendices. Amendments to these appendices shall be made in accordance with the terms of Article 15.5.

ARTICLE 14

- 14.1 The present Agreement, after signature by the Parties and its approval in accordance with the legal order of the Czech Republic, shall enter into force on the date of the notification by the Czech Republic to the Agency of this approval . The Czech Republic shall enjoy the benefits of all the rights granted to it as an ECS in the present Agreement, on the date of its subscription of the PECS Charter referred to in Article 7. The subscription of this PECS Charter shall be made at the latest one year after the signature of the present Agreement unless the Parties have agreed another time limit. In the event the said subscription has not occurred within the above time limit, the present Agreement shall be automatically terminated.
- 14.2 Upon its entry into force, the present Agreement shall replace the cooperation agreement between the Agency and the Government of the Czech Republic referred to in the preamble, it being understood that its provisions shall nevertheless continue to apply to the extent necessary to secure the implementation of any contracts that have been concluded within the framework of that agreement and which are still effective on the date on which that agreement ceases to have effect.
- 14.3 The entry into force of the present Agreement will terminate the cooperation established between the Agency and the Government of the Czech Republic in the Prodex programme pursuant the terms of the corresponding Agreement referred to in the preamble. The Czech Republic thereby accepts to withdraw its participation in the Prodex programme upon the entry into force of the present Agreement, in accordance with the terms and conditions defined in the corresponding programme Declaration and Implementing rules.

ARTICLE 15

- 15.1 Unless previously terminated in accordance with the provisions of Article 14.1 and paragraph 3 below, this Agreement shall terminate 5 (five) years after the date of the subscription by the Czech Republic of the PECS Charter. One year before the expiry of this Agreement, the Parties shall review the results of its implementation on the basis of the outcome of the yearly reviews referred to in Article 8 and shall examine ways and means of continuing or further developing such cooperation. The Parties shall in particular examine the possibility of the Czech Republic being granted the status of Associate Member or Member State of the Agency.
- 15.2 The present Agreement may be extended and/or amended by mutual agreement in writing.
- 15.3 Either party may denounce the Agreement by giving written notice not less than one year before the intended date of termination which shall correspond to the end of the calendar year.

- 15.4 Termination of this Agreement shall not affect the validity of those rights and obligations of either Party which are meant to survive termination of the Agreement or its interpretation such as, but not limited to, arbitration, confidentiality, liability, intellectual property rights, nor of contracts entered into in pursuance of this Agreement. After the termination of the present Agreement, the Czech Republic shall in particular remain bound to finance its share of the payment appropriations corresponding to the contract authority approved under the budget for the current or previous financial years relating to the PECS.
- 15.5 The Parties may revise the provisions of this Agreement by mutual agreement. Amendments to this Agreement shall take effect on the date of notification that both Parties have met the necessary internal conditions for the amendments to enter into force. Amendments made to Appendix I shall require the Parties written agreement and Appendix II may be amended by the PECS Committee and shall require the Agency's written consent.

Done at on

in two originals in the English and Czech languages, each text being equally authentic. **Should any difference in the interpretation of this Agreement occurs, the English text shall prevail.**

.....

For the Czech Republic

.....

For the European Space Agency

Appendix I

Plan for European Cooperating States (PECS): Objectives, Rules and Procedures

I Objectives

I.1 Overall objectives of the PECS

The overall objective of the PECS is to associate the Czech Republic with Agency programmes and activities and to prepare in the most efficient manner for possible future accession to the ESA Convention.

I.2 Specific objectives of the PECS

- Develop cooperation between scientific and applications user communities in the Czech Republic and Agency Member States.
- Create and strengthen the respective industrial expertise and capacity of the Czech Republic with a view to allowing a fair and equitable industrial participation in future Agency programmes after accession.
- Provide indirect access to ESA programmes and activities.
- Foster the Czech Republic's understanding of the Agency's organisation and functioning, including the use of the EURO, of European space products, standards and procedures.
- Ensure coherence between the space activities of Member States and the Czech Republic e.g. by avoiding unnecessary duplication.

