



**COUNCIL OF
THE EUROPEAN UNION**

**Brussels, 26 September 2013
(OR. en)**

13972/13

**Interinstitutional File:
2013/0164 (COD)**

LIMITE

**ESPACE 68
CODEC 2102
COMPET 675
RECH 418
IND 260
TRANS 488
MI 794
ENER 429
ENV 852
COSDP 892
CSC 103
TELECOM 244**

NOTE

From:	General Secretariat of the Council
To:	Delegations
No. prev. doc.:	13388/13 ESPACE 59 CODEC 1962 COMPET 629 RECH 392 IND 244 TRANS 463 MI 731 ENER 404 ENV 809 COSDP 828 CSC 94 TELECOM 226
No. Cion doc.:	10275/1/13 REV 1 ESPACE 37 CODEC 1272 COMPET 375 RECH 213 IND 168 TRANS 288 MI 477 ENER 239 ENV 484 COSDP 498 CSC 53 TELECOM 146
Subject:	Proposal for a Regulation of the European Parliament and of the Council establishing the Copernicus Programme and repealing Regulation (EU) No. 911/2010 - Presidency text

With a view to the SPACE Working Party on 1 October 2013, delegations will find attached a revised draft Presidency compromise proposal on the Proposal for a Regulation of the European Parliament and of the Council establishing the Copernicus Programme and repealing Regulation (EU) No. 911/2010.

Changes are indicated in **bold underlined** and in ~~striketrough~~ in comparison with doc. 13388/13 and they concern only the Articles.

Proposal for a¹

REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL
establishing the Copernicus Programme and repealing Regulation (EU) No 911/2010

(Text with EEA relevance)

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 189(2) thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national Parliaments,

Having regard to the opinion of the European Economic and Social Committee²,

Having regard to the opinion of the Committee of the Regions³,

Acting in accordance with the ordinary legislative procedure,

Whereas:

¹ General scrutiny reservation by all MS and Commission

² OJ C , , p. .

³ OJ C , , p. .

- (1) Global Monitoring for Environment and Security (GMES) was an Earth monitoring initiative led by the Union and carried out in partnership with the Member States and the European Space Agency (ESA) The origin of GMES date back to May 1998, when institutions involved in the development of space activities in Europe made a joint declaration known as the "Baveno Manifesto". The Manifesto called for a long-term commitment to the development of space-based environmental monitoring services, making use of, and further developing, European skills, and technologies. In 2005, the Union made the strategic choice of developing an independent European Earth observation capacity to deliver services in the environmental and security fields , which resulted ultimately in Regulation (EU) No 911/2010 of the European Parliament and of the Council of 22 September 2010 on the European Earth monitoring programme (GMES) and its initial operations (2011 to 2013)⁴
- (2) Copernicus should be considered as a European contribution to building the Global Earth Observation System of Systems (GEOSS) developed within the framework of the Group on Earth Observations (GEO).
- (3) Based on the results of that initiative, Regulation (EU) No 911/2010 established the European Earth monitoring programme (GMES) and the rules for the implementation of its initial operations.
- (4) While the programme set up under Regulation (EU) No 911/2010 should continue under the new multiannual financial framework, the acronym 'GMES' should be changed to 'Copernicus' in order to facilitate the communication with the public at large. The Commission has registered the trademark so that it can be used by the Union institutions and licensed to other interested users, in particular the providers of core services.
- (5) The objectives of the Copernicus programme are to provide accurate and reliable information in the field of the environment and security, tailored to the needs of users and supporting other Union's policies, in particular relating to the internal market, transport, environment, energy, civil protection, cooperation with third countries and humanitarian aid. It builds on capabilities existing in Europe, complemented by new assets developed in common.

⁴ OJ L 276, 201.10.2010, p. 1.

- (6) The Copernicus programme should be implemented consistently with other relevant Union instruments and action, in particular with environmental and climate change actions, and instruments in the field of security, protection of personal data, competitiveness and innovation, cohesion, research, transport, competition and international cooperation, with the European Global Navigation Satellite Systems (GNSS) programme. Copernicus data should maintain coherence with Member States' spatial reference data and support the development of the infrastructure for spatial information in the Union established by Directive 2007/2/EC of the European Parliament and of the Council of 14 March 2007 establishing an Infrastructure for Spatial Information in the European Community (INSPIRE) . Copernicus should also complement the Shared Environmental Information System (SEIS) and Union activities in the field of emergency response.
- (7) Copernicus is a programme to be delivered under the Europe 2020 strategy for smart, sustainable and inclusive growth. It is to benefit a wide range of Union policies and contribute to reaching the objectives of Europe 2020, in particular by developing an effective space policy to provide the tools to address some of the key global challenges and meet the targets on climate change and energy sustainability.
- (8) The Copernicus programme stands to benefit from the results provided by Horizon 2020, the Union's Framework Programme for Research and Innovation 2014 2020, in particular through its activities in research and innovation for future Earth Observation technologies and applications using remote sensing, airborne and in-situ technologies and data to respond to the grand societal challenges.

