

**GENERAL SECRETARIAT
OF THE COUNCIL OF THE EUROPEAN UNION**

Directorate for the Quality of Legislation

**MANUAL OF PRECEDENTS
FOR INTERNATIONAL AGREEMENTS
AND RELATED ACTS**

NOTE TO THE READER

This Manual was drafted in English by the Legal Service of the Council. It exists in 23 official languages of the institutions of the European Union.

It contains a non-exhaustive collection of model forms of agreements and other international acts as well as of the related procedural acts of the Council, together with background information on certain technical editorial practices adapted to the official languages of the institutions of the European Union. The Manual aims to harmonise the legal-linguistic revision of the texts of those acts for final adoption and publication, and to explain the editorial practices of the Council services to those involved in drafting proposals for legislative and legal acts.

For information concerning all other Union acts and legislation in general, please see the *Manual of precedents for acts established within the Council of the European Union*.

This Manual has been drawn up solely for internal drafting purposes and does not give rise to any responsibility on the part of the institutions of the European Union.

This manual exists in the following language versions: Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish.

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PART I
FORM OF ACTS

1. DECISIONS CONCERNING THE SIGNING AND THE CONCLUSION OF INTERNATIONAL AGREEMENTS

1.1. Decisions concerning the signing [and provisional application] of international agreements

COUNCIL DECISION (EU) YYYY/NNNN

of ...

on the signing, on behalf of the (European) Union,

[and provisional application]¹ of the Agreement

[between the European Union

and ...] ...²

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article ... (Articles...) [*substantive legal basis giving EU power to act*] (, in conjunction with Article 218(5) thereof),

Having regard to the proposal from the European Commission,

¹ Provisional application may also be the subject of a decision by itself.

² The title of the Agreement should be quoted in full here.

Whereas:

(1)

(2)

(),¹

[() The Agreement should be signed²] [and the **attached declaration** on be approved]³, [(Certain provisions of) the Agreement should be applied on a provisional basis, pending the completion of the procedures necessary for its conclusion,]

HAS ADOPTED THIS DECISION:

¹ In cases of opt-in/opt-out, the relevant recital needs to be included.

² The title can be paraphrased when it appears in full in the title or the first recitals.

³ In addition to the Agreement, acts that do not form an integral part of the Agreement should be indicated.

*Article 1*¹

The signing on behalf of the (European)² Union of the Agreement (between the European Union and)³ is hereby authorised, subject to the conclusion of the said Agreement.

[The text of the Agreement is **attached** to this Decision.]^{4 5}

[*Article ...*

The **Declaration attached** to this Decision shall be approved on behalf of the (European)² Union.]

[*Article ...*

The President of the Council is hereby authorised to designate the person(s)⁶ empowered to sign the Agreement on behalf of the (European)² Union.]

¹ In addition to the Agreement, acts that do not form an integral part of the Agreement should be indicated.

² If "European Union" already appears in the title, "Union" suffices here.

³ The title of the Agreement should be quoted in full here. If it has been given a short title in the recitals already, it is not necessary to repeat the definition of that short title here.

⁴ When there are two separate decisions for signing and approval, the text of the Agreement is attached to the first (the signing) decision only in cases where the Agreement is provisionally applied before its conclusion. If there is no provisional application, the text of the Agreement is always attached to the second (the conclusion) decision.

⁵ When the text of the Agreement is not attached to this decision, the following footnote is added: "The text of the Agreement will be published together with the decision on its conclusion". Instead of the sentence "The text of the Agreement is attached to this Decision", an asterisk could be inserted after the (only) paragraph with the following text: "Delegations : see document [*insert Council document number*]".

⁶ It is standard practice to use "person(s)", indicating both singular and plural.

[Article ...

[Subject to reciprocity, the] [The] Agreement shall be applied on a provisional basis (as from/the signature thereof)¹, pending the completion of the procedures necessary for its conclusion.]

[Article ...

The Union shall notify (the Secretary-General of the United Nations) of its intention to apply the Agreement provisionally, in accordance with Article ... thereof².

or

The President of the Council shall deposit a declaration of provisional application as provided for in Article ... of the Agreement with ... (the Secretary-General of the United Nations) on behalf of the European Union.]²

¹ If no date is given or if the article refers to an event the date of which is as yet unknown, the following footnote will appear in the Official Journal:

"The date from which the Agreement will be provisionally applied (or, e.g., "The date of signature of the Agreement") will be published in the Official Journal of the European Union by the General Secretariat of the Council."

² This wording is used in the case of multilateral agreements for which the Secretary-General of the United Nations acts as depositary.

Article ...

This Decision shall enter into force on

Done at ...

For the Council

The President

[...]

1.2. Decisions concerning the conclusion of international agreements

1.2.1. Two-stage procedure^{1 2}

COUNCIL [AND COMMISSION] DECISION (EU) YYYY/NNNN

of ...

on (concerning) (relating to) the conclusion [on behalf of the (European) Union]³ of the Agreement

[between the European Union and ...] [between the European Union

and its Member States, of the one part, and ..., of the other part,]

.....⁴

¹ The first stage being the decision to sign the Agreement within the meaning of Article 218(5) of the TFEU (see page 2), and the second stage the decision to conclude the Agreement.

² When there are two separate decisions for signing and approval, the text of the Agreement is attached to the first (the signing) decision only in cases where the Agreement is provisionally applied before conclusion. If there is no provisional application, the text of the Agreement is always attached to the second (the conclusion) decision.

³ The reference to the Union should be added in the case of mixed agreements. If "European Union" already appears in the title, "Union" suffices here.

⁴ The title of the Agreement should be quoted in full here. Where appropriate, the expression "conclusion" is replaced by "acceptance" or "accession", etc.

THE COUNCIL OF THE EUROPEAN UNION,
[AND THE EUROPEAN COMMISSION]¹

Having regard to the Treaty on the Functioning of the European Union, and in particular Article ...
(Articles ...) [*substantive legal basis giving EU power to act*] (, in conjunction with Article ...
thereof),

Having regard to the proposal from the European Commission,

[Having regard to the consent of the European Parliament,]^{2 3}

[Having regard to the opinion of the European Parliament,]^{2 4}

¹ This form of joint decision is used for the approval of an agreement containing provisions relating to the EU and to Euratom.

² For information on which procedure applies to which cases, see Article 218(6) TFEU.

³ If the consent has been published in the Official Journal, a footnote indicating the publication reference is given here. If it has not yet been published, the footnote gives the date on which it was delivered: "Consent of [date] (not yet published in the Official Journal).".

⁴ If the opinion has been published in the Official Journal, a footnote indicating the publication reference is given here. If it has not yet been published, the footnote gives the date on which it was delivered: "Opinion of [date] (not yet published in the Official Journal).".

Whereas:

- (1)
- (2)
- () The Agreement should be approved,

HAS (HAVE) ADOPTED THIS DECISION:

Article 1

The Agreement (between the European Union and)¹ is hereby approved on behalf of the (European)² Union.

[The text of the Agreement is **attached** to this Decision.]³

[*Article ...*

The President of the Council shall, on behalf of the Union, give the notification provided for in Article ... of the Agreement.]⁴

¹ The title of the Agreement should be quoted in full here. If it has been given a short title in the recitals already, it is not necessary to repeat the definition of that short title here.

² If "European Union" already appears in the title, "Union" suffices here.

³ In cases where - because of its provisional application - the text of the Agreement has already been attached to the first (the signing) decision, **instead of this paragraph**, a footnote is inserted after the (only) paragraph with the following text "The [...] has been published in [*give OJ reference*] together with the decision on signature.". The page of the Official Journal to be given is the one of the actual Agreement, not of the signing decision.

⁴ The following footnote will appear in the Official Journal: "The date of entry into force of the Agreement will be published in the Official Journal of the European Union by the General Secretariat of the Council."

[Article ...

The President of the Council shall designate the person(s)¹ empowered to deposit, on behalf of the Union, the [acts/instruments ...] provided for in Article ... of the Agreement.]^{2 3}

[Article ...

The President of the Council shall take the necessary measures for the exchange of the acts provided for in Article ... of the Agreement.]³

[Article ...

The European Commission [, assisted by the representatives of the Member States,] shall represent the Union within (the Joint Commission) (the Joint Committee) (the Committee) set up pursuant to Article ... of the Agreement.]

¹ It is standard practice to use "person(s)", indicating both singular and plural.

² This wording is preferred when the Union is acceding to an international Convention requiring the deposit of an instrument rather than a notification.

³ The following footnote will appear in the Official Journal: "The date of entry into force of the Agreement will be published in the Official Journal of the European Union by the General Secretariat of the Council."

Article ...

This Decision shall enter into force on

Done at ...

For the Council

The President

[...]

[For the Commission

The President]

[...]

1.2.2. One-stage procedure¹

COUNCIL DECISION (EU) YYYY/NNNN

of ...

on (concerning) (relating to) the signing and conclusion [on behalf of the (European) Union]² of the

Agreement

[between the European Union and ...] ...³

THE COUNCIL OF THE EUROPEAN UNION,

¹ i.e. without any prior decision for signature.

² The reference to the Union should be added in the case of mixed agreements. If "European Union" already appears in the title, "Union" suffices here.

³ The title of the Agreement should be quoted in full here. Where appropriate, the expression "conclusion" is replaced by "acceptance" or "accession", etc.

