



Strasbourg, 9 April 1999

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**CDL-JU (99) 8**  
**Or. Fr.**

**EUROPEAN COMMISSION FOR DEMOCRACY THROUGH LAW**

(VENICE COMMISSION)

**AGREEMENT  
BETWEEN  
THE ASSOCIATION OF CONSTITUTIONAL COURTS  
USING THE FRENCH LANGUAGE (ACCPUF)**

**AND**

**THE EUROPEAN COMMISSION FOR DEMOCRACY  
THROUGH LAW  
OF THE COUNCIL OF EUROPE**

The Association of Constitutional Courts using the French Language (hereinafter “the Association”) and the European Commission for Democracy through Law (hereinafter “the Commission”) being the parties to this Agreement (hereinafter “the Parties”);

Whereas the Parties, in their activities, bring together constitutional courts and equivalent institutions (hereinafter “the Participants”);

Having regard to their interest in developing constitutional justice;

Whereas co-operation between them is an important means of pursuing the aims laid down in their respective statutes;

Convinced that exchange of information between the Association and the Commission will enable the Participants to establish closer co-operation;

Aware that a number of the Participants are involved in the work of both the Commission and the Association;

Having regard to the fact that the Parties produce bulletins on constitutional case-law and maintain databases;

Recognising the fruitfulness of their co-operation to date and wishing to develop it and to pool their experience, and

Mindful of the decisions taken by the 14th meeting of the Sub-Commission on Constitutional Justice (hereinafter “the Sub-Commission”) with the liaison officers, in Ljubljana on 15 June 1998, by the Second Congress of the Heads of Institutions of the Association, in Beirut on 10-13 September 1998, and by the Commission’s 36th plenary meeting, in Venice on 16-17 October 1998, authorising such co-operation,

Agree as follows:

## **Section I: General terms**

### **Article 1**

The purpose of this Agreement is to facilitate exchange of information between the Participants and enable the Association to use, for its bulletin and database on constitutional case-law, the Systematic Thesaurus compiled by the Commission for its *Bulletin on Constitutional Case-Law* and CODICES.

### **Article 2**

The Parties undertake to fulfil all the obligations deriving from this Agreement.

## **SECTION II: The Parties' obligations**

### **Article 3**

The Commission undertakes to:

- a) transmit to the Association its Systematic Thesaurus;
- b) allow the Association to use the whole Systematic Thesaurus and the structure of its *Bulletin on Constitutional Case-Law* for the Association's bulletin and database;
- c) notify the Association promptly of any change in the Systematic Thesaurus;
- d) make available to the Association a computer data input mask for editing contributions to its bulletin.

### **Article 4**

The Association's right to use the Systematic Thesaurus shall not include any right to change it or to use parts of it or disseminate it, except as provided for in this Agreement, without the Commission's prior authorisation in writing.

### **Article 5**

The Association undertakes:

- a) to use the Systematic Thesaurus of the *Bulletin on Constitutional Case-Law* in accordance with the conditions laid down in this Agreement;
- b) to respect the Commission's exclusive right to make changes to the Systematic Thesaurus;
- c) when using the Systematic Thesaurus and the structure of the *Bulletin on Constitutional Case-Law* in its bulletin and database, to indicate their origin in the following ways:
  - by including the Commission's logo (the lion of St Mark surrounded by stars) and the words "Venice Commission" on the cover page of the Association's bulletin and the cover of its CD-ROMs and on the home page of its database on the Internet;
  - by inserting the words "in co-operation with the Venice Commission and the liaison officers of the constitutional courts and equivalent institutions participating in its work" in the introduction to the Association's bulletin and database (both the CD-ROM and Internet versions);
  - by adding, as a footnote at the beginning of that part of the Association's bulletin and database that includes the Systematic Thesaurus, the words "Compiled by the

Venice Commission and the liaison officers of the constitutional courts and equivalent institutions participating in its work”;

- d) to ensure that the Commission’s copyright is recognised when information contained in the Association’s bulletin or database is published;
- e) to ensure that the Commission’s copyright in the data input mask is recognised.

### **Article 6**

The Commission undertakes to invite a representative of the Association to meetings of the Sub-Commission with the liaison officers. The Association undertakes to invite a representative of the Commission to its meetings.

### **Article 7**

Each Party undertakes to make its bulletin and database available to the other Party’s Participants or members free of charge. The Commission’s *Bulletin on Constitutional Case-Law* and CODICES shall be sent to the courts and bodies for constitutional supervision that are members of the Association; the courts that take part in the work of the Sub-Commission and the members of the Commission shall, if they wish, receive the Association’s publications regularly.

To this end, each Party shall make available to the other the necessary address labels.

### **Article 8**

If the Association considers that any addition or amendment to the Systematic Thesaurus is necessary, it shall submit the proposed change, via its representative or one of the liaison officers of the courts participating in the work of both Parties, to a Sub-Commission meeting with the liaison officers.

Any new version of the Systematic Thesaurus shall be adopted by the Sub-Commission at a meeting with the liaison officers and shall then apply in full to both Parties as from such adoption.

## **SECTION III: Final provisions**

### **Article 9**

This Agreement is entered into for an unspecified period.

**Article 10**

Either of the Parties may terminate this Agreement by giving notice in writing.

If the Agreement is terminated, the rights and obligations that derive from it, and particularly the Association's right to use the Systematic Thesaurus, shall cease to exist.

**Article 12**

In accordance with Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe, any dispute concerning the application of this Agreement that cannot be settled amicably between the Parties shall be submitted to arbitration under Rule No. 481 of the Secretary General, approved by the Committee of Ministers, which is appended to and forms part of this Agreement.

**Article 13**

This Agreement shall come into force after it has been approved by the competent bodies of the two Parties and signed by the representatives of the Association and the Commission.

The Agreement shall be established in two copies, in French.

Done at Vaduz on 30 April 1999

**Annex****RULE No. 481**

The Secretary General of the Council of Europe,

Having regard to the Statute of the Council of Europe, of 5 May 1949, and in particular its Articles 11 and 40,

Having regard to the General Agreement on Privileges and Immunities of the Council of Europe signed on 2 September 1949, and in particular its Articles 1, 3, 4 and 21, as well as the Special Agreement relating to the seat of the Council of Europe signed on 2 September 1949,

Considering that it is appropriate to determine the arbitration procedures for any disputes between the Council and private persons regarding supplies furnished, services rendered or immovable property purchased on behalf of the Council,

Having regard to the decision of the Committee of Ministers of the Council of Europe at the 253<sup>rd</sup> meeting of the Deputies,

Decides

*Article 1*

Any dispute relating to the execution or application of a contract covered by Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe shall be submitted, failing a friendly settlement between the parties, for decision to an Arbitration Board composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators ; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.

*Article 2*

However, the parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.

*Article 3*

The Board referred to in Article 1 or, where appropriate, the arbitrator referred to in Article 2 shall determine the procedure to be followed.

*Article 4*

If the parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide *ex aequo et bono* having regard to the general principles of law and to commercial usage.

*Article 5*

The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

Strasbourg, 27 February 1976

Georg KAHN-ACKERMANN  
Secretary General