- (9) In order to attain its objectives, the Copernicus programme should rely on an autonomous Union's capacity for space borne observations and provide operational services in the field of environment, civil protection and security. It should also make use of the available in situ data provided, namely, by the Member States. The provision of operational services depends on the well functioning and safety of the Copernicus space component. The increasing risk of collision with other satellites and space debris is the most serious threat to the Copernicus space component. Therefore, the Copernicus programme should support actions aimed at reducing such risks, in particular by contributing to the programme established by Decision [XXX] of the European Parliament and the Council establishing a Space Surveillance and Tracking Support Programme .
- (10) The maximum financial envelope needed for the Copernicus actions (2014-2020) is EUR 3 786 million in 2011 prices, allotted in a separate budget chapter under Title 2 of Heading 1a of the Union's General Budget. Staff and administrative expenditures incurred by the Commission in the coordination of the Copernicus programme should be funded from the budget of the Union.
- (11) With a view to improving the implementation of Copernicus and its long-term planning, the Commission should adopt the annual work programme in line with the priorities, objectives and strategies of a multi-annual plan,
- (12) Copernicus should be user driven, thus requiring the continuous, effective involvement of users, particularly regarding the definition and validation of service requirements.
- (13) The international dimension of Copernicus is of particular relevance in the exchange of data and information, as well as in access to observation infra-structure. Such an exchange system is more cost-efficient than data-buy schemes and strengthens the global dimension of the programme.

- (14) The EEA Agreement and the Framework Agreements with candidate and potential candidate countries provide for participation by those countries in Union programmes. Participation by other third countries and international organisations should be made possible by the conclusion of international agreements to that effect.
- (15) Member States, third countries and international organisations should be free to contribute to the programmes on the basis of appropriate agreements.
- (16) The Commission should have the overall responsibility for the Copernicus programme. It should define its priorities and objectives and ensure the overall coordination and supervision of the programme.
- (17) Taking into account the partnership dimension of Copernicus and in order to avoid duplication of technical expertise, the implementation of the programme should be delegated to entities with the appropriate technical and professional capacity.
- (18) In the implementation of the Copernicus programme, the Commission may rely, where duly justified by the special nature of the action and specific expertise of the Union body, on competent Union agencies, such as the European Environment Agency (EEA), the European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union (FRONTEX), the European Maritime Safety Agency (EMSA) and the European Union Satellite Centre (EUSC) or any relevant body potentially eligible for a delegation according to Article 58 of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the annual budget of the Union . The choice of the Union body shall take due account of the cost efficiency of entrusting those tasks and the impact on the body's governance structure and on its financial and human resources

- (19) In order to achieve the objective of Copernicus on a sustainable basis, it is necessary to coordinate the activities of the various partners involved in Copernicus, and to develop, establish and operate a service and observation capacity meeting the demands of users. In this context, a committee should assist the Commission in ensuring the coordination of contributions to Copernicus by the Union, the Member States and inter-governmental agencies, making the best use of existing capacities and identifying gaps to be addressed at Union level. It should also assist the Commission in monitoring the coherent implementation of Copernicus.
- (20) The work of the operators to whom the Commission has delegated tasks should also be measured against performance indicators. This would provide the European Parliament and the Council with an indication of the progress of the Copernicus operations and programme implementation.
- (21) The data and information produced in the framework of the Copernicus programme should be made available to the users on a full, open and free-of-charge basis, in order to promote their use and sharing, and to strengthen Earth observation markets in Europe, in particular the downstream sector, thereby enabling growth and job creation.
- (22) Wherever the access or use of Copernicus or third party data and information may endanger the security of the Union and its Member States or threaten their external relations, the Commission should restrict their availability or limit the licences awarded.
- (23) The question of ownership of the Copernicus space component assets is important and cannot be considered in isolation from the rights and responsibilities that such ownership confers upon the owner. In order to have the right of use, transfer and disposal, the Union should become the owner. In the case of the Sentinel satellites, ownership implies in particular the right to decide upon the data policy and to manage its implementation, to choose the exploitation model and the operator of the Sentinels, and to conclude international agreements with third countries on, among other, sharing satellite data.

- (24) The financial interests of the Union should be protected through proportionate measures throughout the expenditure cycle, including the prevention, detection and investigation of irregularities, the recovery of funds lost, wrongly paid or incorrectly used and, where appropriate, administrative and financial penalties in accordance with Regulation (EU, Euratom) No 966/2012.
- (25) In order to increase the value of Copernicus to users, the Commission should be assisted by representatives of mid and end-users, experts from Member States including from relevant national agencies or by independent experts.
- (26) In order to ensure uniform conditions for the implementation of this Regulation as regards the adoption of the annual work programme, the multi annual plan for the period 2014-2020 and the measures to promote the convergence of Member States in the use of Copernicus data and information and their access to the technology and development in Earth Observation, implementing powers should be conferred on the Commission. Those powers should be exercised in accordance with Regulation (EU) No 182/2011 of the European Parliament and of the Council of 16 February 2011 laying down the rules and general principles concerning mechanisms for control by the Member States of the Commission's exercise of implementing powers.
- (27) So as to inform Member States and respect the impartiality in the decision-making, the advisory procedure should be used for the adoption of measures to promote the convergence of Member States in the use of Copernicus data and information and their access to the technology and development in Earth Observation. The examination procedure should be used for the adoption of the annual work programme and the multi-annual plan for the period 2014-2020 given that that act relates to a programme with substantial implications.

- (28) In order to take into account possible security risks as well as bandwidth and other technical limitations, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of the data requirements necessary for the operational services, the conditions and procedures regarding access to, registration and use of Copernicus data and information, the conditions and procedures for the transmission and use of satellite data transmitted to receiving stations not part of the Copernicus programme and for the archiving of Copernicus data and information, the specific technical criteria necessary to prevent the disruption of the Copernicus data and information system and the criteria for the restriction of dissemination of Copernicus data and information due to conflicting rights or security interests, as well as the criteria for the performance of the security assessment. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level. The Commission, when preparing and drawing up delegated acts, should ensure a simultaneous, timely and appropriate transmission of relevant documents to the European Parliament and to the Council.
- (29) The actions financed under this Regulation should be monitored and evaluated in order to allow for readjustments and new evolutions.
- (30) Since the objective of this Regulation, namely the establishment of the programme Copernicus, cannot be sufficiently achieved by the Member States because it will also comprise pan-European capacity and depend on the coordinated provision of services throughout the Member States that needs to be coordinated at Union level and can therefore, by reason of the scale of the action, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Regulation does not go beyond what is necessary in order to achieve that objective.