Having regard to the Treaty on the Functioning of the European Union, and in particular Article ... (Articles ...) [*substantive legal basis giving EU power to act*] (, in conjunction with Article 218(5) and (6) point [...] thereof),

[Having regard to the Treaty on European Union, and in particular Article 37 thereof (, in conjunction with Article 218(5) and (6) of the Treaty on the Functioning of the European Union),]¹

Having regard to the proposal from the European Commission,

[Having regard to the proposal from the High Representative of the Union for Foreign Affairs and Security Policy,]¹

[Having regard to the consent of the European Parliament,]^{2 3}

[Having regard to the opinion of the European Parliament,]^{2 4}

¹ In cases of CFSP agreements.

² For information on which procedure applies to which cases, see Article 218(6) TFEU.

³ If the consent has been published in the Official Journal, a footnote indicating the publication reference is given here. If it has not yet been published, the footnote gives the date on which it was delivered: "Consent of [date] (not yet published in the Official Journal).".

⁴ If the opinion has been published in the Official Journal, a footnote indicating the publication reference is given here. If it has not yet been published, the footnote gives the date on which it was delivered: "Opinion of [date] (not yet published in the Official Journal).".

Whereas:

(1)

(2)

(),¹

HAS ADOPTED THIS DECISION:

[Article 1

The Agreement (between the European Union and)² is hereby approved on behalf of the (European) Union.³

The text of the Agreement is **attached** to this Decision.]

¹ In cases of opt-in/opt-out, the relevant recital needs to be included.

² The title of the Agreement should be quoted in full here. If it has been given a short title in the recitals already, it is not necessary to repeat the definition of that short title here.

³ If "European Union" already appears in the title, "Union" suffices here.

[Article 1

The Agreement (between the European Union and)¹ and the Protocols, declarations and annexed thereto [, together with the declarations (.....) attached to the Final Act,]² are hereby approved on behalf of the (European) Union³.

The texts of the acts referred to in the first paragraph are attached to this Decision.]

Article ...

The President of the Council is hereby authorised to designate the person(s)⁴ empowered to sign the Agreement in order to bind the Union.

[Article ...

The President of the Council shall, on behalf of the Union, give the notification provided for in Article ... of the Agreement.]⁵

¹ The title of the Agreement should be quoted in full here. If it has been given a short title in the recitals already, it is not necessary to repeat the definition of that short title here.

² In addition to the Agreement, acts that do not form an integral part of the Agreement should be indicated.

³ If "European Union" already appears in the title, "Union" suffices here.

⁴ It is standard practice to use "person(s)", indicating both singular and plural.

⁵ The following footnote will appear in the Official Journal: "The date of entry into force of the Agreement will be published in the Official Journal of the European Union by the General Secretariat of the Council."

[Article ...

The President of the Council shall designate the person(s)¹ empowered to deposit, on behalf of the Union, the [acts/instruments ...] provided for in Article ... of the Agreement.]²³

[Article ...

The President of the Council shall take the necessary measures for the exchange of the acts provided for in Article ... of the Agreement.]³

[Article ...

The European Commission [, assisted by the representatives of the Member States,] shall represent the Union within (the Joint Commission) (the Joint Committee) (the Committee) set up pursuant to Article ... of the Agreement.]

¹ It is standard practice to use "person(s)", indicating both singular and plural.

² This wording is preferred when the Union is acceding to an international Convention requiring the deposit of an instrument rather than a notification.

³ The following footnote will appear in the Official Journal: "The date of entry into force of the Agreement will be published in the Official Journal of the European Union by the General Secretariat of the Council."

Article ...

This Decision shall enter into force on

Done at ...

For the Council

The President

[...]

1.2.3. Decisions approving the conclusion of international agreements by the Commission¹

COUNCIL DECISION (EU) YYYY/NNNN

of ...

approving the conclusion, by the European Commission,
of the Agreement between the European Atomic Energy Community
and ... [concerning] ... [and the Exchange of Letters relating thereto]

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Atomic Energy Community, and in particular
the second paragraph of Article 101 thereof,

Having regard to the proposal from the European Commission,

¹ This refers to agreements falling under the scope of the Treaty establishing the European Atomic Energy Community. Such agreements or contracts are negotiated by the Commission in accordance with the directives of the Council: they are concluded by the Commission with the approval of the Council, which acts by a qualified majority.

Whereas:

- (1)
- (2)
- ()

[() The conclusion, by the European Commission, of the Agreement should be approved,]

HAS ADOPTED THIS DECISION:

Article 1

The conclusion by the European Commission of the Agreement between the European Atomic Energy Community and [concerning] [and the Exchange of Letters relating thereto] is [are] hereby approved.

The text of the Agreement is attached [The texts of the Agreement and the Exchange of Letters are attached] to this Decision.^{1 2}

¹ The text of the Agreement will bear the following wording at the place of signature: "For the European Atomic Energy Community represented by the European Commission ";
"For the Government of"

² An asterisk could be inserted here with the following text: "OJ: Please attach document [*insert Council document number*].", in order to avoid any confusion, as the text of the agreement might be sent separately to the Office of Publications.

Article ...

This Decision shall enter into force on

Done at ...

For the Council

The President

[...]

2. TEXTS OF INTERNATIONAL AGREEMENTS¹

2.1. Multilateral treaties, agreements and conventions

TREATY [AGREEMENT/CONVENTION]²

.....

(Heads of State)³

[Union]

.....

.....

[DETERMINED TO ...,]

[DESIROUS OF ...]

¹ On the copies submitted for signature, the title of an Agreement is placed on a special cover page.

² In terms of the law of treaties, the English term "Convention" should only be used in respect of Treaties that are open for accession by a large number of States or any State (e.g. Council of Europe Conventions and UN Conventions). "Agreement" can be used to denote any type of treaty but is preferred where the number of parties is limited as well as where the treaty is bilateral (e.g. an agreement between the Union and a third country). "Treaty" is most often used to denote a more fundamental agreement, e.g. the constituting treaty of an international organisation.

³ The order to be followed is the order of protocol. For the order for Member States, see page 83.

[RESOLVED TO ...,]

[CONSIDERING that ...,]

HAVE DECIDED to and to this end have designated as their Plenipotentiaries:

(Heads of State)

(Plenipotentiaries)

.....
.....
.....

.....
.....
.....

WHO, having exchanged their Full Powers, found in good and due form,

HAVE AGREED [UPON THE FOLLOWING PROVISIONS] [AS FOLLOWS]:

[ARTICLE 1 [I]

.....

[ARTICLE ...

This Treaty (Agreement/Convention) shall apply, on the one hand, to the territories in which the [Treaty on European Union and the]¹ Treaty on the Functioning of the European Union [and the Treaty establishing the European Atomic Energy Community] is [are] applied and under the conditions laid down in that Treaty [those Treaties] and, on the other hand, to the territory of the

[ARTICLE ...

Any Contracting Party may denounce this Treaty (Agreement/Convention) by notifying the other Contracting Parties .

This Treaty (Agreement/Convention) shall cease to be in force months after the date of such notification.]

¹ The reference to the TEU is given only when the Agreement is based on Article 37 TEU. If the European Atomic Energy Community is also a Contracting Party to the Agreement, the EURATOM Treaty has to be mentioned as well.

[ARTICLE ...

The Annexes to this Treaty (Agreement/Convention) [, together with the Declarations] [(, the Exchange of Letters) (, the Protocols) (.....)] [which are annexed to this Treaty (Agreement/Convention)] shall form an integral part thereof.]

[ARTICLE ...

1. This Treaty (Agreement/Convention) shall be subject to ratification, acceptance or approval in accordance with the Contracting Parties' own procedures and the Contracting Parties [shall notify one another at (venue) of the completion of the procedures necessary for that purpose] [shall carry out at (venue) the exchange of acts necessary for that purpose] [shall deposit with the acts necessary for that purpose]

2. This Treaty (Agreement/Convention) shall enter into force on the first day of the (.....) month following the month during which the last notification (the exchange of acts) (the deposit of acts,) provided for in paragraph 1 has been carried out.]

ARTICLE ...

This Treaty (Agreement/Convention), drawn up in a single original in the languages, each text [all texts] being equally authentic, shall be deposited in the archives of, which shall transmit a certified copy to

IN WITNESS WHEREOF, the undersigned Plenipotentiaries have hereunto set their hands¹.

Done at, this day of in the year^{1 2}

For³⁴

For

For

¹ This part of the text is incorporated into a multilingual page which follows the language order set out in point (c) on page 87.

² The date appears here written out in full.

³ In the case of Member States, the order to be followed is that indicated on page 83.

The names of the Contracting Parties should be entered here as they appear at the beginning of the preamble.

⁴ Only the names of the parties are indicated (e.g. "For the European Union"). The names and titles of the signatories should not appear here.

2.2. Final acts¹

FINAL ACT

The representatives [The Plenipotentiaries]²

of³,

[of the one part,]

and

of,

[of the other part,]

meeting in (at) on the day ofin the year⁴,

for the signature of,

have at the time of signature of this:

¹ Final acts are mainly used in the case of the most significant agreements, e.g. accession and association agreements. The texts of final acts vary.

² The term "Plenipotentiaries" is used if plenipotentiaries are in fact mentioned in the Preamble to the Agreement concerned.

³ For order of the Contracting Parties, see footnote 3 on page 25.

⁴ The date appears here written out in full.

– adopted the [following texts] [following declarations (statements)] attached to this Final Act¹:
.....,

– taken note of the [exchange(s) of letters] [of the following declaration(s)] attached to this
Final Act:²
.....,

[– ...]

[In witness whereof, the undersigned representatives (Plenipotentiaries) have hereunto set
their hands.]³

Done at, this day of in the year^{4 5}

For^{3 6}

For

For

¹ For protocols and joint declarations (statements).

