EUROPEAN COMMISSION

Brussels, 25.10.2010
COM(2010) 606 final

2010/0300 (NLE)

Proposal for a

COUNCIL DECISION

on the conclusion of the Agreement on the Protection and Sustainable Development of the Prespa Park Area

EXPLANATORY MEMORANDUM

1. The European Union has a long-standing legislation protecting its waters, starting in the1970s and culminating in the 2000 Water Framework Directive (WFD)[1], establishing the objective of protection of all waters (rivers, lakes, groundwaters and coastal waters) and providing for coordination of efforts within shared river basins, across administrative and political boundaries. Under the WFD, where river basins extend beyond the territory of the Union, Member States shall endeavour to establish appropriate coordination with the relevant non-Member States, with the aim of achieving the objectives of the WFD throughout the river basin district.[2] Where coordination takes the form of an international agreement, participation of the European Union as a Party is necessary to the extent that the agreement covers matters falling within the Union's competence.

2. The Commission received an authorisation from the Council in 2006, based on Articles 175 and 300(1) of the EC Treaty to participate, on behalf of the European Community with regard to the matters within the Community's field of competence, in the negotiations aiming at the conclusion of international river basin agreements in relation to river basins shared amongst others between Greece on the one hand and Albania, FYROM and/or Turkey on the other hand.[3]

3. The Prespa Park Area was designated as a transboundary protected area under the Declaration of 2 February 2000 by the Prespa countries,[4] and it is the first transboundary protected area in south-eastern Europe. The Prespa Lakes and their surroundings are a unique natural area with high ecological significance, which can only be preserved through a holistic approach at basin level.

4. Enhanced cooperation through international agreements similar to existing successful Conventions, such as those for the Protection of the Danube River[5] and for the Protection of the Rhine River[6] supports Member States in their efforts to fully and effectively implement EU water legislation and contributes to a common understanding and shared priorities with third countries for the use of available funding instruments.

5. The Agreement on the Protection and Sustainable Development of the Prespa Park Area has been negotiated by the European Commission, Greece, Albania and FYROM and constitutes an upgrade of the existing cooperation in the area while holding the potential to contribute to the successful implementation of the WFD.

---

1 Directive 2000/60/EC of the European Parliament and of the Council establishing a framework for Community action in the field of water policy, OJ L327 of 22.12.2000.

2 Article 3(5) of Directive 2000/60/EC.

3 Council Decision of 27 June 2006 on the participation of the European Community in negotiations aiming at the conclusion of international river basin agreements to improve cooperation in European river basins shared between certain Member States and Third Countries.

4 Albania, FYROM and Greece.

5 Council Decision of 24 November 1997 concerning the conclusion of the Convention on cooperation for the protection and sustainable use of the river Danube, OJ L 342 of 12.12.1997.

6 Council Decision of 7 November 2000 concerning the conclusion, on behalf of the Community, of the Convention for the Protection of the Rhine, OJ L 289 of 16.11.2000.

It is therefore appropriate for the Union to conclude the Agreement on the Protection and Sustainable Development of the Prespa Park Area.

2010/0300 (NLE)

Proposal for a

COUNCIL DECISION

of …

on the conclusion of the Agreement on the Protection and Sustainable Development of the Prespa Park Area

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 192 (1) in conjunction with Article 218 (6)(a), thereof,

Having regard to the proposal from the Commission[7],

Having regard to the consent of the European Parliament[8],

Whereas:

(1) The EU Water Framework Directive[9] requires, where river basins extend beyond the territory of the Community, Member States to endeavour to establish appropriate coordination with the relevant non-Member States, with the aim of achieving the objectives of the Directive throughout the river basin district.

(2) On 27 June 2006, the Council adopted a decision[10] authorising the Commission, on behalf of European Community, to negotiate the conclusion of international river basin agreements to improve cooperation in European river basins shared between certain Member States and third countries.

(3) The Prespa Lakes and their surroundings are a unique natural area with high ecological significance, which can only be preserved through a holistic approach at basin level.

(4) The Agreement on the Protection and Sustainable Development of the Prespa Park Area has been negotiated by the European Commission, Greece, Albania and FYROM and constitutes an upgrade of the existing cooperation in the area while holding the

---

7 OJ C […], […], p. […].

8 OJ C […], […], p. […].

9 Directive 2000/60/EC of the European Parliament and of the Council establishing a framework for Community action in the field of water policy, OJ L327 of 22.12.2000.