- (31) It is therefore necessary to repeal Regulation (EU) No 911/2010 in order to establish an appropriate framework for governance and funding and to ensure a fully operational Copernicus programme from 2014 onwards,

HAVE ADOPTED THIS REGULATION:

Article 1

Subject-matter

This Regulation establishes Copernicus, the Union Earth observation and monitoring programme and lays down the rules for its implementation.

Article 1bis

Scope of Copernicus

1. Copernicus shall comprise the following:
 - (a) a service component ensuring delivery of information in the following areas: atmosphere monitoring, climate change monitoring, emergency management, land monitoring, marine monitoring and security;
 - (b) a space component ensuring sustainable spaceborne observations for the service areas referred to in point (a);
 - (c) an in-situ component ensuring coordinated access to observations through airborne, seaborne and ground-based installations for the service areas referred to in point (a).

2. Appropriate links and interfaces between these components shall be established.

Article 1ter

Definitions

In the context of this regulation,

1. "Dedicated missions" shall mean the space-based missions funded by Union and **European Space Agency (ESA)**, with ~~some~~ contributions from **European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT)**, notably the Sentinel missions ~~to provide~~ **providing** data to the Copernicus services, **referred to in Article 4**, including their ground infrastructure operated under this programme.
 2. "Contributing missions" shall mean space-based missions providing data to the Copernicus services complementing data provided by the dedicated missions.
- 2bis. "Dedicated mission data" shall mean spaceborne data acquired by dedicated missions.
- 2ter "Contributing Mission Data" shall mean data ~~purchased~~ from contributing missions for use in the Copernicus Services.
- 2quater "In Situ Data" shall mean data ~~acquired by~~ **from** ground-, sea- or air-borne sensors and ancillary data (including reference data) for use in the Copernicus Services.

3. "Third party data and information" shall mean data and information created outside the scope of Copernicus and necessary for the implementation of its objectives.

4. "Copernicus data" shall mean dedicated mission data, contributing mission data and in-situ data.

5. "Copernicus information" shall mean products **information** from the Copernicus services following processing or modelling of Copernicus data.

6. "Copernicus user communities" shall mean:

- a) Copernicus Core Users: Union institutions and bodies, European, national, regional or local authorities, entrusted with the definition, implementation, enforcement or monitoring of a public service or policy in areas referred to in Article 1bis (1a);
- b) research users: universities or any other research organisations;
- c) commercial and private users;
- d) any other third party.

Article 2
Objectives

1. Copernicus shall be a **civil**, user' driven programme **under civil control**, building on the existing national and European capacities, as well as ensuring continuity with the activities achieved under the Global Monitoring for Environment and Security (GMES).

2. Copernicus shall contribute to the following general objectives:
 - (a) monitoring of the Earth environment and support to civil protection and civil security efforts **to support and contribute to European policies and global initiatives, such as GEOSS**;

 - (b) maximising socio-economic benefits, thus supporting of the Europe 2020 strategy and its objectives of smart, sustainable and inclusive growth by promoting the use of Earth observation in commercial applications and services;

 - (c) fostering the development of a strong and competitive European space industry and maximising opportunities for European enterprises to develop and provide innovative Earth observation systems and services;

 - (d) ensuring autonomous access to environmental knowledge and key technologies for Earth observation and geoinformation services, thus enabling Europe with independent decision-making and action;

3. In order to attain the general objectives, described under paragraph 2, Copernicus shall have the following specific objectives:

- (a) delivering accurate and reliable data and information, supplied on a long term and sustainable basis enabling the services referred to in ~~paragraph 1(a)~~ of Article 1bis **(1a)** and responding to the requirements of Copernicus **Core users communities**;
- (b) providing a sustainable and reliable access to spaceborne data from an autonomous European Earth observation capacity;
- (c) providing a sustainable and reliable access to in-situ data, relying, in particular, on existing capacities operated at European and national levels, and on global observation systems and networks.

4. The achievement of the objectives shall be measured by the following result indicators:

- (a) increased demand for Copernicus data and information measured by the progression in number of users, by the volume of accessed spaceborne data and added-value information **by the increased number of downstream services**, and by the widening of distribution across Member States and Union bodies;
- (b) use of Copernicus data and information by Union institutions and bodies, international organisations, European, national, regional or local authorities, including the level of user uptake and satisfaction, and the benefits provided to European societies;

- (c) market penetration, including expansion of the existing markets and creation of new markets and competitiveness of the European downstream operators;

(d) sustained availability of Copernicus data supporting the Copernicus services and existence of coherent planning for their future.