I.3 Areas and categories of activities to be covered by the PECS

- i) The PECS will cover four main categories of activities, as defined in ii) below, in the following five areas:
 - Space science, in particular space astronomy and astrophysics, solar system exploration and solar-terrestrial physics;
 - Earth observation research and applications, in particular environmental monitoring, meteorology, aeronomy and geodesy;
 - Telecommunications, in particular service demonstrations and satellite navigation;

- Microgravity research, in particular space biology and medicine, and materials processing;
 - Ground segment engineering and utilisation;
- ii) The categories of activities covered by the PECS are the following:
- Technology and equipment relating to ESA optional programmes which are not on the critical path for execution of the Agency's programmes ("non-critical technology");
 - Scientific projects and/or experiments;
 - Data exploitation;
 - Support to Small and Medium Enterprises (SMEs).
- iii) The detailed activities to be covered by the PECS shall be defined in a rolling five-year plan to be renewed, at the end of the fourth year of each five-year period in the light of the negotiations concerning renewal of the Agreement between the Agency and the Czech Republic, for a new five-year period starting at the end of the fifth year. The five-year draft plan shall be approved within the framework of the PECS Committee and may be updated every year in accordance with the procedures set out below.

II. Rules and procedures

II.1 Implementation of the PECS

The Agency shall execute the PECS in conformity with its rules and procedures, unless otherwise provided for in the present objectives, rules and procedures.

A dedicated Committee, hereinafter referred to as "the PECS Committee", shall be set up to monitor and control implementation of the PECS. The Committee's terms of reference and rules of procedure are described in Appendix II below.

National institutions under the jurisdiction of the Czech Republic may, at the Agency's request and with the agreement of the Czech Republic, provide technical support for one or more activities to be executed under the PECS; where appropriate, such support shall be covered by an exchange of letters between the institution concerned and the Agency, which shall be forwarded for information to all the other ECSs and to the Council of the Agency.

The Agency shall make its facilities and services available for activities performed under the PECS in accordance with the provisions of Article 3.1 of the present Agreement. In particular the Agency's Electronic Mail Invitation Tender System (EMITS) shall be made available to registered firms in the Czech Republic on the following conditions:

- Read-only access for Agency programmes,
- Full access for activities included in the PECS.

II.2 Content of the PECS

Prior to the start of activities for a five-year period, the Agency shall draw up a five-year PECS, based on inputs received from the Czech Republic and Member States in accordance with the following procedure:

II.2.1 The Agency shall consult with the Czech Republic on its wishes regarding non-critical technology.

II.2.2 Taking into account the provisions of Article 6 of the Agreement, the Agency shall thereafter establish a preliminary draft five-year PECS to be discussed in each Programme Board and Committee, and shall submit it for approval by a two-thirds majority vote of the Member States or the participants concerned to the following Agency Committees and Programme Boards with a view to its approval by the PECS Committee:

- to the relevant Agency Programme Boards: with respect to contributions by the Czech Republic in the development and/or the exploitation phase of systems and payloads or to the development of non-critical technology, to be undertaken within the framework of Agency optional programmes;
- to the Science Programme Committee (SPC): with respect to contributions by the Czech Republic in the development and/or the exploitation phase or in the development of non-critical technology, to be undertaken within the framework of Agency scientific projects.
- to the Industrial Policy Committee (IPC): with respect to the inclusion in its PECS of the development of certain technologies listed in the Agency's Technology Master Plan to be undertaken by the Czech Republic or the development by the latter of non-critical technology in this field and of activities to be undertaken in support of SMEs.

In addition, if the PECS activity is included within the scope of the activities as defined in Annex A to a programme Declaration, referred to in Annex III to the ESA Convention, in force or in the process of

being finalised, the corresponding Declaration or draft Declaration shall be amended or shall acknowledge this PECS contribution accordingly.

The IPC shall also examine and approve by a simple majority vote of all Member States the industrial policy aspects of the PECS before it is submitted to the PECS Committee for approval.

II.2.3 The Agency shall thereafter prepare a consolidated PECS on the basis of the elements approved by the relevant Committees and Programme Boards with a view to its examination and approval by the PECS Committee. The Czech Republic shall at this stage inform the Agency and the PECS Committee of the activities it wishes to support and shall also give the Agency confirmation of its intended contribution to the funding of the activities concerned.

II.2.4 Prior to approval of the five-year PECS by the PECS Committee, any changes in the content of the proposed activities requested by the PECS Committee, with the exception of deleted activities, shall be forwarded for examination to the relevant Committees and Programme Boards. The relevant Committees and Programme Boards shall thereafter forward their approval of the proposed changes to the PECS Committee for its approval.