10 Council Decision of 27 June 2006 on the participation of the European Community in negotiations aiming at the conclusion of international river basin agreements to improve cooperation in European river basins shared between certain Member States and Third Countries.

potential to contribute to the successful implementation of the EU Water Framework Directive.

(5) The Agreement should be concluded;

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement on the Protection and Sustainable Development of the Prespa Park Area is hereby concluded.

The text of the Agreement to be concluded is set out in the Annex to this Decision.

Article 2

The President of the Council shall designate the person empowered to proceed, on behalf of the European Union, to the notification provided for in Article 18 of the Agreement, in order to express the consent of the European Union to be bound by the Agreement.

Article 3

This Decision shall enter into force on the date of its adoption. It shall be published in the *Official Journal of the European Union*.

The date of entry into force of the Agreement shall be published in the *Official Journal of the European Union*.

Done at

For the Council
The President
[…]

ANNEX

Agreement on the Protection and Sustainable Development

of the Prespa Park Area

The Ministries of the Environment of the three States sharing the Prespa Lakes Area and the European Union, hereinafter referred to as "The Parties",

Mindful of the Declaration of the Prime Ministers of the three States of 2 February 2000 on the Creation of the Prespa Park and the Environmental Protection and Sustainable Development of the Prespa Lakes and their Surroundings;

Recalling the Joint Statement of the Prime Ministers of the three States sharing the Prespa Lakes basin of 27 November 2009 at Pyli;

Considering that the Prespa Lakes and their surrounding basin are a unique natural area whose geomorphological, ecological, biodiversity and cultural significance is of international importance, as a vital habitat for the conservation of numerous rare and/or endemic fauna and flora species, as a nesting place of globally threatened birds, and as a depository of significant archaeological and traditional heritage;

Recognising their common responsibility for the conservation of the Prespa Lakes basin ecosystem and its components as well as for its natural beauty, as a basis for the economic and social well being of its inhabitants and for creating economic development opportunities (including agriculture, fisheries and tourism);

Convinced that only through adopting a holistic approach at the basin level can they ensure and maintain the biodiversity, the key functions and the human benefits of the Prespa Lakes basin;

Aware that individual actions of countries are not sufficient to bring about conservation of the ecosystems of Prespa and its cultural heritage, while improving the standard of living of its inhabitants;

Wishing to enhance cooperation among competent authorities and stakeholders in the three States in order to maintain and protect the unique ecological values of the Prespa Lakes basin and prevent and/or reverse the causes of its habitat degradation, as requested by the Declaration of the Prime Ministers of 2 February 2000;

Resolved to explore appropriate management methods for the sustainable use and protection of the Prespa Lakes water and freshwater ecosystems, as requested by the Declaration of the Prime Ministers of 2 February 2000, and in accordance with the requirements of the EU Water Framework Directive 2000/60/EC and related Directives;

Aware of the long history of human use of the area and the compatibility of traditional uses with nature conservation;

Confirming their commitment to the sustainable development of the Prespa Lakes basin that can be brought about in a coherent way through transboundary cooperation, in accordance with the principles of the European Union's integration process;

Taking note of the Drin dialogue initiated in 2009 amongst competent authorities and stakeholders towards the development of a shared vision for the sustainable management of the Drin basin and the promotion of transboundary cooperation;

Bearing in mind the relevant provisions of international legal instruments in force in the field of environmental protection to which they are parties or signatories;

Recalling the bilateral agreements in force between the Parties concerning co-operation in the field of environmental protection and sustainable development;

Bearing in mind that one of the Parties is a Member State of the European Union, one is a candidate country for EU membership and one is potential candidate country for EU membership and that the latter two have also concluded a Stabilization and Association Agreement with the EU;

Recognising the differentiated but complementary capacity of governmental and non-governmental organisations in the three State Parties with respect to the conservation and management of the Prespa area;

Taking into account the experience gained from the trilateral cooperation in the framework of the Prespa Park since 2000 through the operation of the interim Coordination Committee and its Secretariat;

Taking into account the Strategic Action Plan for the Sustainable Development of the Prespa Park elaborated within the framework of the interim Coordination Committee and its Secretariat;

Have agreed as follows:

Part One - General Provisions

Article 1 – Definitions

For the purposes of this Agreement:

- The "Prespa Park Area" (the "Area") is the geographical area in the territory of the three States included in the basin of the Prespa Lakes, comprising surface and properly assigned groundwaters, and designated as a transboundary protected area under the Declaration of 2 February 2000.