Article 4

Copernicus service component

1. The Copernicus service component shall consist of the following services:
 - (a) the atmosphere monitoring service, which shall provide information on air quality on a European scale and of the chemical composition of the atmosphere on a global scale. It shall in particular provide information for air quality monitoring systems run at the local to national scales, and should contribute to the monitoring of atmospheric chemistry climate variables;
 - (b) the marine environment monitoring service, which shall provide information on the state and dynamics of physical ocean and marine ecosystems for the global ocean and the European regional marine areas, in support of marine safety, monitoring of marine environmental, ~~and coastal~~ **and polar** regions, and of marine resources as well as seasonal meteorological forecasting and climate monitoring;
 - (c) the land monitoring service, which shall provide information on land cover, **ice**, climate change ~~variables~~ and biogeophysical variables, including their dynamics in support of the global-to-local environmental monitoring of biodiversity, soil, in-land and coastal water, forests and natural resources, as well as in general implementation of environment, agriculture, development, energy, urban planning, infrastructure and transport policies;

- (d) the climate change service, which shall provide information to increase the knowledge base to support adaptation and mitigation policies. It shall in particular contribute to the provision of Essential Climate Variables (ECVs), climate analyses, projections and indicators at temporal and spatial scales relevant to adaptation and mitigation strategies for the various Union's sectorial and societal benefit areas;
- (e) the emergency management service, which shall provide information for emergency response in relation to different types of disasters, including meteorological hazards, geophysical hazards, deliberate and accidental man-made disasters and other humanitarian disasters, as well as the prevention, preparedness, response and recovery activities;
- (f) the security service⁵, which shall provide information in support of the civil security challenges of Europe improving crisis prevention, preparedness and response capacities, in particular for border and maritime surveillance, but also support for the Union's external action, through detection and monitoring of trans-regional security threats, risk assessment and early warning systems, mapping and monitoring of border areas.

2. ~~In principle, there shall be no priority among these services. Services shall be operated in accordance with the subsidiarity and proportionality principles, fully respecting existing national mandates, notably on official warnings. Therefore, **T**he provision of services shall be decentralised feasible and cost-effective, **and** decentralised, where appropriate, to integrate, at European level, existing space, in-situ and reference data and capacities in Member States, thus avoiding duplication. Procurement of new data that duplicate existing sources shall be avoided, unless the use of existing or upgradable data sets is not technically feasible or cost-effective.~~

~~2bis.~~ The services shall implement rigorous quality control systems to ensure and evaluate Service quality.

⁵ UK scrutiny reservation

3. The Commission shall define **and update as necessary a Long-term Plan, including** detailed technical portfolios for the services under Article 4(1) ~~in the form of a Long-term Plan, which shall be adopted in accordance with the examination procedure referred to in Article 20(3) and~~ **shall** ~~may be~~, where appropriate, the basis for the allocations under the Commission's annual work programme.
4. The following activities shall also be supported:
- (a) research and development activities aimed at improving the quality and performance of services, including their evolution and adaptation, ~~and~~ avoiding or mitigating the operational risks **as well as exploiting synergies with related activities under Horizon 2020;**
 - (b) support activities consisting in measures to promote the uptake of Copernicus data and information
 - (i) by public authorities entrusted with the definition, implementation, enforcement or monitoring of a public service or policy in areas referred to in paragraph (1) of this Article. This shall include capacity building and development of standard procedures to integrate Copernicus data and information into users' workflow;
 - (ii) by other users and downstream applications. This shall include outreach, training and dissemination activities.

[Article 4bis of prev doc 13388/13 is moved down and replaced by Article 6quater]

Article 5
Copernicus space component

1. The Copernicus space component shall provide spaceborne observations, serving primarily the services referred to in Article 4(1).

2. The Copernicus space component shall consist of dedicated missions and contributing missions, and include the following activities:
 - (a) Provision of spaceborne observations, including:
 - (i) completion, maintenance and operation of dedicated missions, including tasking of the satellites, monitoring and control of the satellites, reception and processing, archiving and dissemination of data, permanent calibration and validation, **as well as decommissioning at the end of life;**
 - (ii) provision of in-situ data for calibration and validation of dedicated mission observations;
 - (iii) provision, archiving and dissemination of contributing mission data complementing dedicated mission data;

 - (b) Activities in response to evolving needs of the users, including:
 - (i) identification of observation gaps and specification of new ~~space~~-**dedicated** missions on the basis of user requirements;
 - (ii) developments aiming at modernising and complementing the **dedicated missions** ~~Copernicus space component~~, including design and procurement of new elements of the **related** space infrastructure;

~~[(c) A limited contribution to the protection of satellites against the risk of collision⁶ of a maximum amount of [EUR xx]]⁷~~

2bis. ~~**The Commission shall adopt and update as necessary a** Long-Term Scenario (LTS) detailing the Copernicus Space Component funded from the programme and other sources, notably ESA, shall be adopted in accordance with the examination procedure referred to in Article 20 (3) **and**. The LTS may ~~shall use it~~ be, where appropriate, **as** the basis for the allocations under the Commission's **its** annual work programme.~~

3. ~~In accordance with Article 58 (1e) of the Financial Regulation (EU, EURATOM) No 966/2012 and by means of a delegation agreement, the Commission shall entrust to ESA the responsibility to:~~

~~(a bis) coordinate the Copernicus space component~~

~~(a) define the overall system architecture for the Copernicus space component on the basis of user requirements;~~

~~(b) develop new dedicated missions;~~

~~(c) operate ad interim the dedicated missions, except those operated by EUMETSAT under paragraph 3ter of this Article;~~

~~(d) coordinate a scheme for the access to contributing mission data by Copernicus services;~~

⁶ **This addresses the Space Surveillance and Tracking (SST) support programme.**

⁷ IT/UK scrutiny reservation

~~(e) procure access rights and conditions of use of commercial satellite data required by the Copernicus services under Article 4(1).~~

~~3bis. In accordance with Article 60 of the Financial Regulation (EU, EURATOM) No 966/2012, ESA shall act as contracting authority with the capacity to take decisions regarding the implementation and coordination of the procurement tasks delegated to ESA.~~

~~3ter. In accordance with Article 58 (1e) of the Financial Regulation (EU, EURATOM) No 966/2012 and by means of a delegation agreement, the Commission shall entrust to EUMETSAT the responsibility to operate dedicated missions and provide access to contributing mission data, according to its mandate and expertise, in the fields of atmosphere monitoring, marine environment and climate change.~~

Article 6

Copernicus in-situ component

1. The Copernicus in-situ component shall provide access to ~~data from~~ in-situ observations **and ancillary data (including reference data)**, serving primarily the Copernicus services referred to in Article 4(1).