II.2.5 Once the PECS Committee has approved the five-year PECS, the Agency shall, on the basis of that PECS, prepare a specific instrument, hereafter called the “PECS Charter” (referred to in Article 14.1), allowing the Government of the Czech Republic to commit financially to the PECS. The PECS Charter shall include the references of the activities to be financed by the Czech Republic as defined in the approved PECS and shall show the corresponding financial contribution to be subscribed by the Czech Republic including its financial share of the internal costs of the Agency referred to in paragraph II.4, together with the corresponding indicative breakdown and schedule of payments. The PECS Charter shall be presented by the Agency to the Czech Republic for subscription and shall thereafter be transmitted to the PECS Committee for information.

II.2.6 The five-year PECS may be revised and updated once every year during this five-year period to take into account new activities that are proposed by the Agency and in which the Czech Republic or another ECS has expressed an interest. Approval of the yearly revision of the PECS shall be preceded by approval by the relevant Agency Committees and Programme Boards. If as the result of the above procedure new activities are added to the PECS, the PECS Charter shall be amended by the Agency accordingly and the Czech Republic shall agree on its resulting increased contribution, if any, as reflected in the updated PECS Charter.

II.3 Industrial policy principles

The PECS shall be based on a guaranteed geographical return coefficient of 1. The geographical return shall be calculated according to the Resolution on the Regulation Concerning the Calculation of the Geographical Return Coefficients (ESA/CXXXVIII/Res. 6 (Final)) adopted by the Agency Council.

When defining the content of the five-year work plan of the PECS and any revision thereof, the following industrial policy principles shall be applied:

- non-distortion of competition,
- complementarity with existing expertise in Member States,
- complementarity with the activities undertaken in the approved ESA programmes,
- impact on the development of the use of services derived from European space assets,
- technological value for the Agency with emphasis on:
 - innovation potential
 - compatibility with the European Technological Master Plan and/or with the future programmatic needs of the Agency,
- impulse to European industrial networking,
- opening of new markets for competitive suppliers,
- involvement of SMEs.

These criteria will also be used by the IPC when examining and reviewing the draft PECS.

II.4 Financial matters

The PECS shall be financed through contributions by the ECS made in accordance with the rules and procedures of the Agency. The Czech Republic shall participate in and, in conformity with the Agency's financial regulations and instructions, contribute financially to the PECS, in particular through its subscription of the "PECS Charter", in accordance with the terms of the attached Appendices. The Czech Republic will, for the management of the programme, participate in the covering of the Agency's internal costs, at a fixed rate of 7% of the yearly financial contribution covered by the Charter, progressively increased each year with the aim of reaching full costs after the five-year period of the PECS.

The minimum financial contribution required for the participation of any ECS in the PECS over a period of five years amounts to 5 MEURO at 2001 economic conditions.

Work may start as soon as one ECS has subscribed to the PECS Charter.

The Czech Republic may subsequently increase its contribution to the PECS once a year as long as such increase does not entail any additional cost to other ECSs.

In the case of contracts co-financed by either the selected firm or other sources the participation in Agency's internal costs shall be calculated on the basis of the overall contract value.

Notwithstanding the provisions of Chapter II, Article 6 of the Agency's Financial Regulations, any amount unspent at the end of the financial year shall be automatically carried forward to the following year.

At the end of each five-year period covered by the PECS, the share of the Czech Republic's contribution that has not been earmarked for the execution of the corresponding work shall be used to finance activities planned to be executed in the following five-year period covered by the PECS, unless otherwise required by the Czech Republic.

In the event of termination of the present Agreement, any contribution of the Czech Republic not committed under the PECS may be assigned by the Czech Republic to other Agency in which it participates if it becomes a Member State or an associate Member, or may be otherwise disposed of as decided by the Czech Republic.

II.5 Contractual Matters

The Agency shall conclude the contracts necessary for the execution of the PECS in accordance with its rules and procedures, by applying the general clauses and conditions for ESA contracts and in particular all contracts shall be placed in EURO.

Contractual commitments entered into by the Agency shall be limited to the funding available. The Agency shall not issue an invitation to tender when the funding for the activities concerned is insufficient in relation to the cost estimates in the work plan.

Activities shall as a general rule be carried out through an open competition procedure in the ECSs that have expressed an interest in the activities concerned.