² For agreements in the form of Exchanges of Letters and unilateral declarations (statements).

³ For multilingual page, see footnote 3 on page 32.

⁴ The date appears here written out in full.

⁵ This part of the text is incorporated into a multilingual page which follows the language order set out in set out in point (c) on page 87.

⁶ Only the names of the parties are indicated (e.g. "For the European Union"). The names and titles of the signatories should not appear here.

2.3. Bilateral agreements¹

AGREEMENT
BETWEEN THE EUROPEAN UNION
[AND THE EUROPEAN ATOMIC ENERGY COMMUNITY]²
[AND (ITS) MEMBER STATES, OF THE ONE PART,)]
AND [, OF THE OTHER PART]
[CONCERNING]

THE EUROPEAN UNION, [AND THE EUROPEAN ATOMIC ENERGY COMMUNITY]
[hereafter referred to as the "Union" [and the "Community", respectively]]²

[AND (ITS) MEMBER STATES,]

[THE COUNCIL OF THE EUROPEAN UNION,]³

[of the one part,]

THE, [hereafter referred to as ".....",]

[of the other part,]

[DESIROUS of,]

¹ For the language used, see pages 85 to 88.

² The Union is cited first in the copy of the Agreement which is intended for it and last in the copy intended for the other party to the Agreement (rotation in precedence rule).

³ The only case in which the "Council of the European Union" has to be inserted is the agreement referred to in the second paragraph of Article 6 of Protocol (No 19) on the Schengen *acquis* integrated into the framework of the European Union.

[RESOLVED to,]

[CONSIDERING THAT,]

[.....,]

[HAVE DECIDED TO CONCLUDE THIS AGREEMENT:]

[HAVE AGREED AS FOLLOWS:]

HAVE DECIDED to and to this end have designated as their Plenipotentiaries:

THE [COUNCIL OF THE] EUROPEAN UNION:¹

(name(s)),

.....,

THE

(name(s)),

.....,

WHO (, having exchanged their Full Powers, found in good and due form,)

HAVE AGREED UPON THE FOLLOWING PROVISIONS [HAVE AGREED AS FOLLOWS]:

¹ The Union is cited first in the copy of the Agreement which is intended for it and last in the copy intended for the other party to the Agreement (rotation in precedence rule).

ARTICLE 1 [I]

.....

[ARTICLE ...

This Agreement shall apply, on the one hand, to the territories in which the [Treaty on European Union and the]¹ Treaty on the Functioning of the European Union [and the Treaty establishing the European Atomic Energy Community] is [are] applied and under the conditions laid down in that Treaty [those Treaties] and, on the other hand, to the territory of the

[ARTICLE ...

Either Contracting Party may denounce this Agreement by notifying the other (Contracting Party).]

[This Agreement shall cease to be in force on the (...) day of the (.....) month following that during which the notification has been carried out.]

¹ The reference to the TEU is given only when the Agreement is based on article 37 TEU. If the European Atomic Energy Community is also a Contracting Party to the Agreement, the EURATOM-Treaty has to be mentioned as well.

[ARTICLE ...

The Annexes to this Agreement [, together with the Declarations] [(together with the Exchange of Letters), (the Protocols) (.....)] [which are annexed to this Agreement] shall form an integral part thereof.]

[ARTICLE ...

1. This Agreement shall be subject to ratification, acceptance or approval in accordance with the Contracting Parties' own procedures and the Contracting Parties shall notify one another of the completion of the procedures necessary for that purpose [shall carry out at (venue) the exchange of acts necessary for that purpose][shall deposit with the acts necessary for that purpose]¹.
2. This Agreement shall enter into force on the first day of the (.....) month following the month during which the last notification (the exchange of acts) (the deposit of acts)¹ provided for in paragraph 1 has been carried out.]

¹ In case one of the Contracting Parties is the depository, if exceptionally so agreed. The designation of a depository is not common in bilateral agreements.

ARTICLE ...

This Agreement shall be drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, (Irish,) Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish and languages, each text [all texts] being equally authentic.^{1 2}

[IN WITNESS WHEREOF, the undersigned Plenipotentiaries, have hereunto set their hands (the undersigned Plenipotentiaries, duly authorised to this effect, have signed this Agreement)³.

Done at, this day of in the year^{1 4}

For^{5 6}

For

For]

¹ For the languages used, see pages 85 to 88. Note, Irish is usually not listed, as Union Agreements are not usually drawn up in that language.

² The content of this final article sometimes appears following the closing formula "Done at, this". The general rule is the equal authenticity of all the Union languages but in rare cases, when the joint Contracting Party disputes the equal authenticity of all the Union languages, no mention is made of the languages or it is mentioned that one specified language prevails in case of divergence.

³ This part of the text is incorporated into a multilingual page which follows the language order set out in point (a) on page 85. The rotation in precedence rule applies (see NB on page 88).

⁴ The date appears here written out in full.

⁵ The order to be followed is the order of protocol. The alternancy rule applies (see NB on page 88). For the names of the Contracting Parties to be entered here, see footnote 3 on page 25.

⁶ Only the names of the parties are indicated (e.g. "For the European Union"). The names and titles of the signatories should not appear here.

2.4. Agreements in the form of an Exchange of Letters

AGREEMENT
IN THE FORM OF AN EXCHANGE OF LETTERS¹
BETWEEN
[CONCERNING]

[A. *Letter from the Union [Euratom]]*² [*Letter No 1*]

.....,

(place and date)

[Sir,][Madam]

.....
.....

I should be obliged if you would inform me of whether or not (confirm that) your Government is in agreement with the above³.

¹ Generally speaking, the words "AGREEMENT IN THE FORM OF AN EXCHANGE OF LETTERS" are used for Exchanges of Letters which constitute autonomous legal acts. In the case of non-autonomous acts (linked to an autonomous act) the title begins simply "EXCHANGE OF LETTERS". In all cases the letters are signed. However, "EXCHANGE OF LETTERS" is sometimes also used when the denomination as an "Agreement" is avoided for political reasons. However, an Exchange of letters can also constitute a "Memorandum of Understanding". The difference should be made clear not only in the title, since an Exchange of letters can be an Agreement even if not so called, but also in the wording used. Thus in an Agreement "shall" should be preferred, whereas in a Memorandum of Understanding "will" should be preferred. See further explanations under point B.1. on page 66.

For the order of citation of the parties to the Agreement, see footnote 3 on page 21.

This type of Agreement is sometimes entitled "AGREEMENT IN THE FORM OF AN EXCHANGE OF NOTES", the letters then being replaced by "*notes verbales*".

² The first letter may also be sent by the other party. The rule of rotation clearly does not apply.

³ This wording is used where the Exchange of Letters constitutes a bilateral undertaking.

[I have the honour to propose that, if the above is acceptable to your Government, this letter and your confirmation shall together constitute an Agreement between the European Union and]¹

[I should be obliged if you would acknowledge receipt of this letter.]²

Please accept, [Sir,] [Madam,] the assurance of my highest consideration.

For the European Union
[and for the European
Atomic Energy Community]

¹ This wording is used where the Exchange of Letters constitutes a bilateral undertaking.

² This wording is used when the first letter contains a unilateral undertaking which the second letter simply acknowledges.

[B. Letter from] [Letter No 2]

.....,

(place and date)

[Sir,] [Madam,]

I have the honour¹ to acknowledge receipt of your letter of today's date [concerning]² which reads as follows³:

"....."

I should be obliged if you would inform me of whether or not [confirm that] your Government is in agreement with the above."

I am able to inform you [confirm] that my Government is in agreement with the contents of your letter⁴.

¹ In agreements with the United States "honor" is the preferred spelling here. The Council's Agreements Office takes care of this when submitting the United States the text for signature.

² A simple and exact reference to the letter in question could sometimes suffice, thus avoiding the needless repetition of the contents, particularly when the letter is long and contains annexes several pages in length. However, the usual practice is to repeat the content in order to avoid any ambiguity.

³ The text of Letter A is repeated in Letter B. However, the introduction ("Sir") and the *formule de politesse* should not be quoted, as they are not part of the "operative" part of the letter.

⁴ This wording is used where the Exchange of Letters constitutes a bilateral undertaking.

[I have the honour¹ to confirm that the above is acceptable to my Government and that your letter and this letter constitute an agreement in accordance with your proposal.]²

[I have the honour¹ to acknowledge receipt of your letter of today's date³ (concerning⁴) which reads as follows:

"⁵

I should be obliged if you would acknowledge receipt of this letter."]

Please accept, [Sir,] [Madam,] the assurance of my highest consideration.

For [the Government
of] [For the Republic of ...]⁶

¹ In agreements with the United States "honor" is the preferred spelling here. The Council's Agreements Office takes care of this when submitting the United States text for signature.

² This wording is used where the Exchange of Letters constitutes a bilateral undertaking.

³ This wording is used where the first letter contains a unilateral undertaking which the second letter simply acknowledges.

⁴ A simple and exact reference to the letter in question could suffice, thus avoiding the needless repetition of the contents, particularly when the letter is long and contains annexes several pages in length.

⁵ There are no language clauses in Agreements in the form of an Exchange of Letters, as the purpose of this form is to be as simple and short as possible. However, this does not mean that only one language is authentic, nor that all of them are. The authentic language(es) is (are) designated by initialling and/or signing. If only one or several, but not all language versions are initialled/signed, it is necessary to mark the other versions as translations before sending them to the Official Journal, as unlike "normal" Agreements, for which the language clause enables the Official Journal to determine the languages for which "Translation" has to be added, an Agreement in the form of an Exchange of Letters, not bearing such a clause, does not allow the Official Journal to determine which language is authentic.