It shall include the following activities:

- (a) provision of in-situ data to the operational services, including third party in-situ data at international level, based on existing capacities;
- (b) coordination and harmonisation of the collection and provision of in-situ data;
- (c) technical assistance to the Commission on the service requirements for in-situ observation data;
- (d) cooperation with in-situ operators to promote the consistency of development activities related to the in-situ observation infrastructure and networks;

- (e) identifying gaps in the in-situ observations that cannot be filled by existing infrastructure and networks, **including at global level**, and addressing these, while respecting the principle of subsidiarity.
2. The Commission may entrust, in part or in full, the activities of the in-situ component to the service support entities, described in Article 4bis, or to the EEA when an overall coordination is required.

Article 6bis [replacing Article 11]

Role of the Commission

1. The Commission shall have the overall responsibility for the programme and for the coordination among the different Copernicus components. It shall define the priorities ~~and objectives~~ of the programme and oversee its implementation ~~at a high level~~ including user involvement, cost, schedule and performance.
2. The Commission shall manage, on behalf of the Union and in its field of competence, relationships with third countries and international organisations⁸, ensuring the coordination of Copernicus with activities at national, Union and international levels.
3. The Commission shall facilitate coordinated contributions of Member States aiming at the operational delivery of services and the long-term availability of necessary observation data.
4. The Commission shall ensure the complementarity, ~~and consistency~~ **and links** of Copernicus with other relevant Union policies, instruments, programmes and actions **to ensure that these benefit from Copernicus services.**

⁸ UK scrutiny reservation

- 4bis. The Commission **shall, where appropriate,** ~~may~~ support the continued development of the Copernicus services.
- ~~4ter. The Commission shall create the appropriate links between Copernicus and relevant Union policies, programmes and actions to ensure that these benefit from Copernicus services.~~
5. The Commission shall maintain, **through the User Forum referred to in article 20 (1bis),** a transparent and regular Copernicus user communities involvement and consultation, enabling identification of user requirements, service validation and monitoring of users satisfaction at Union and national levels.
6. The Commission shall adopt implementing acts, in accordance with Article 20 **(3)** concerning the establishment of the observation requirements necessary for Copernicus services, including their evolution.
7. The Commission shall make the financial resources available for the funding of Copernicus.
8. The Commission shall provide to the Member States and the European Parliament, in a timely manner, all relevant information pertaining to the programme, in particular in terms of risk management, overall cost, annual operating costs of each significant item of Copernicus infrastructure, schedule and performance, **and the assessment of the Intellectual Property Rights (IPR) management.**

The role of ESA and EUMETSAT

- 1. The Commission shall conclude a delegation agreement with ESA detailing the latter's tasks, in particular as regards the design, development and procurement of the system. The delegation agreement with ESA shall be concluded on the basis of a delegation decision adopted by the Commission in accordance with Article 58 (1) (c) of Regulation (EU, Euratom) No 966/2012.**

- 2. The tasks of ESA shall be:**
 - (a) coordinate the Copernicus space component;**

 - (b) define the overall system architecture for the Copernicus space component and its evolution on the basis of user requirements;**

 - (c) develop new dedicated missions;**

 - (d) procure recurrent dedicated missions;**

 - (e) operate the dedicated missions, except those operated by EUMETSAT under paragraph 5 of this Article;**

 - (f) coordinate a scheme for the access to contributing mission data by Copernicus services;**

(g) procure access rights and negotiate conditions of use of commercial satellite data required by the Copernicus services under Article 4(1).

3. In accordance with Article 60 of the Financial Regulation (EU, EURATOM) No 966/2012, ESA and EUMETSAT shall act as contracting authority with the capacity to take decisions regarding the implementation and coordination of the procurement tasks delegated to them.

4. The Commission shall inform the Copernicus Committee, referred to in Article 20, of the results of the evaluation of the procurement tenders and of the contracts with private sector entities to be concluded by ESA, including the information relating to subcontracting.

5. The Commission shall entrust to EUMETSAT the responsibility to operate dedicated missions and provide access to contributing mission data, according to its mandate and expertise.

***Article 6quater* [replacing Article 4bis]**

Service ~~support entities~~ Operators

1. The Commission may entrust, by means of delegation agreements in part or in full, where duly justified by the special nature of the action and existing specific expertise, mandate, operation and management capacity the implementation tasks described in Article 4 to competent Union, or European ~~or national~~ bodies. Among such bodies are:

(a) the European Environment Agency (EEA);

- (b) the European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union (FRONTEX);
- (c) the European Maritime Safety Agency (EMSA);
- (d) the European Union Satellite Centre (EUSC);
- (e) the European Centre for Medium Range Weather Forecast (ECMWF);
- (f) European groupings or consortia of national bodies.**

2. The choice of the Union; or European ~~or national~~ body shall take due account of the cost efficiency of entrusting those tasks and the impact on the body's governance structure and on its financial and human resources.

3. The Copernicus Committee, referred to in Article 20, shall be consulted on the delegation agreements referred to in paragraph 1 of this Article in accordance with the procedure referred to in Article 20 (2).