In the case of co-funded activities the Agency shall retain full visibility over expenditure planned and actually incurred by the contractor as well as the

origin of all funding for the purpose of the execution of the contract. Where appropriate this may include a right of audit by or on behalf of the Agency.

Any intellectual property stemming from the in-orbit flight of a payload included in the activities of the PECS shall be governed by the Agency's Rules.

II.6 General provisions

The Czech Republic shall in principle, depending on the objectives of the cooperation project, be the owner of the assets produced and funded by it under the PECS as well as of the facilities, software and equipment acquired for its execution, while taking into account the principles governing Agency contracts.

Amendments made to the present Appendix I shall only require the Parties' written agreement.

Appendix II

Committee of the Plan for European Cooperating States (PECS Committee)

Terms of reference and rules of procedure

A. Terms of reference

The PECS Committee, acting in coordination with the Agency, shall monitor and control the execution of the PECS in accordance with the Objectives, Rules and Procedures set out in Appendix I to the present Agreement **and in the relevant Appendixes of the other ECS's Agreements**. To that end it shall:

1. examine and approve by a simple majority vote of the ECS's, after receiving notification of agreement by the relevant subordinate bodies of the Agency Council, the draft five-year PECS referred to in paragraph II.2 of the PECS Objectives, Rules and Procedures and any amendment thereof;

The right to vote on the draft five-year PECS shall also be granted to any other potential ECSs for which the relevant ECS Agreement has been signed but has not yet come into force.

2. decide, in conformity with Chapter V of the PECS Committee rules of procedures, on the language in which the meetings of the PECS Committee will be conducted, such decision to be taken by a simple majority vote of the ECSs;
3. take note of any subscriptions or any increase in contributions made by the participants to the PECS as reflected in the PECS Charter;
4. receive information concerning the technical support provided by a national institution under the jurisdiction of a European Cooperating State referred to in the PECS Objectives, Rules and Procedures.
5. approve its terms of reference and its rules of procedure and any amendments thereof.

Appendix II

PECS Committee

B. Rules of Procedure

Chapter I

Composition

- 1.1 The PECS Committee shall be exclusively composed of representatives of European Cooperating States (ECS).
- 1.2 One representative of each Member State of the Agency may attend meetings of the Committee as observer. The Chairmen of the Administrative and Finance Committee (AFC), Industrial Policy Committee (IPC) and Science Programme Committee (SPC) of the Agency are invited to attend ex officio and are granted observer status.
- 1.3 Each ECS may in principle be represented by no more than two delegates. Participation as delegate shall be subject to submission to the Chairman of credentials issued by the competent national authority.
- 1.4 Advisers may accompany the delegates. The names and professions of advisers shall be notified to the Director General before they take part in the work of any meeting of the Committee.

Chapter II

Chairmanship

- 2.1 The Committee shall elect for one year from among the representatives of the ECS a Chairman and a Vice-chairman.
- 2.2 If the Chairman is unable to fulfil his or her functions the Vice-chairman shall take the Chair in his or her stead. The acting Chairman shall have the same powers and duties as the Chairman.
- 2.3 The Chairman shall conduct the Committee's deliberations. He or she shall not have the capacity of delegate. In the exercise of his or her functions the Chairman shall remain under the authority of the Committee.
- 2.4 The ECS of which a delegate exercises the functions of Chairman shall appoint a delegate in his or her stead for the duration of his or her functions as Chairman.

Chapter III Meetings

- 3.1 The Committee shall in principle meet on Agency premises, as a general rule not more than twice a year, immediately following a meeting of the IPC or AFC.
- 3.2 At the beginning of each meeting, the Chairman shall circulate a list of participants.
- 3.3 Attendance of Representatives of Member States of the Agency and Chairmen of the AFC, IPC and SPC at meetings of the Committee shall in no way imply a right to vote.
- 3.4 The Committee shall at each meeting determine the date of its next meeting. When necessary the Chairman may alter the date fixed for a meeting.
- 3.5 The Chairman may convene extraordinary meetings of the Committee, either on his or her own initiative or on a request from a majority of ECS. He or she shall try to arrange such meetings in conjunction with meetings of the IPC or AFC.
- 3.6 After consultation with the Chairman, the Secretary of the Committee shall prepare a draft agenda, which shall be circulated to the ECS not later than a fortnight before each meeting.
- 3.7 The draft agenda shall be discussed and adopted by the Committee after any necessary modifications, immediately after the opening of the meeting. Other items may be added to the draft agenda but a decision may be taken on them only if all ECS present agree.
- 3.8 The Director General of the Agency shall designate a member of the staff of the Agency to act as Secretary of the Committee.
- 3.9 The staff members of the Agency designated by the Director General of the Agency shall attend meetings of the Committee.
- 3.10 Each ECS shall have one vote.
- 3.11 Except where otherwise provided for, decisions shall be taken by a simple majority of ECS represented and voting.
- 3.12 The present rules of procedure will be implemented with a view to facilitating the fulfilment of the objectives of the PECS and will become fully applicable when at least three ECS have joined the PECS Committee.