⁶ Depending on the practice of the third country or countries in question (between States/Governments).

2.5. Agreements in the form of agreed minutes¹

AGREEMENT
IN THE FORM OF [AN] AGREED MINUTE[S]²
BETWEEN³
[CONCERNING]
[ON]

.....,
(place and date)

[The European Union and have concluded their negotiations on and have agreed]⁴

For the European /Union

For [the Government of ...]

¹ It is recommended that the form of agreed minutes be used, rather than that of an Exchange of Letters, where the negotiations have given rise to a common text (containing wording such as: "[The Representatives of] the Union and have agreed") and where there has been no official proposal, of the one part, and acceptance, of the other part, or where there is a preference for not revealing the source of the initiative. The form of the agreed minutes also allows one to avoid having to repeat the text of annexes (tariff list, for example) and thus to exclude risks of error or variations.

² In certain cases (for example in cases of temporary measures), the title is simplified to "AGREED MINUTES".

³ For the order of citing the parties to the agreements, see footnote 5 on page 32. At the place where signatures are apposed, the party first cited in the title appears on the left.

⁴ Agreed minutes usually contain annexes.

2.6. Protocols¹

PROTOCOL

.....

[THE CONTRACTING PARTIES,]

[CONSCIOUS that,]

[DESIRING to (DESIROUS of),]

[NOTING that,]

[CONSIDERING that,]

[WHEREAS,]

[HAVE AGREED UPON the following provisions (, which are annexed to):]

¹ The form of the protocols varies.
The wording on this page is generally used in protocols which are autonomous legal acts.
Protocols which are not autonomous legal acts and which are annexed to an agreement are often numbered and, generally speaking, contain no introductory words, preamble, closing formula or signatures. See also remarks in [point ..., p.... .]

[WILL SETTLE the problem]

[Done at, this day of in the year¹]

[.....]

.....

.....] (Signatures)

¹ The date appears here written out in full.

2.7. Memorandum of Understanding (MoU)¹

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE [.....]
AND
[THE GOVERNMENT OF] [THE] [.....]
CONCERNING [ON]
[.....]

The [.....] and the [Government of] [.....]
[hereafter referred to as the "Participants"]²

[Desiring to (...)]

Have reached the following understanding:

[Section 1³

(...)

Section 2

(...)]

¹ An MoU is not an Agreement (for exceptions see p. 70), it is however included here for practical reasons.

² Unless intended to be legally binding, the word "Parties" should be avoided.

³ As an MoU is usually not meant to be legally binding, the subdivisions should not be called "Article". Instead, "Section" or "paragraph" may be used.

Section [...]

This Memorandum [of Understanding] will come **into effect**¹ [on ...][on signature] [and will continue in effect until terminated by *[insert appropriate precision, e.g. "either Participant"/"the[name of Participant]"*] ... on [...] months' written notice].

The foregoing represents the understanding reached between the Participants on the matters referred to in this Memorandum [of Understanding]. [This Memorandum [of Understanding] is not intended to create legal rights and obligations].

Signed in duplicate at ... on... in [the ...language] [the ...and the ... languages, both texts having equal validity] [the ... languages, all texts having equal validity].

For the Government of

For the ... [European Union,
Commission, Council of the European
Union...]

¹ Unless intended to be legally binding, an MoU should never "come into force".

3. PROCEDURAL ACTS LINKED WITH INTERNATIONAL AGREEMENTS

3.1. Decision authorising the Commission to negotiate an international agreement¹

3.1.1. Decision by the Council

3.1.1.1. Union (not mixed) agreements

COUNCIL DECISION (EU) YYYY/NNNN

of

authorising the opening of negotiations with [...]

for [...]

THE COUNCIL OF THE EUROPEAN UNION,

[Having regard to the Treaty on the Functioning of the European Union, and in particular

[Article ... (Articles ...) [*substantive legal basis giving EU power to act*], in conjunction with]

Article 218(3) and (4) thereof,]

Having regard to the recommendation from the European Commission,

[Having regard to the recommendation from the High Representative of the Union for Foreign Affairs and Security Policy,]

¹ Decisions in this form are presented as I/A point notes to COREPER/Council and are recorded in the minutes of Council meetings. They are notified to the addressee, but not published in the Official Journal.

Whereas:

[(1)] Negotiations should be opened with a view to concluding an [...] with [...],

[(),

()]

HAS ADOPTED THIS DECISION:

Article 1

1. The [Commission / High Representative] is hereby authorised to open negotiations for an [...] with [...].
2. The negotiations shall be conducted on the basis of the negotiating directives of the Council set out in the addendum¹ to this Decision.

[Article ...

The [Commission / High Representative] [is hereby nominated as the Union negotiator]² [is hereby nominated as the head of the Union's negotiating team]³.

¹ Negotiating directives are usually classified. They are therefore not included in an annex to the decision but in an addendum.

² In the case of an agreement **not** containing CFSP elements.

³ In the case of an agreement containing CFSP elements.

[The Commission shall negotiate the provisions of the [...] as set out in the negotiating directives on matters other than those relating to the Common foreign and security policy¹ and which, in accordance with the Treaties, fall within the competences of the Union, either as matters falling within the Union's exclusive competence or as matters in respect of areas of supporting or shared competence to the extent that the Union has exercised its competence [, except for those relating to the field of the common foreign and security policy].]

Article ...

The negotiations shall be conducted in consultation with the [*Special Committee provided for in [the third subparagraph of Article 207(3) TFEU]*² [*Special Committee provided for in Article 218 (4) TFEU]*³ [and in accordance with the directives contained in ...] [, subject to any directives which the Council may subsequently issue to the [Commission / High Representative].

¹ This text would be necessary for a Union agreement which covers CFSP and other chapters (e.g. the common commercial policy).

² In the case of an agreement containing elements concerning the common commercial policy.

³ In the case of an agreement **not** containing elements concerning the common commercial policy.

Article ...

This Decision is addressed to the [Commission / High Representative]¹

Done at ...

For the Council

The President

[...]

¹ In decisions authorising the opening of negotiations, it is always necessary to indicate an addressee.

3.1.1.2. Mixed agreements¹

COUNCIL DECISION (EU) YYYY/NNNN
of
authorising the opening of negotiations with [...]
for [...]

THE COUNCIL OF THE EUROPEAN UNION,

[Having regard to the Treaty on the Functioning of the European Union, and in particular
[Article ... (Articles ...) [*substantive legal basis giving EU power to act*], in conjunction with]
Article 218(3) and (4) thereof,]

[Having regard to the recommendation from the European Commission,]

[Having regard to the recommendation from the High Representative of the Union for Foreign
Affairs and Security Policy,]

¹ So called "mixed agreements" contain subject-matters falling within the competence of the Union as well as matters within the competences of the Member States. In addition, there can be matters falling within the CFSP.

Whereas:

[(1)] Negotiations should be opened with a view to concluding an [...] with [...],

[()],

()]

HAS ADOPTED THIS DECISION:

Article 1

1. [The Commission] [(and the) (The) High Representative of the Union for Foreign Affairs and Security Policy] is [are] hereby authorised to open negotiations for an [...] with [...][to take part in the negotiation of an [...].
2. The negotiations shall be conducted on the basis of the negotiating directives of the Council set out in the addendum¹ to this Decision.

¹ Negotiating directives are usually classified. They are therefore not included in an annex to the Council decision authorising the opening of negotiations but in an addendum to that decision.

[Article ...

[1.] [The [Commission] [High Representative] shall be the head of the Union's negotiating team.]

[The Commission shall negotiate the provisions of the [...] as set out in the negotiating directives and which, in accordance with the Treaties, fall within the competences of the Union, either as matters falling within the Union's exclusive competence or as matters in respect of areas of supporting or shared competence to the extent that the Union has exercised its competence [, except for those relating to the field of the common foreign and security policy].]

[For the purpose of the [*first*/...] subparagraph, exercised shared competence shall include measures adopted by the Union from the date of adoption of this Decision until the conclusion of the negotiations by the initialling of the text representing the outcome of the negotiations.]

[2. The High Representative shall negotiate, in relation to matters within the common foreign and security policy as set out in the negotiating directives, the provisions of the Agreement concerning [...].]

Article ...

The negotiations shall be conducted in consultation with the [*Special Committee provided for in the third subparagraph of Article 207(3) TFEU*]¹ [*Special Committee provided for in Article 218 (4) TFEU*]² [and in accordance with the directives contained in ...] [, subject to any directives which the Council may subsequently issue to the [Commission] [(and to the) High Representative]].

Article ...

This Decision is addressed to the [Commission] [(and to the) High Representative [of the Union for Foreign Affairs and Security Policy]] [Presidency of the Council].³

Done at ...

For the Council

The President

[...]

¹ In the case of an agreement containing elements concerning the common commercial policy.

² In the case of an agreement **not** containing elements concerning the common commercial policy.

³ It is always necessary to indicate an addressee.