~~3.4.~~ Budget implementation tasks entrusted to competent Union, European or national bodies under this Article shall be included in the work programme of such Union, European or national body for information purposes.

Article 7

Funding

1. The financial envelope allocated to the Copernicus programme for the period 2014 – 2020 has a maximum amount of [EUR 3 786 million] in 2011 prices.

2. Appropriations shall be authorised annually by the budgetary authority within the limits laid down in the multiannual financial framework. Budgetary commitments for activities extending over more than one financial year may be broken down over several years into annual instalments.
3. The financial allocation for the Copernicus programme may also cover expenses relating to preparatory, monitoring, control, audit and evaluation activities which are required directly for the management of the Copernicus programme and the achievement of its objectives, including studies, meetings, information and communication actions, as well as expenses linked to IT networks focusing on information processing and exchange of data.
4. **The Commission may entrust the implementation of the programme to the bodies set out in point (c) of Article 58(1) of the Financial Regulation (EU 966/2012) and** ~~Tasks entrusted to other bodies shall be~~ subject to the procedure referred to in Articles 164 and 165 of **the same** Regulation (EU, Euratom) No 966/2012.
5. ~~Union funding under this regulation may take the following legal forms:~~
 - ~~(a) grants~~
 - ~~(b) public procurement contracts.~~

Article 8

Work programme of the Commission

1. The Commission shall adopt an annual work programme in the form of an implementation plan for Copernicus pursuant to Article 84 of the Regulation (EU, Euratom) No 966/2012. This implementing act shall be adopted in accordance with the examination procedure referred to in Article 20 (3) of this Regulation.
2. In submitting the work programme to the Copernicus Committee, **referred to in Article 20**, the Commission shall explain ~~whether and to which extent~~ **how** it corresponds to the Long-term Plan referred to in Article 4 (3) and the Long-term Scenario referred to in Article 5(2bis).

Article 9

Cooperation with Member States

1. The Commission shall co-operate with Member States in order to improve the exchange of data and information between them and aim to ensure that the required data and information are available to Copernicus. The Member States Contributing missions, service and in-situ infrastructures are essential contributions to Copernicus.
2. The Commission may adopt measures to promote the use of Copernicus data and information by Member States and support their access to the technology and development in Earth Observation. Such measures shall not have the effect to distort free competition. Those implementing acts shall be adopted in accordance with the examination procedure referred to in Article 20 (3).

Article 10

International cooperation

1. The Union, represented by the Commission, may enter into agreements with the following third countries:
 - (a) European Free Trade Association (EFTA) countries which are Contracting Parties to the EEA Agreement in accordance with the conditions laid down in the EEA Agreement;
 - (b) the candidate countries, as well as potential candidate countries in accordance with the respective Framework Agreements or a Protocol to an Association Agreement establishing the general principles and conditions for the participation of those countries in Union programmes;
 - (c) Switzerland, other third countries⁹ not referred to in points (a) and (b), and international organisations, in accordance with agreements concluded by the Union with such third countries or international organisations pursuant to Article 218 TFEU, which shall lay down the conditions and detailed rules for their involvement.
2. Third countries or international organisations¹⁰ may provide financial support or contributions in kind to the programme. The financial support shall be treated as external assigned revenue, in accordance with point 2 of Article 21 of Regulation (EU, Euratom) No 966/2012. Financial support and contributions in kind shall be admissible under the terms and conditions of the agreement concluded with the respective third country or international organisation.

⁹ UK scrutiny reservation

¹⁰ UK scrutiny reservation

3. The international coordination of observation systems and related exchanges of data may be addressed by Copernicus, in order to strengthen its global dimension and complementarity taking account of existing international agreements and coordination processes.
4. The **Copernicus** Committee referred to in Article 20 (4) shall be consulted at the early stage of the process on the agreements referred to in paragraphs 1 and 2 of this article.

[Article 11 of prev doc 13388/13 is moved up and replaced by Article 6bis]

Article 13

Complaints

~~Complaints on the award of contracts and grants by entities in the execution of the delegation agreement or the work programme may be submitted to the Commission. Nonetheless, such complaints may concern only deliberate wrongdoing, gross negligence or fraud and be submitted only after all means of recourse before the entity have been exhausted.~~

Article 13bis

General provisions applicable to public procurement

General principles

- 1- Without prejudice to measures required to protect the essential interests of the security of the Union or public security or to comply with Union export control requirements, the Regulation (EC, Euratom) No ~~1605/2002~~**966/2012**, and in particular open access and fair competition throughout the industrial supply chain, tendering on the basis of the provision of transparent and timely information, clear communication of the applicable procurement rules, selection and award criteria and any other relevant information allowing a level-playing field for all potential bidders, shall apply to Copernicus.

Article 13ter

General provisions applicable to public procurement

Specific objectives

- 2- During the procurement, the following objectives shall be pursued by the contracting authorities in their calls for tender:
- (a) to promote the widest and most open participation possible throughout the Union by all economic operators, in particular by new entrants and SMEs, including through encouraging the recourse to sub-contracting by the tenderers;
- (b) to avoid possible abuse of dominance and reliance on a single supplier;**

b)c) to take advantage of prior public sector investments and lessons learned as well as industrial experience and competences, including that acquired in the ~~initial phase~~ **definition, development and validation and deployment phases** of the programme, while ensuring that competitive tendering rules are complied with;

d) **to pursue multiple sourcing wherever appropriate in order to ensure better overall control of the programme, its costs and time-schedule;**

e) **to take into account wherever appropriate the total cost over the useful life-cycle of the product, service or work being tendered.**

Article 13~~ter~~quater

Specific provisions applicable to public procurement

Establishing fair competition conditions

~~1. Establishing fair competition conditions~~

The contracting authority must take the appropriate measures to ensure fair competition conditions when previous involvement of a company in activities associated with the subject of the call for tender:

(a) may confer significant advantages on that company in terms of privileged information and therefore may give rise to concerns as to compliance with equal treatment; or

(b) affect normal competition conditions or the impartiality and objectivity of the award or performance of the contracts.