Chapter IV
Functions of the Chairman and conduct of business

- 4.1 The Chairman shall, subject to the provisions of these Rules, control the proceedings of the Committee and maintain order during its meetings. He or she shall declare the opening and closing of each meeting, direct the discussions and, if necessary, sum them up, ensure observance of these Rules, accord or withdraw the right to speak, decide points of order, put proposals to the vote and announce decisions. He or she may propose adjournment or closure of the debate, or adjournment or suspension of a meeting. He or she shall ascertain before each vote that a quorum is present in accordance with paragraph 4.10 below.
- 4.2 No one shall take the floor without first having obtained the Chairman's authorisation. Subject to the provisions of paragraph 4.3, the Chairman shall call upon speakers in the order in which they have asked to speak. The Chairman may call to order a speaker whose remarks have no bearing on the subject at issue.
- 4.3 During the meeting, an ECS may move a point of order. The Chairman shall give an immediate ruling on this motion. Any ECS may appeal against the Chairman's ruling, in which case the appeal shall be debated and put to the vote. Unless the appeal is upheld by a majority of ECS present and voting, the Chairman's ruling shall stand. ECS speaking on a point of order may not deal with the substance of the point at issue.
- 4.4 Priority over all other propositions or motions shall be given, in the following order, to motions for:
 - (a) suspending the sitting,
 - (b) closing the sitting,
 - (c) adjourning the question under discussion,
 - (d) closure of the debate on the question under discussion.
- 4.5 Any proposal in its final form shall be put to the vote. It shall be submitted to the meeting in writing if an ECS so requests. In such case the Chairman shall not put the proposal to the meeting until ECS so desiring are in possession of the text of the proposal.
- 4.6 Whenever an amendment to a proposal is moved, the amendment shall be put to the vote first. If two or more amendments are moved the Committee shall vote first on the one which the Chairman rules to be in substance farthest from the original proposal. Where adoption of one amendment necessarily implies rejection of another amendment, the latter shall not be put to the vote.
- 4.7 Any ECS may request that parts of an amendment be put to the vote separately. If this request meets with objection, the motion to split the amendment shall be put to the vote.

- 4.8 If an ECS so requests, the Committee shall then vote on the final amended proposal.
- 4.9 Where two or more proposals are moved in respect of one and the same matter, these proposals shall, unless the Committee decides otherwise, be put to the vote in the order in which they were moved. After each vote the Committee may decide whether or not to vote on the next proposal.
- 4.10 Whenever the present rules become fully applicable pursuant the provisions of paragraph 3.12 above, the presence of representatives from a majority of ECS shall be necessary to constitute a quorum at any meeting of the PECS Committee.

Chapter V Languages

The Committee's meetings shall be conducted in one of the working languages of the Agency, to be chosen by the PECS Committee. All documents for the meetings shall be prepared in the corresponding language.

Chapter VI Minutes

- 6.1 After each meeting of the Committee draft minutes shall be prepared by the Committee Secretary, giving the substance of the discussions and recording the conclusions reached.
- 6.2 The draft minutes shall be circulated as soon as possible after the end of the meeting.
- 6.3 Proposals for amendments to the draft minutes shall be sent by the ECS to the Committee Secretary in writing within three weeks of the date of their communication.
- 6.4 At the beginning of each meeting the minutes of the previous meeting, after consideration of any amendment submitted, shall be approved by the Committee.

Chapter VII Amendments

The terms of reference of the PECS Committee and its rules of procedure may be amended by the PECS Committee and shall require the Agency's written consent.