3.1.2. Decision of the representatives of the governments of the Member States, meeting within the Council

DECISION (EU) YYYY/NNNN OF THE REPRESENTATIVES OF THE GOVERNMENTS
OF THE MEMBER STATES

[,MEETING WITHIN THE COUNCIL]

of

authorising the [European Commission/Presidency of the Council] to negotiate,

on behalf of the Member States,

the provisions of an [...] with [...]

that fall within the competences of the Member States

THE REPRESENTATIVES OF THE GOVERNMENTS OF THE MEMBER STATES OF THE
EUROPEAN UNION, [, MEETING WITHIN THE COUNCIL,]

Whereas:

[(1)] The European Commission [,which can be assisted for this purpose by the Presidency of the Council,] should be authorised to negotiate, on behalf of the Member States, the provisions of an [...] with [...] that fall within the competences of the Member States,]

[(1)] The Presidency of the Council [,which can be assisted for this purpose by the European Commission,] should be authorised to negotiate, on behalf of the Member States, the provisions of an [...] with [...] that fall within the competences of the Member States,]

[(),

()]

HAVE ADOPTED THIS DECISION:

Article 1

1. The Representatives of the Governments of the Member States hereby authorise the [Commission/Presidency of the Council] to negotiate, on behalf of the Member States, the provisions of an [...] with [...] that fall within the competences of the Member States.

[A representative of the Presidency of the Council **shall** [will] accompany the Commission in the negotiations for matters falling within the competences of the Member States.]

[A representative of the Commission **may** accompany the Presidency of the Council in the negotiations for matters falling within the competences of the Member States.]

2. The negotiations shall be conducted on the basis, where applicable, of the negotiating directives set out in the addendum¹ to the Council Decision of ... 2011 authorising the opening of negotiations with [...] for an [...].

¹ Negotiating directives are usually classified. They are therefore not included in an annex to the Council decision authorising the opening of negotiations but in an addendum to that decision.

Article 2

This Decision is addressed to the [Commission and to the Presidency of the Council].

Done at ...

*For the representatives of the
governments of the Member States
The President
[...]*

3.2. Procès-verbal of rectification¹

PROCÈS-VERBAL OF RECTIFICATION

to the [*title of the Act*]

THE GENERAL SECRETARIAT OF THE COUNCIL OF THE EUROPEAN UNION, acting as the depositary of the [...], signed in [...] on [...], hereinafter referred to as the "Agreement",

HAVING ESTABLISHED that the text of the Agreement, a certified copy of which was transmitted to the Signatories on [...], contained certain errors in the [*enumerate all languages concerned*] language versions,

HAVING INFORMED the Signatories (Contracting Parties)² of the Agreement of those errors and of the proposals for their correction,

HAVING ESTABLISHED that none of the Signatories (Contracting Parties) has raised any objection,

HAS UNDERTAKEN this day the correction of the errors in question and has drawn up this procès-verbal of rectification, the corrections of the [*enumerate all languages concerned*] versions of the Agreement being annexed hereto, a copy of which will be transmitted to the Signatories (Contracting Parties).

¹ This model concerns the procès-verbal of rectification, which is an international legal instrument. For the wording used in internal corrigenda for an agreement, see page 92.

² Where the Agreement has not entered into force, "Signatories" is used, but where the error is corrected after the entry into force of the Agreement, "Contracting Parties" is used.

4. PROCEDURAL ACTS OF THE COUNCIL LINKED WITH ACTS OF JOINT BODIES SET UP BY INTERNATIONAL AGREEMENTS

(Decision establishing the position to be taken/adopted by the European Union within a joint body)

COUNCIL DECISION (EU) YYYY/NNNN

of

[establishing the] [on the] position to be [adopted] [taken]¹ on behalf of the European Union within the

[*name of the joint body*][as regards the amendment of/ concerning/on
/concerning the accession ... / ...]

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular [*substantive legal basis giving EU power to act*] in conjunction with Article 218(9) thereof,

Having regard to the proposal from the European Commission [and the High Representative of the Union for Foreign Affairs and Security Policy],

¹ Article 218(9) TFEU uses the expression "... position to be adopted ...". In cases where, in addition to a position to be adopted (meaning to be taken/put forward...), other "adoptions" are mentioned, especially in the meaning of a legal act being adopted (that is: voted/passing), in order to avoid any confusion as to the meaning of the term "adopted", the expression "taken" can be used alternatively.

Whereas:

(1)

(2)

(),

[() The Union should determine the position to be [adopted] [taken] in the [...] [with regard to] [concerning] the [*subject matter of the decision*],]

[() It is appropriate to establish the position to be [adopted] [taken] on the Union's behalf in the [...],[...] [with regard to] [concerning] the [*subject matter of the decision*],]

[() The position of the Union within the [...] should therefore be based on the attached **draft** Decision,]

HAS ADOPTED THIS DECISION:

Article 1

[The position to be [adopted] [taken] on the Union's behalf [to be [adopted] [taken] on behalf of the European¹ Union] within the [*full name of the joint body*]², shall be based on the **draft** Decision of the [*short name of the joint body*]³ **attached** to this Decision.]^{4 5}

[The position to be [adopted] [taken] on the Union's behalf][to be [adopted] [taken] on behalf of the European¹ Union] within the [*insert full name of the joint body*]², shall be [to vote in favour of / adopt/] [the following:]

[The Union shall [vote in favour of the] [approve the] [agree to the] [*insert measure or proposal in question*] in the [*full name of the joint body*].

¹ If "European Union" already appears in the name of the body, "Union" suffices here. "European Union" should however be used if the other Party of the joint body has also "Union" in its name.

² For instance: "Joint Committee created by ... for...".

³ For instance: "Joint Committee".

⁴ The attached decision of the joint body needs always to be designated as a **draft**, as it is **only the Union's position** (or suggestion) and **not the text of the joint body**.

⁵ The draft decision of the joint body is to be "attached" and not to be "annexed" as it will be presented to the joint body without the Council decision. During Council proceedings, it can however be included in the same document as the Council decision under one Council (CARS) document number.

Article [...] ¹

This Decision shall enter into force on [...].

[It shall apply from ...].

Done at ...

For the Council

The President

[...]

¹ The general rule that the publication in the Official Journal of an act is not ordered by an Article on publication but needs to be included in the COREPER note. This rule applies also with respect to the decisions of Joint bodies.

DRAFT¹
DECISION YYYY/NNNN
OF THE [...]
of
[...]

¹ The attached decision of the joint body needs always to be designated as a **draft**, as it is **only the Union's position** (or suggestion) and **not the text of the joint body**. For the whole model of the draft decision see page 60.

5. ACTS OF JOINT BODIES SET UP BY INTERNATIONAL AGREEMENTS¹

5.1. DECISIONS

[DRAFT]²

DECISION No .../YYYY³
OF THE ACP-EU COUNCIL OF MINISTERS⁴
[OF THE ACP-EU COMMITTEE OF AMBASSADORS]⁴
[OF THE EU-..... ASSOCIATION (COOPERATION) COUNCIL]⁵
[OF THE EU-..... JOINT COMMITTEE (COMMISSION)]⁵
of ...
.....

¹ These decisions, recommendations, resolutions and opinions are numbered, divided into articles, have a closing formula ("Done at,,") and are signed.

² When attached to a **Council decision establishing the Union's position to be adopted** in a joint body, the attached decision of the joint body needs always to be designated as a **draft**, as it is **only the Union's position** (or suggestion) and **not the text of the joint body**.

³ Certain acts may have two numbers:

— the number assigned by the Publications Office (for example, '(EU) 2015/1'), and

— a number assigned by the author (for example, 'ECB/2015/23', 'BiH/17/2015', 'No 1/2015', etc.).

For decisions of the various councils and committees created by international agreements (such as the ACP–EU Committee of Ambassadors), the number assigned by the Publications Office does not include a domain and is placed in square brackets after the title.

⁴ The reference "ACP-EU" is indicated in the title, at the beginning of the preamble and in the closing formula, but not in the body of the act (unless there is a risk of confusion).

⁵ The reference "EU-....." is always indicated in the title, but does not generally appear in the remainder of the text.

THE ACP-EU COUNCIL OF MINISTERS¹ [.....],²

Having regard to the Agreement [Convention], and in particular Article(s) ... thereof,

[Having regard to,]

[Whereas:

(1)

(2)

(),]

¹ In the case of delegated powers, (see ...), this wording is replaced here by "THE ACP-EU COMMITTEE OF AMBASSADORS", but not in the title, because the decision remains a decision of the ACP-EU Council of Ministers.

² The reference "ACP-EU" is indicated in the title, at the beginning of the preamble and in the closing formula, but not in the body of the act (unless there is a risk of confusion).

HAS ADOPTED THIS DECISION:

Article 1

.....

[Article ...

The ACP States [.....], the Member States of the European Union and the European Union shall be bound, each to the extent to which it is concerned, to take the measures necessary to implement this Decision.]¹

*Article ...*²

This Decision shall enter into force on [the day on which it is adopted].

¹ This article does not usually appear in decisions of joint bodies, as in most cases the agreement setting up the joint body will already state the binding nature of the acts of the joint body.

² The publication in the Official Journal of an act is not to be provided for by an article on publication but needs to be included in the "1/A" note to COREPER/Council. This rule applies also with respect to decisions of joint bodies.

[It¹ shall apply from² (until) (from to).]

Done at,

For the ACP-EU Council of Ministers
[For the ACP-EU Committee of Ambassadors]
[For the Association (Cooperation) Council]³
[For the Joint Committee]³
[For the Joint Commission]³
The President

[For the ACP-EU Council of Ministers
By the ACP-EU Committee of Ambassadors
The President]⁴

¹ If this phrase is used, the words "This Decision" are not repeated here.

² This wording is used when the date of application differs from that of entry into force (retroactive or postponed application).

³ See remarks in footnote 4 on page 60.

⁴ This wording is used when an instrument of the Council of Ministers is drawn up by the Committee of Ambassadors under delegated powers (in accordance with Article 15(4) of the ACP-EU Partnership Agreement). The same practice is followed, *mutatis mutandis*, with certain other agreements concluded with third States. "Chairman" tends to be used for committees rather than "President", but a check should always be made with the joint body concerned.