These measures must not distort fair competition, equal treatment and confidentiality of data collected about undertakings, their business relations and cost structure. In this context, these measures shall take into account the nature and particulars of the intended contract.

Article 13quinquies

Specific provisions applicable to public procurement

Security of information

2. Security of information

When contracts involve, require and/or contain classified information, the contracting authority/entity shall specify in the tender documentation the measures and requirements necessary to ensure the security of such information at the requisite level.

Article 13 sexies

Specific provisions applicable to public procurement

Reliability of supply

3. Reliability of supply

The contracting authority shall specify in the tender documentation its requirements in relation to reliability of supplies or of the provision of services for the execution of the contract.

Article 13 septies

Specific provisions applicable to public procurement

Conditional stage-payment contract

4. ~~Conditional stage-payment contract~~

~~(a)~~1. The contracting authority may award a contract in the form of a conditional stage-payment contract.

~~(b)~~2. A conditional stage-payment contract shall include a fixed stage which is accompanied by a budgetary commitment which results in a firm commitment to provide the works, supplies or services contracted for that stage and one or more stages which are conditional in terms of both budget and execution. The tender documents refer to the specific features of conditional stage-payment contracts. In particular, they specify the subject-matter of the contract, the price or the arrangements for determining the price and the arrangements for provision of supplies and services at each stage.

~~(c)~~3. The fixed stage obligations must be part of a consistent whole; the same is true for the obligations under each conditional stage, taking into account the obligations under the previous stages.

~~(d)~~4. Performance of each conditional stage shall be subject to a decision by the contracting authority, notified to the contractor in accordance with the contract. When a conditional stage is confirmed belatedly or is not confirmed, the contractor may benefit, if the contract so provides and under the conditions laid down therein, from a tideover allowance or a non-execution allowance.

~~(e)~~**5.** Where, with regard to a particular stage, the contracting authority finds that works and services agreed for that stage have not been realised, it may claim damages and terminate the contract, if the contract so provides and under the conditions laid down therein.

Article 13 octies

Specific provisions applicable to public procurement

Cost-reimbursement contracts

~~5.~~—~~Cost-reimbursement contracts.~~

~~(a)~~**1.** The contracting authority may opt for a full or partial cost-reimbursement contract up to a ceiling price, under the conditions laid down in paragraph ~~25(b)~~;

The price to be paid for such contracts shall consist of reimbursement of all direct costs incurred by the contractor in performing the contract, such as expenditure on labour, materials, consumables, use of equipment and infrastructures necessary to perform the contract. These costs shall be increased by a fixed fee covering indirect costs and the profit, or a sum covering indirect costs and incentive fee compensation based on achieving objectives in respect of performance and delivery schedules;

~~(b)~~**2.** The contracting authority may opt for a full or partial cost-reimbursement contract when it is objectively impossible to specify an accurate fixed price and if it can be reasonably shown that such a fixed price would be abnormally high due to the uncertainties inherent in performance of the contract because:

~~(i)~~**(a)** the contract has very complex features or features which require the use of a new technology and, therefore, includes a significant number of technical risks; or

~~(ii)~~**(b)** the activities subject to the contract must, for operational reasons, start immediately even though it is not yet possible to determine a firm fixed price in full due to significant risks or because performance of the contract depends in part on the performance of other contracts.

~~(e)~~**3.** The ceiling price for a full or partial cost-reimbursement contract shall be the maximum price payable. It may only be exceeded in duly justified exceptional circumstances subject to prior agreement by the contracting authority.

~~(d)~~**4.** The tender documents of a procurement procedure for a full or partial cost-reimbursement contract shall specify:

~~(i)~~**(a)** the type of contract, namely whether it is a full or partial cost-reimbursement contract up to a ceiling price;

~~(ii)~~**(b)** for a partial cost-reimbursement contract, the elements of the contract subject to cost-reimbursement;

- ~~(iii)~~**(c)** the total ceiling price;
- ~~(iv)~~**(d)** the award criteria, which must enable evaluation of the plausibility of the estimated overall budget, of the reimbursable costs, of the mechanisms for determining these costs, and the profit referred to in the tender to be evaluated;
- ~~(v)~~**(e)** the mechanics of the increase referred to in paragraph 1 to be applied to direct costs;
- ~~(vi)~~**(f)** the rules and procedures which determine the eligibility of the costs planned by the tenderer for performance of the contract, in accordance with the principles set out in paragraph (e);
- ~~(vii)~~**(g)** the accounting rules with which tenderers must comply;
- ~~(viii)~~**(h)** in the case of a partial cost-reimbursement contract to be converted into a firm fixed-price contract, the parameters for this conversion.