- "Transboundary Impact" means any effect on the environment within an area under the jurisdiction of a Party, including adverse effects on human health and safety, flora, fauna, soil, air, water, climate, landscape and historical monuments or other physical structures or the interaction among these factors, as well as effects on cultural heritage or socio-economic conditions, resulting from alterations to those factors, caused by a change the physical origin of which is situated wholly or in part within the area under the jurisdiction of another Party.

Article 2 - Objective of the Agreement

The Parties shall cooperate in order to ensure an integrated protection of the ecosystem and the sustainable development of the Prespa Park Area, including the development of integrated river basin management plans, according to international and European Union standards.

Part Two - Principles of Cooperation

Article 3 - Basic obligations

1. For the fulfilment of the objectives of Article 2, the Parties shall take the necessary measures and apply best available techniques, individually and in cooperation on the basis of sovereign equality, territorial integrity, mutual benefit, and good faith, to:

   (a) Manage prudently the water quality and quantity of the Prespa Lakes giving special attention to the water level of both lakes;

   (b) Prevent, control and reduce pollution of the waters in the Prespa Lakes Area;

   (c) Protect and conserve the biodiversity of the Area by protecting especially the endemic, rare, threatened or endangered species of flora and fauna and by restoring and managing sensitive habitats as well as ecosystems and ecosystem services, on the basis of international and EU legislation including Directive 92/43/EEC and Directive 2009/147/EC, and EU Biodiversity Policy;

   (d) Protect the soil from erosion, depletion, infections and pollution;

   (e) Ensure, promote and control the prudent use of natural resources and the sustainable development of the Prespa Park Area;

   (g) Prevent introduction and breeding of alien animal and plant species;

   (h) Effectively regulate the activities which cause or may cause negative impact in the Prespa Lakes Area in order to prevent or minimise such effects.

2 To this end, the Parties shall:

   (a) Design and implement integrated management plans and programmes for the protection and sustainable development of the Area, in accordance with the Strategic Action Plan for the Sustainable Development of the Prespa Park;

   (b) Develop coherent strategies for spatial, urban and other land-use plans as well as protected area management plans, in order to ensure the watershed's land management according to the principle of sustainable development and to the increased protection required for the Area, on the basis of international and EU legislation including Directive 92/43/EEC and Directive 2009/147/EC;

   (c) Approve and apply faithfully the environmental standards and criteria for the watershed as described in Article 4;

   (d) Adopt and implement legal, administrative, economic, financial and technical measures in order to ensure:

      i The application to the maximum possible extent of sustainable agriculture and low-impact animal breeding based on the Area's carrying capacity and fishing rules compatible with the prudent use concept;

      ii The management of household and agricultural waste according to best available techniques;

iii The amelioration and modernisation of road and communication networks and other social infrastructure and services in a manner consistent with the protection of biodiversity, the conservation of the protected areas and the sustainable development of the Prespa Park Area.

(e) Facilitate the regular exchange of ideas among the Parties, conserve traditional architecture and monuments, develop and implement a joint strategy for the touristic development of the Area, and promote public awareness and environmental education as a means for reaching local solutions;

(f) Expedite the full and effective realisation of the watershed community individuals' rights of access to environmental information, public participation in decision-making in environmental matters, and access to justice in such matters;

(g) Establish and maintain an effective, common standard system of monitoring in order to observe, manage and control the environmental state of the Lakes and their watershed;

(h) In case of contingencies, adopt common measures to quickly evaluate and mitigate them.

Article 4 - Environmental standards and criteria

1. The Parties to this Agreement, with the assistance of the Committee described in Article 10, shall set out the exact criteria, standards, limits and objectives for the protection, conservation and development of the Area in accordance with the objectives of Article 2.

2. For this purpose, the Parties shall take appropriate steps to:

(a) Implement the legal commitments stemming from international and EU norms and standards for the protection and conservation of the Lakes and their watershed;

(b) Adjust relevant national environmental standards and criteria to local conditions and requirements of the watershed;

(c) Require the use of the best available technology and contemporary environmental practices.