**5.2. RECOMMENDATIONS, RESOLUTIONS, OPINIONS, STATEMENTS,
DECLARATIONS¹**

[RECOMMENDATION] [RESOLUTION] [OPINION]

[STATEMENT] [DECLARATION]

No .../2011

OF THE ACP-EU COUNCIL OF MINISTERS²

[[OF THE EC-..... ASSOCIATION (COOPERATION) COUNCIL] ³

[OF THE EU-..... JOINT COMMITTEE (COMMISSION)]³

of ...

.....

THE ACP-EU COUNCIL OF MINISTERS⁴ [.....],³

[Having regard to,]

¹ For the structure of these instruments, see footnote 1 on page 60.
² With regard to the reference "ACP-EC", see footnote 4 on page 60.
³ See remarks in footnote 4 on page 60.
⁴ See footnote 1 on page 61, in cases of delegation of powers.

[Whereas:

(1)

(2)

(),]

[Whereas,]

.....
.....

Done at,

For the ACP-EU Council of Ministers
[For the Association (Cooperation) Council]
[For the Joint Committee]¹
[For the Joint Commission]
The President

For the ACP-EU Council of Ministers
By the ACP-EU Committee of Ambassadors
The President]¹

¹ See footnote 4 on page 60 for the use of this wording.

PART II
GENERAL REMARKS
TO AGREEMENTS
AND RELATED DECISIONS

A. REMARKS CONCERNING THE DECISIONS ON SIGNING AND CONCLUSION

1. The attachment of texts to decisions on signing/conclusion

After the entry into force of the Treaty of Lisbon, the rules of publication have changed so that from now on decisions on the signing of agreements will be published in the Official Journal.

This has repercussions on the attachment of the respective texts to the decisions.

The phrase "The text of the Agreement is attached to this Decision." should only be added to the article on signing/conclusion, when the respective agreement is actually attached to the respective decision and published together with it in the Official Journal¹.

The following cases need to be distinguished:

1. **Signing decision without provisional application:** no "...is attached..." phrase is added, no reference to the document containing the text of the agreement is given².
2. **Signing decision with provisional application:** "The text of the Agreement is attached to this Decision." is added without any footnote (but with an asterisk adding the document number for delegations' information if the agreement is contained in a different st document) and the text of the agreement is attached to the Decision in the Official Journal.

¹ The fact that the text of an agreement has to be transmitted to the European Parliament has no influence on the question of whether it is attached to a decision or not.

² See footnotes 4 and 5 on page 4.

3. **Conclusion decision for an Agreement that had not been applied provisionally** (and has therefore not been published yet): "The text of the Agreement is attached to this Decision." is added without any footnote and the text of the agreement is attached to the decision in CARS and in the Official Journal.
4. **Conclusion decision for an Agreement that had been applied provisionally** (and has therefore been published together with the Signing decision): No "...is attached ..." phrase is added, but a footnote with the publication reference of the Official Journal of the text of the agreement published together with the signing decision, indicating the page number of the attached text of the agreement, not that of the signing decision, is added to the article on conclusion.

In cases where the agreement is contained in a separate ST document, an asterisk should be inserted in the decision to give the ST number as an information to the delegations and in order to allow the Official Journal to identify the correct document.

The text given might be:

1. "Delegations: See document [*insert Council document number*]." (**case of non-publication**)
2. "OJ: Please attach document [*insert Council document number*]." (**case of publication**)

In the cases mentioned above, it is to be noted that "attachment" of a document means that it is reproduced after the respective decision without it being an "Annex" to that decision in the Official Journal. In CARS, it might be archived under a separate number.

2. The attachment of texts to decisions other than those on signing/conclusion

In some cases, a separate decision on provisional application is taken after the decision on signing has been adopted.

It is to be noted that provisional application **always** necessitates an act of the Council.

The mere fact that a provisional application is foreseen in an agreement **does not** of itself entail an automatic provisional application by the Union.

Therefore, where there has not been a **decision on the signing and provisional application**, a separate act of the Council to that effect is needed.

As the agreement will usually not have been published together with the decision on signing, it must be published together with the decision on provisional application.

B. REMARKS CONCERNING AGREEMENTS AND MoUs

1. "Treaty language" and the Memorandum of Understanding (MoU)

The first question that needs to be dealt with when drafting, translating or revising international instruments is whether the instrument is a binding legal act or a non-binding act.

The nature of a legal act is determined not so much by its form as by its content and wording.

Therefore, a text does not have to be called an "Agreement" to be regarded as such.

Hence, particular attention is to be given to the exact use of vocabulary and wording of the text.

As the form alone is not decisive, a text may well be an agreement even when bearing "Memorandum of Understanding" as a title.

Thus, whether or not an MoU is legally binding depends on its wording. It is usually to be considered an Agreement and therefore binding if "treaty language" is used. In cases where a proper (non-binding) MoU is to be drafted, particular care should be taken to avoid the use of treaty language.

For instance it is important to bear in mind that an MoU does not "enter into force". It rather comes into operation or into effect. In English, the use of "shall" is to be avoided and replaced by "will" or more general formulations. Standard "agreement phrases" and terms or wording like "Preamble"/"Done at...this ...day of ..." are equally to be avoided.

The following list is not meant to be exhaustive, but may give an indication of what to use and what to avoid:

"Treaty language": Article, agree, agreement/undertaking, authoritative/authentic, agree, obligations, Parties, rights, have the right, terms

"MoU language": paragraph, accept, approve, decide, arrangement/understanding, equally valid, commitments, Participants, benefits, be permitted, provisions

In the case of an MoU, it is useful to include a sentence stating that the MoU does not create legal rights and obligations¹.

2. Quoting legislation

It is rather unusual for international agreements to contain references to specific internal legal acts/Union acts - they usually refer e.g. to "domestic legislation" in general - but sometimes it may be necessary to specify the applicable legal acts, especially in customs agreements.

If internal legal acts are mentioned, special care should be taken to identify them correctly and to enable a reader not acquainted with the respective national law to find the act in question. To that end, the respective legal act should be quoted with its **full** title, not only with an abbreviation, however common. See also the quotation rules under point (3).

¹ See standard wording on page 41.

3. Footnotes/references to the Official Journal

a) Reference to the Official Journal

In **Union acts**, the *Official Journal of the European Union* is referred to simply with the abbreviation "OJ" when cited in the footnotes giving the publication reference.

In **acts of joint bodies**, it is referred to as "OJEU" ("OJ" not being sufficiently precise for third-State readers).

In **international agreements**, no reference is made to the Official Journal. However, should it nevertheless be necessary to give a reference, it is referred to as "OJEU", as is done in *acts of joint bodies*. It might in some cases be more appropriate to refer to the Official Journal as "Official Journal of the European Union".

Likewise, the reference to the Official Journal of a third State should contain a similar precision.

Example: Official Gazette of Serbia No 62/2005 and 61/2007.

For citation in **all types of act**, it is to be noted that the official name of the Official Journal before 1 February 2003 was "*Official Journal of the European Communities*". For acts published before that date, that reference or its abbreviation "OJ EC", as appropriate, should be used.

b) "Long references"

In international agreements, unlike in internal legal acts, the reference to internal (also Union) legal acts is often meant to be static, e. g. in order to grant a third State a preferential treatment/most favoured nation status as it exists at a given time.

The rule, used for internal acts, that no mention is made of the amendments, can therefore not always be followed in international agreements.

In some cases it is, however, not necessary to make a specific reference to amendments. Instead, reference can be made to the dynamic nature of the act.

Consequently, there are four possibilities:

- dynamic

Council Regulation (EEC) No 2658/87¹

¹ OJEC L 256, 7.9.1987, p. 1.

- dynamic (explicit)¹

Council Regulation (EEC) No 2658/87¹

¹ OJEC L 256, 7.9.1987, p. 1, **including any subsequent amendments.**

- Static (with reference to the last amending act)

Council Regulation (EEC) No 2658/87¹

¹ OJEC L 256, 7.9.1987, p. 1, **as amended by Council Regulation (EC) No 301/2007**
(OJEU L 81, 22.3.2007, p. 11).

- Static (with reference to the date)

Council Regulation (EEC) No 2658/87¹

¹ OJEC L 256, 7.9.1987, p. 1, **as in force on 22.3.2008.**

¹ This option can be useful in order to avoid any misunderstanding in case the third party does not follow the same citation rules.

4. Language clauses and authentic language versions

a) Language clauses

An agreement should always contain a clause designating the authentic language(s).

Usually, an agreement concluded by the Union with third States is authentic in all the official languages of the Institutions of the Union.

Example:

This Agreement shall be drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, [Irish] Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish and languages, each text [all texts] being equally authentic.¹

A language clause is also necessary in the exceptional case of an agreement being signed in only one language.

Example:

Done at Brussels, in duplicate, in the English language, this ... day of ..., 2008.

¹ Note: Irish is usually not listed, as Union agreements are not usually drawn up in that language.

An even more exceptional case would be to have clauses which declare all or some of the versions authentic, but include a provision that one of them is to prevail in cases of divergence.

Example:

Done at ... in English, French and Spanish, all texts being equally authentic, In case of divergence, the English text shall prevail.

There are also cases in which the language clause declares one language version authentic, but provides for other language versions to be authenticated later, e.g. by means of an exchange of notes or by a joint body established by the agreement.

Example:

[...] This Agreement shall also be drawn up in the ... languages, and the Contracting Parties shall authenticate those language versions by an exchange of diplomatic notes.

Note: Such an authentication is rarely done in Union agreements and is not recommended as an alternative to having the agreement authentic in all the official languages of the institutions of the Union at the time of signature.

b) Declarations concerning languages

There have been cases in which language versions have been made authentic by a declaration. In such a case, it may not be possible to ascertain from the text of an agreement which language versions are authentic, or if any more language versions than shown in the agreement are authentic, since more language versions might have been declared authentic later by way of a separate declaration.

Note: Adding authentic language versions by declarations is not a recommended practice, but the revisor / administrator needs to be aware of that possibility, particularly in the case of the Union acceding to an agreement.

Example:

The Statute of the International Renewable Energy Agency (IRENA) contained the following provisions:

"C. This Statute, done in English, shall be deposited in the archives of the Depositary Government.

[...]

DONE at Bonn, this 26th January 2009, in a single original, in the English language."

The following declaration was adopted at the conference that had drafted and adopted the Statute:

Declaration of the Conference Regarding Authentic Versions of the Statute

"[...] the representatives of the invited States to the Founding Conference of the International Renewable Energy Agency have adopted the following declaration which shall form an integral part of the Statute: The Statute of the International Renewable Energy Agency, signed on the 26th January 2009 in Bonn, including this declaration, shall also be authenticated in the official languages of the United Nations other than English, as well as in the language of the depositary, on the request of the respective Signatories."

In the case of the example given, the depositary being Germany, German was made an authentic language, although it is nowhere mentioned as such in the Statute itself.

In order to avoid any confusion concerning the authenticity of a language version and in order to avoid the existence of different versions of the same (authentic) language version in different official publications (e.g. the Official journal of the European Union and the official publications of Member States or third States), or the existence of different wordings of authentic versions pre-existing during a legal linguistic revision, **the existence of any declarations or other acts concerning the authentic language versions must be indicated to the DQL by the administrator of the file** when requesting a revision of the document (*Demande de mise au point*).

c) Authentic versions and translations

On occasion, not all the Union languages are authentic languages of an agreement to which the Union is a party.

In such a case, it is always necessary to mark any language version as "TRANSLATION" that it is a non-authentic one.

As regards, for example, multilateral conventions concluded under the auspices of an international organisation or at a diplomatic conference, to which the Union may accede, the number of authentic languages is usually limited to a few languages. Furthermore, it is important to bear in mind that translating e.g. a UN convention (authentic in the official languages of the UN) into Union languages and attaching them to the Council decision would not make them authentic language versions if the convention were invoked before a court of law.

Moreover, in many cases, including, but by no means limited to UN conventions, national translations may already exist in the Member States, often published in the respective national official journal, treaty series or other official publications. The existence of a national translation must be verified and in that case, in order to avoid having different texts, the same text should be used. No changes can be made without the consent of the Member State concerned, but any errors found should be brought to the attention of that Member State to see if the national text could be corrected. In case the national translation has not yet been published, a revised version with proposed corrections should be communicated to the Member State concerned to reach an understanding on the final version.

In some cases, and almost always in agreements in the form of an exchange of letters, there are no language clauses, as the purpose of this form is to be as simple and short as possible. However, this does not mean that only one language is authentic, or that all of them are.

In the absence of a language clause, the authentic language(s) is (are) designated by initialling and/or signing. If only one or several, but not all language versions are signed, it is necessary to mark the other versions as translations before sending them to the Official Journal, as unlike "normal" Agreements, for which the language clause enables the Official Journal to determine the languages for which "Translation" has to be added, an agreement not bearing such a clause does not allow the Official Journal to determine which language is authentic.

For the purpose of designating language versions as authentic by signature, it is not necessary, however, to sign all full language versions of the agreement, but only to sign a multilingual signature page, e.g. in the Final Act.

5. Long denominations and names

Unlike in internal acts, the names of Union (and former Community) Institutions are to be given in a long form at least when they appear for the first time, so as to avoid confusion in a non-Union context¹:

Examples:

Commission: European Commission [old: Commission of the European Communities]

Council: Council of the European Union

[old: Community: European Community]

Union: European Union

Member States: Member States of the European Union [old: ...of the European Community]

Bank: European Central Bank **or the** European Investment Bank

Very long names should be defined as shorter, but distinguishable names.

Example:

"... Council of the European Union (hereinafter referred to as "Council")..."

Similarly, the use of the short form of "Treaty" for the founding Treaties should be avoided.

Instead, at least when quoting it for the first time, "Treaty on European Union" and "Treaty on the Functioning of the European Union" should be used. In the first citation, the abbreviations "TEU" and "TFEU" could be defined and used throughout the text, even if only one of the Treaties is mentioned, as third State readers might not be aware of the different acts of primary Union law.

¹ This practice should be followed even in cases where the long form is not an official name appearing in the EU Treaties. It should also be followed when citing names of Community Institutions from "Pre-Lisbon" times.

6. Country/State, designation and order of States and languages

a) Country/State

As always in a legal context, there should be a clear distinction between a "State" (meaning the political entity) and a "country" (meaning the geographical entity).

b) Member States with long/short form only

In agreements, at least in the introductory parts, the full name of the State should be used. However, some Member States do not have a "long" designation and are referred to always with a "short" name. For some others, there is no "short" name.

For the Member States, the cases are namely:

- There is **no shortened form** for *the Czech Republic*.
- There is **no long protocol form** for *Romania, Ireland* or *Hungary*,

Examples:

the Agreement between the European Community and its Member States of the one part, and the Republic of Bulgaria, the Czech Republic, *Hungary*, the Republic of Poland, *Romania* and the Slovak Republic, of the other part

products originating in Bulgaria, *the Czech Republic*, Hungary, Poland, Romania and Slovakia.

- A special case is Malta: A long form does exist (Repubblika ta' Malta / Republic of Malta) but is not usually used in Union legal acts at the request of Malta, this State being thus referred to only as Malta in Council documents. In international agreements, however, the long form is used.

c) List of names¹

Designation of the Member States

Shortened designation		Full designation	ISO Code
Belgium	(<i>Belgique/België/Belgien</i>)	Kingdom of Belgium	BE
Bulgaria	(<i>България/Bulgaria</i>)	Republic of Bulgaria	BG
Czech Republic	(<i>Česká republika</i>)	Czech Republic	CZ
Denmark	(<i>Danmark</i>)	Kingdom of Denmark	DK
Germany	(<i>Deutschland</i>)	Federal Republic of Germany	DE
Estonia	(<i>Eesti</i>)	Republic of Estonia	EE
Ireland	(<i>Éire/Ireland</i>)	Ireland	IE
Greece	(<i>Ελλάδα/Ellas</i>)	Hellenic Republic	GR (EL) ²
Spain	(<i>España</i>)	Kingdom of Spain	ES
France	(<i>France</i>)	French Republic	FR
Croatia	(<i>Hrvatska</i>)	Republic of Croatia	HR
Italy	(<i>Italia</i>)	Italian Republic	IT
Cyprus	(<i>Κύπρος</i>)	Republic of Cyprus	CY
Latvia	(<i>Latvija</i>)	Republic of Latvia	LV
Lithuania	(<i>Lietuva</i>)	Republic of Lithuania	LT

¹ In the list given here only Member States are mentioned. A list of names of third States or countries which is constantly kept up to date can be found in the Interinstitutional style guide.

² For Greece, rather than the ISO Code "GR", "EL" is used in most Council documents. The Greek delegation accepted this, without prejudice to its position as concerns the sign of its country (see entry in Council minutes doc. 6574/86).

Luxembourg	<i>(Luxembourg)</i>	Grand Duchy of Luxembourg	LU
Hungary	<i>(Magyarország)</i>	Hungary	HU
Malta	<i>(Malta)</i>	[Republic of Malta]*	MT
Netherlands	<i>(Nederland)</i>	Kingdom of the Netherlands	NL
Austria	<i>(Österreich)</i>	Republic of Austria	AT
Poland	<i>(Polska)</i>	Republic of Poland	PL
Portugal	<i>(Portugal)</i>	Portuguese Republic	PT
Romania	<i>(România)</i>	Romania	RO
Slovenia	<i>(Slovenija)</i>	Republic of Slovenia	SI
Slovakia	<i>(Slovensko)</i>	Slovak Republic	SK
Finland	<i>(Suomi/Finland)</i>	Republic of Finland	FI
Sweden	<i>(Sverige)</i>	Kingdom of Sweden	SE
United Kingdom	<i>(United Kingdom)</i>	United Kingdom of Great Britain and Northern Ireland	GB (UK) ¹

* At the request of Malta, the long form ("Republic of Malta") is usually not used in Union acts. It is however to be used in international agreements.

¹ In EU legislation, normally "UK" is used rather than ISO Code "GB". "UK" (for "United Kingdom of Great Britain and Northern Ireland") includes Northern Ireland, which "GB" does not.

d) Language order¹

i) Order of language version where grouped (multilingual texts)

(a) *Acts falling under secondary legislation*

The order followed is that of the Roman alphabetical order² of the official designations of the languages as they appear in the respective language versions of Regulations No 1 (EEC) and No 1 (Euratom) determining the languages to be used, namely:

	ISO Code
(1) Bulgarian (български)	bg
(2) Spanish (castellano) ³	es
(3) Czech (čeština)	cs
(4) Danish (dansk)	da
(5) German (Deutsch)	de
(6) Estonian (eesti keel)	et
(7) Greek (elliniká)	el
(8) English (English)	en
(9) French (français)	fr
(10) Irish (Gaeilge)	ga

¹ This language order was established in a note from the Jurisconsult of the Council on 14 November 1986.