Article 5 - Sustainable water management

The Parties agree to cooperate on the management of the waters of the Prespa Park Area in a sustainable manner. This includes integrated management of surface and groundwater resources at basin level, on the basis of Directive 2000/60/EC and related Directives, that shall provide for:

(a) Water in sufficient quantity and of appropriate quality for drinking purposes;

(b) Water in sufficient quantity and of appropriate quality for the preservation, protection, and, if necessary, restoration of natural aquatic ecosystems, including wetlands, and their functions;

(c) Water in sufficient quantity and of appropriate quality for other legitimate uses contributing to sustainable economic and social development of local societies, taking into account the need to adapt to possible impacts of climate change;

(d) Rehabilitation or alleviation of the negative impacts of past hydrological interventions, with special emphasis on the River Devolli - Lake Micro Prespa system;

(e) Protection against detrimental effects of water (flooding, erosion etc) using best available techniques;

(f) Resolution of conflicts of interest caused by different uses; and

(g) Effective control of the water management regime that shall be established.

To that effect, the Parties will set up the Working Group on Water as laid down in Art. 14.

Article 6 - Exchange of data and information

The Parties will organise a formal system for regular exchange of information among their competent authorities in order to assist in achieving effective protection of the Prespa Park Area, including exchange of:

(a) qualitative and quantitative data on water, aquatic ecosystems, and important habitats and species;

(b) experience gained through the application of best available techniques and results of research and development in the fields of wetland protection, water management, and measures for prevention, reduction and control of pollution.

Article 7 - Transboundary impact

The Parties shall cooperate with a view to agree measures aimed at securing the integrity of the environment, and especially water, in the Area and the elimination or reduction of transboundary impacts on the environment caused by human activities. In particular, they shall cooperate on developing and applying appropriate environmental impact assessment procedures in the Area, in accordance with the Espoo Convention on environmental impact assessment in a transboundary context, to which they are parties.

Article 8 - Cooperation with international organisations and donors

In implementing this Agreement, the Parties shall seek partners locally, nationally and internationally, and will especially cooperate with:

– The Ramsar Convention and the MedWet Initiative;

– UNDP;

– GEF;

– Bilateral donors active in the region, such as KfW, GTZ and SDC;

– UNESCO;

– IUCN;

– Institutions of the European Union;

– and others

Part Three - Mechanisms of Cooperation

Article 9 - High-level segment

The Ministers of Environment of the three State Parties and the representative of the EU shall meet regularly to review progress in the implementation of this Agreement and in achieving the objectives of Article 2, to review the work of the Prespa Park Management Committee and subsidiary organs, to set the agenda of joint activities in the Prespa Park Area for the coming period, and to provide political guidance. These meetings will take place at least once every two years, unless otherwise decided by the Parties, or at the written request of any Party, at a venue rotating between the three State Parties.

Article 10 - Prespa Park Management Committee

1. In order to ensure effectiveness in the achievement of the objectives and commitments specified in this Agreement, the Parties hereby establish the Prespa Park Management Committee.

2. The Prespa Park Management Committee shall have the international legal capacity of a plurilateral institution necessary for the exercise of its functions, including keeping relations with donors in order to secure projects and donations, which will be used for the implementation of this Agreement.

3. The Prespa Park Management Committee shall have the following composition:

   (a) One representative of the Ministry of Environment of each State Party and one representative of the European Union;

   (b) One representative from the local communities in the Prespa region from each State Party;

   (c) One representative of the environmental non-governmental organisations (NGOs) from each State Party, with significant local activities in the Prespa area;

   (d) One representative of the local protected area management authorities from each State Party;

   (e) One permanent observer from the MedWet Initiative of the Convention on Wetlands (Ramsar);

   (f) One permanent observer from the Ohrid Management Committee.

The Parties' representatives in the Committee shall be formally nominated within three months from the entry into force of this Agreement.

4. The Committee shall meet on a regular basis (twice a year). An extraordinary Committee meeting shall be called at the request of any of the Parties.

5. Each calendar year the venue of the regular meetings will rotate among the three State Parties. Therefore, two consecutive ordinary meeting will be held in each State every three years. Preferably, regular meetings should be held in the Prespa region.

6. The meetings shall be chaired by the representative of the State Party in which they are held. The term of the chair follows the annual rotation of paragraph 5.