² The Greek letters "epsilon" and "lambda" are deemed for this purpose to be respectively "e" and "l" in the Roman alphabet.

³ The term "*castellano*" is the official designation of the Spanish language and appears, as such, in the abovementioned regulations (and is used here to determine its place in the order), although when it is a question of naming this language in practice, the expression "*lengua española*" is used, in accordance with the request of the Spanish authorities.

(11) Croatian (hrvatski)	hr
(12) Italian (italiano)	it
(13) Latvian (latviešu valoda)	lv
(14) Lithuanian (lietuvių kalba)	lt
(15) Hungarian (magyar)	hu
(16) Maltese (malti)	mt
(17) Dutch (Nederlands)	nl
(18) Polish (polski)	pl
(19) Portuguese (português)	pt
(20) Romanian (română)	ro
(21) Slovak (slovenčina)	sk
(22) Slovenian (slovenščina)	sl
(23) Finnish (suomi)	fi
(24) Swedish (svenska)	sv

The abbreviations used are those of ISO 639. Generally they are written in lower case letters but may also be written in capital letters for typographical reasons. See also the *Interinstitutional Style Guide*, Section 7.2.

Cases where applied: Annexes to regulations, to directives, Community laissez-passer (see OJ L 353, 28.12.2013, p. 26), final pages of agreements, specimens of Community certificates, etc.

- (b) *Multilingual documents to be issued at a national level pursuant to texts adopted within the Council or pursuant to an agreement.*

The order to be followed is that as set out in point (a), but amended in that the most widespread languages in the respective Member States come first, which result in:

- (1) the national language or languages;
- (2) English;
- (3) French;
- (4) the other languages in the order set out in point (a).

Case where applied: European health card (see OJ C 184, 23.7.1986, p. 5).

- (c) *Acts falling under primary legislation (Treaties, Conventions between Member States)*

In spite of some differing precedents, it is recommended that the order set out in point (a) be followed. In this case Irish (Gaeilge) should be inserted between French and Croatian.

Cases where applied: **final page of Treaties, Conventions, etc.**

ii) Order of listing languages (monolingual texts)

The order followed, varying according to the languages, is the alphabetical order of the languages as given in the language version of the abovementioned Regulations No 1 (EEC) and No 1 (Euratom) which corresponds to the language used ¹, thus in English: Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish.

Cases where applied: phrases such as: "These indications are drawn up in the languages", "**This Agreement shall be drawn up in the languages**".

NB: Where an agreement is also drawn up in the language of a co-contracting third State which is not also a Union language, the Union languages should precede that language for reasons of protocol practice (the Union's signed version mentions the Union's languages first whereas the co-contracting third State's version will mention its language(s) first - rule of alternancy). The text prepared by the GSC (DGs/translation units/DQL) is usually the Union text. The Agreement office will prepare the third State's version.

¹ With the sole exception of the order followed in the Spanish text, where the terms "lengua española" or "español" are substituted in practice – at the request of the Spanish authorities – for the term "castellano" (see footnote 3 on page 85).

7. Citation of Agreements in Decisions and other Union acts

Agreements that are published in the Official Journal are always quoted with the OJ reference, even when they originally are not Union but e.g. Council of Europe Agreements.

They are quoted with the actual page in the Official Journal on which the text of the Agreement starts, not with the page on which the decision they are attached to starts.

For Agreements that are not published in the Official Journal, it might be useful to quote the place and date of signature.

In any case, but especially when there is no publication in the Official Journal, long forms should be used in order to avoid confusion.

- Examples:
- Not: Energy Community Treaty
 - but: Treaty establishing the Energy Community, signed in Athens on 25 October 2005 (hereinafter referred to as "Energy Community Treaty"),
so as to avoid any confusion with the EURATOM Treaty.

 - Not: Vienna Convention
 - but: Vienna Convention on the Law of Treaties, done at Vienna on 23 May 1969 (hereinafter referred to as the "Vienna Convention").
so as not to confuse it with other Conventions signed in Vienna.

In the case of very long titles, a suitable or customary abbreviation might be used and the long references given in a footnote.

It is however usually not necessary to refer to all subsequent amendments of an agreement, especially in the case of well-known agreements, like the Cotonou agreement. Instead of mentioning all revisions, it is often sufficient to add "as last amended".

Example:

Not:

"Partnership Agreement between the members of the African, Caribbean and Pacific Group of States, of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000¹, as first amended in Luxembourg on 25 June 2005² (hereinafter "the ACP-EU Partnership Agreement") and as amended for the second time in Ouagadougou on 22 June 2010

¹ OJ EC L 317, 15.12.2000, p. 3.

² Agreement amending the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States, of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 (OJ EU L 209, 11.8.2005, p. 27)."

but:

"Partnership Agreement between the members of the African, Caribbean and Pacific Group of States, of the one part, and the European Community and its Member States, of the other part¹, **as last amended.**

¹ OJ EC L 317, 15.12.2000, p. 3."

In some cases, it might however be necessary to give more ample explanations, e.g. when an amendment applies only to some but not all States parties.

Especially in the case of international conventions that have many contracting parties and which are regularly revised, the term "revision" can be more appropriate than the term "amendment"

Example:

Convention for the Protection of Literary and Artistic Works signed on September 9, 1886, **including any of its revisions;**

8. Declarations

Declarations concerning an agreement - when they are published - are usually reproduced in the Official Journal directly after the text of the agreement, but are **not** included in an Annex to the agreement. **Joint declarations** by **all** contracting parties may however be included in an Annex to the agreement, **when a reference is made to them in the text of the agreement itself.**

9. Corrigenda (COR)

This section concerns corrigenda (COR) established during the internal procedure before the signing of an **agreement**.

For corrigenda of procedural **decisions** concerning agreements, the normal rules for corrigenda of legal acts of the Council apply. For the **agreement** concerned itself however, a special format is to be used.

Instead of replacing single words or paragraphs of a text, a whole page needs to be replaced.

The following wording is usually used:

Page(s) ... shall be replaced by the attached page(s).

The page number to be used is not a number generated by Word on the document, but the individual number of the act or of the annex, protocol etc. in question.

Example:

Page CE/SE/INT/P2/ANNEX II/en 134 shall be replaced by the attached page.

C. GENERAL REMARKS THAT CONCERN ALL COUNCIL TEXTS (AGREEMENTS, MOUS AND RELATED DECISIONS).

[General provisions to be inserted here]

PART III
EXAMPLES AND STANDARD CLAUSES

1. Standard clauses

- a) Standard recital for decisions for the conclusion of an Agreement the whole or part of which relates to Justice and Home Affairs

[new text to be inserted]

- b) Text of invoice declaration

"English version

The exporter of the products covered by this document (customs authorisation No ... ⁽¹⁾) declares that, except where otherwise clearly indicated, these products are of ... ⁽²⁾ preferential origin.

[*other versions*]

.....⁽ⁱ⁾

(Place and date)

.....⁽ⁱⁱ⁾

(Signature of the exporter. In addition the name of the person signing the declaration has to be indicated in clear script)

-
- (1) When the invoice declaration is made out by an approved exporter, the authorisation number of the approved exporter must be entered in this space. When the invoice declaration is not made out by an approved exporter, the words in brackets shall be omitted or the space left blank.
 - (2) Origin of products to be indicated. When the invoice declaration relates, in whole or in part, to products originating in Ceuta and Mellila, the exporter must clearly indicate them in the document on which the declaration is made out by means of the symbol "CM".
 - (i) These indications may be omitted if the information is contained on the document itself.
 - (ii) In cases where the exporter is not required to sign, the exemption from signature also implies the exemption from the obligation to indicate the name of the signatory."

c) Territorial clause

"This Treaty (Agreement/Convention) shall apply, on the one hand, to the territories in which the [Treaty on European Union and the] Treaty on the Functioning of the European Union [and the Treaty establishing the European Atomic Energy Community] is [are] applied and under the conditions laid down in that Treaty [those Treaties] and, on the other hand, to the territory of (*the Republic/Kingdom/...*) of".¹

d) Standard wording concerning the succession of the Community by the Union (only to be used where necessary, e.g. for the Council decision on conclusion where the agreement was signed before the Treaty of Lisbon entered into force).

Recital:

(...) As a consequence of the entry into force of the Treaty of Lisbon on 1 December 2009, the European Union has replaced and succeeded the European Community.

¹ Normally, only the Treaty on the Functioning of the European Union needs to be cited. Only in agreements that are based on Article 37 of the Treaty on European Union (CFSP) do both Treaties need to be cited. If the European Atomic Energy Community is also a Contracting Party to the Agreement, the EURATOM Treaty has to be mentioned as well.

Article

The President of the Council is hereby authorised to designate the person(s)¹ empowered to sign the Agreement on behalf of the Union subject to its conclusion and to make the following [*declaration / notification*] [, which is attached to the [(*Final Act of the Agreement*/...)]]:

or

The President of the Council shall, on behalf of the Union, make the following notification:

(See below "declaration")

Declaration:

"As a consequence of the entry into force of the Treaty of Lisbon on 1 December 2009, the European Union has replaced and succeeded the European Community and from that date exercises all rights and assumes all obligations of the European Community. Therefore, references to 'the European Community' [or to "*the Community*"] in the text of the [*Agreement* /...] are, where appropriate, to be read as to 'the European Union' [or to '*the Union*'].

[to be completed]

¹ It is standard practice to use "person(s)", indicating both singular and plural.