7. The work of the Committee will be carried out in English.

8. At its first meeting, the Committee shall approve its internal rules of organisation and procedure.

9. The Committee may invite experts to participate at its meetings, depending on the theme of the meeting, and may form working groups on specific issues composed of experts and officials. The first working group is established under this Agreement (Art. 14) on water management issues.

10. Four years after the beginning of its operation, the functioning and effectiveness of the Prespa Park Management Committee will be reviewed by the High-level Segment of Article 9 and, if necessary, its composition and terms of reference will be adjusted in accordance with Article 17 of this Agreement.

Article 11 - Functions of the Management Committee

The Prespa Park Management Committee shall:

1. Monitor and coordinate the activities carried out for the protection and sustainable development of the Prespa Park Area in the implementation of this Agreement and of the Strategic Action Plan for the Sustainable Development of the Prespa Park.

2. Identify and recommend to the Parties and other interested actors next steps and necessary actions, measures and activities for the implementation of this Agreement, and invite them to cooperate, to coordinate and carry out joint projects. More specifically, the Committee shall assist the Parties in implementing and strengthening the effectiveness of this Agreement by providing recommendations and opinions on:

   (a) The drafting and application of standards, environmental criteria and requirements, which will serve as the basis for accomplishing integrated protection and sustainable development of the Lakes and their watershed;

   (b) The completion of the regulatory framework of the watershed area, including spatial plans and protected area regulations and management plans;

   (c) The drafting and application of strategies, integrated management plans and programmes to be implemented in the Prespa Park Area, which affect or may affect the achievement of the objectives of this Agreement;

(d) The application of a programme of effective monitoring in order to observe, manager and control the state of environment and the status of surface and ground water bodies;

(e) The definition of priority directions and programmes of scientific study and research for the protection and sustainable development of the Prespa Park Area and the promotion of publication of expert information;

(f) The gathering, elaboration and publication of environmental information on the Prespa Lakes Area;

(g) The promotion of public, NGO and other stakeholders' participation in the protection of the Lakes and their watershed.

3. Facilitate the coordination of planning and activities with transboundary relevance by local protected area management bodies in the three States involved.

4. Evaluate the results of ongoing actions according to the objectives of Article 2, and disseminate its findings widely.

5. Serve as the steering body for GEF and other similar programmes and projects concerning the Area.

6. Identify and propose possible funding sources at a national, European and international level for necessary actions, measures and projects.

7. Gather any available information related to the Lakes and their watershed, ask for and receive proposals from governmental institutions, bodies and NGOs in order to improve its work and to increase the commitment of the Parties to the implementation of the Agreement.

8. Prepare and publish an annual report on the state of the environment for the Prespa Park Area, which will include one section where the Committee's work would be described.

9. Liaise with the Ohrid Management Committee, acquire observer status at its meetings and coordinate action in order to achieve the best results in the protection and sustainable development of the wider region.

10. Contribute as appropriate to the process for the sustainable management of the extended Drin basin dialogue.

11. Contribute to the mobilisation of resources of the Parties and the international community, as appropriate, to manage the risks and mitigate the negative impacts, in case of unexpected events, such as floods, forest fires and other natural or anthropogenic catastrophes as well as to protect the vulnerable ecosystems of the Area and their functions and services from the effects of climate change.

Article 12 - Decisions of the Management Committee

1. The Committee shall decide by consensus. In case consensus is not reached, the issue shall be referred for settlement to the High-level Segment.

2. The Committee shall address its recommendations to the Parties.

3. Each Party shall implement the Committee recommendations in accordance with domestic law and shall report regularly to the Committee on measures taken for their implementation.

4. In the event that a Party is unable or only partly able to implement a Committee recommendation, it shall inform the Committee to this effect, explain the reasons for the non-implementation and propose the modalities and the timing for implementation.

5. The Committee shall keep a register of the decisions taken.

Article 13 – Secretariat

1. The Committee is assisted by a subsidiary technical organ, the Secretariat, in fulfilling its duties.

2. The Secretariat will consist of three persons, one from each State Party, appointed by the Ministry of Environment and headed by an expert in transboundary cooperation on protected areas and river basin management to be chosen by the Committee through an international call for applications.

3. The work of the Secretariat shall be guided by the decisions of the Management Committee and shall be supervised by the Chairperson of this Committee.

4. The Secretariat shall have the following specific tasks to be performed with the limits of budget availability:

   (a) Preparation of the yearly work plan of the Prespa Park Management Committee with detailed budget, and of issue-related work plans (e.g. a communication plan) with detailed budgets and follow-up of their implementation;

   (b) Preparation or assistance in the preparation of meetings held in the framework of this Agreement;

   (c) Facilitation of consultations on policy and other relevant matters related to this Agreement between stakeholders, and consultations at the policy-making and technical level by working groups and/or expert groups;

   (d) Collection, assessment and dissemination of data and information on legislation, measures and activities that have or may have significant effects on the achievement of the objectives of Article 2;

   (e) Follow-up of joint projects;

   (f) Compilation, evaluation, publication and promotion of scientific research and cooperation in the Prespa Park Area;

   (g) Contacts and meetings with donors; preparation or assistance in the preparation of project documents;

(h) Translation of key documents; technical and secretarial support to the local community representatives;

(i) Representation of the Committee in international fora;

(j) Any other duty assigned to it by the Committee.

5. The seat of the Secretariat shall be located in Aghios Germanos, Greece, for a period of four years, on rotating basis, or until it is otherwise decided by the Committee.

6. The Committee is authorised to conclude a Seat Agreement with the host country on the exercise of its functions.

Article 14 - Working Group on Water Management

1. The Prespa Park Management Committee will establish a Working Group on Water Management, according to the provisions of Article 10.

2. The State Parties, after consultation, shall nominate authorities and bodies competent for water management in the part of the Prespa Park within their territories as members of this Working Group and inform on such nomination the chairperson of the Prespa Park Management Committee.

3. The Working Group on Water Management will propose recommendations based on the principles of integrated river basin management, as reflected in the EU Water Framework Directive (2000/60/EC), for the adoption of the Management Committee.

4. The specific tasks and mandate of the Working Group will be defined through consultations between the State Parties.

5. The operational costs of the Working Group on Water Management (participation in and organisation of meetings) shall be covered for a period of four years after the entry into force of this Agreement, by the Hellenic Ministry of Environment, Energy and Climate Change.

Article 15 – Expenses of Joint Bodies

1. The implementation of the work plan of the Prespa Park Management Committee shall be financed by regular annual contributions of the Parties and from other sources.

2. Each Party shall in principle bear the expenses associated with the participation of its national members in the meetings of the Committee, the Secretariat and working groups, with the exception of article 14 (5).

3. The Party in whose territory a Committee meeting will be organised shall bear the cost of organising the meeting.

4. The Secretariat will prepare an annual budget covering its costs and submitted for approval to the Committee, which shall be financed by regular annual contributions of the State Parties and from other sources. Office facilities will be provided by the Party where the Secretariat is located, normally outside the budget.

Part Four – Dispute Settlement

Article 16

In case of a dispute between the Parties regarding the interpretation or application of this Agreement, the Parties shall seek a solution by negotiation–or by any other means of international dispute settlement acceptable to them.

Part Five - Final Provisions

Article 17 - Amendments to the Agreement

1. Any Party may propose amendments to the present Agreement.

2. Any amendment to the present Agreement shall be agreed by consensus. Amendments shall enter into force in accordance with the procedure set forth in paragraph 2 of Article 18.

Article 18 - Entry into force

1. This Agreement will be subject to ratification according to the domestic procedures of each Party.

2. This Agreement shall enter into force on the day of reception of the last written notification by which the Parties shall notify each other the ratification of the Agreement.

Article 19 - Relation with other Agreements

1. Nothing in the present Agreement shall affect the rights or obligations of a Party arising from any agreement that is in force on the date on which this Agreement comes into force. Nothing in this Agreement shall affect the rights or obligations of a Party arising from EU law.

2. For the implementation of this Agreement the Parties may enter into bi- or trilateral agreements or arrangements, which shall not be in conflict with this Agreement.

Article 20 - Duration and Withdrawal

This Agreement shall remain in force indefinitely unless one of the Parties, through diplomatic channels, notifies its wish to withdraw from it, in which case the Agreement shall be terminated six months after the date of such written notification. Unless otherwise agreed, such a termination shall not affect the validity of any ongoing arrangements or projects made under this Agreement,

Done at Pyli, on the 2nd of February 2010, in four original copies in the English language, all being equally authentic.

IN WITNESS THEREOF the undersigned, being duly authorised thereto, have signed this Agreement.