~~(e)~~**5.** The costs declared by the contractor during the performance of a full or partial cost-reimbursement contract shall only be eligible if they:

- ~~(i)~~**(a)** are actually incurred during the duration of the contract, with the exception of costs for equipment, infrastructures and intangible fixed assets necessary for performance of the contract which may be deemed eligible for the whole of their purchase value;
- ~~(ii)~~**(b)** are referred to in the estimated overall budget which may be revised by amendments to the initial contract;
- ~~(iii)~~**(c)** are necessary for the performance of the contract;
- ~~(iv)~~**(d)** result from the performance of the contract and are attributable to this;
- ~~(v)~~**(e)** are identifiable, verifiable, recorded in the Contractor's accounting record and determined in accordance with the accounting standards referred to in the specifications and in the contract;
- ~~(vi)~~**(f)** comply with the requirements of applicable tax and social legislation;
- ~~(vii)~~**(g)** do not derogate from the terms of the contract;

- (viii) **(h)** are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The contractor shall be responsible for its own cost accounting, keeping sound accounting records or any other document required to show that the costs for which reimbursement is requested have been incurred and comply with the principles set out in this Article. Costs which cannot be substantiated by the contractor shall be deemed ineligible and their reimbursement shall be refused.

- ~~(f)~~**6.** The contracting authority shall be responsible for the following tasks in order to ensure correct performance of cost-reimbursement contracts:

- ~~(i)~~**(a)** it shall determine the most realistic possible ceiling price, while providing the necessary flexibility to account for technical difficulties;
- ~~(ii)~~**(b)** it shall convert a partial cost-reimbursement contract into a full firm fixed-price contract as soon as it is possible to determine such a firm fixed-price during performance of the contract. For this reason, it shall determine the conversion parameters to convert a contract concluded on a cost-reimbursement basis to a firm fixed-price contract;
- ~~(iii)~~**(c)** it shall implement monitoring and inspection measures which provide, in particular, an estimated cost forecast system;

- ~~(iv)~~**(d)** it shall determine suitable principles, tools and procedures for the implementation of contracts, in particular for identifying and checking the eligibility of costs declared by the contractor or its subcontractors during performance of the contract, and for entering amendments to the contract;
- ~~(v)~~**(e)** it shall check that the contractor and its subcontractors comply with the accounting standards stipulated in the contract and with the obligation to provide their accounting documents which should present a true and fair view of the accounts;
- ~~(vi)~~**(f)** throughout performance of the contract, it shall ensure continuously the effectiveness of the principles, tools and procedures referred to in point ~~(iv)~~**(d)**.

Article 13 nonies

Specific provisions applicable to public procurement

Amendments

6. — Amendments

The contracting authority and the contractors may change the contract by an amendment on condition that this amendment fulfils all of the following conditions:

- (a) it does not alter the subject-matter of the contract;
- (b) it does not disturb the economic balance of the contract;

- (c) it does not introduce conditions which, if they had appeared initially in the contract documents, would have allowed for the admission of tenderers other than those initially admitted or would have allowed for the acceptance of a tender other than the one initially accepted.

Article 13 decies

Specific provisions applicable to public procurement

Subcontracting

7. ~~Subcontracting~~

(a) **1.** The contracting authority shall request the tenderer to subcontract a share of the contract by competitive tendering at the appropriate levels of sub-contracting to companies other than those that belong to the tenderer's group in particular to SMEs and new entrants.

(b) **2.** The contracting authority shall express the requisite share of the contract to be subcontracted in the form of a range from a minimum to a maximum percentage. In defining such percentages the contracting authority shall take into account that such percentages are in proportion to the objective and value of the contract, the nature of the sector of activity concerned, and in particular, the competitive conditions and industrial potential observed.

(c) **3.** If the tenderer indicates in its tender that it intends not to sub-contract any share of the contract or to subcontract a share inferior to the minimum of the range referred to in paragraph 1(b), it shall provide the reasons therefore to the contracting authority. The contracting authority shall submit this information to the Commission.

- (d)4. The contracting authority may reject subcontractors selected by the candidate at the stage of the main contract award procedure or by the tenderer selected for the performance of the contract. It shall justify this rejection in writing, which may only be based on the criteria used for selection of tenderers for the main contract.

Article 14

Copernicus data and information policy

Copernicus data from ~~D~~dedicated missions **data** and Copernicus information shall be made available on a full, open and free-**of-charge** basis¹¹, subject to the following limitations:

- (a) licensing conditions for third party data and information;
- (b) dissemination formats, characteristics and distribution means;
- (c) security interests and external relations of the Union or its Member States;
- (d) risk of disruption, for safety or technical reasons, of the system producing Copernicus data and information

¹¹ DE scrutiny reservation

Article 15¹²

Conditions and limitations of Copernicus data and information access and use

1. The Commission, taking into account third party data and information policies and without prejudice to national rules and procedures applicable to space and in-situ infrastructure under national control, may adopt measures in accordance with the examination procedure referred to in Article 20 (3), concerning:
 - (a) the conditions and procedures as regards access to, registration and use of Copernicus data and information, including the dissemination means;
 - (b) the conditions and procedures for the transmission and use of dedicated mission data transmitted to receiving stations not part of Copernicus.
 - (c) the conditions and procedures for the archiving of Copernicus data and information;
 - (d) the specific technical criteria necessary to prevent the disruption of Copernicus data and information, including priority of access;
 - (e) the criteria for the performance assessment;
 - (f) the criteria and procedures for the restriction of dissemination of Copernicus data and information due to conflicting rights or security interests;
 - (g) the criteria and procedures for the security assessment.

¹² UK scrutiny reservation

2. The Commission shall establish the relevant licenses for Copernicus **data and information** and third party data and information, and the download of satellite data to reception stations not part of Copernicus in compliance with this Regulation, the measures referred to in paragraph 1, and applicable third-party rights.

Article 16¹³

Protection of security interests

1. Security issues shall be dealt **with** by the Copernicus Committee (**Security Board**) ~~as it is referred to in~~ **referred to in** ~~stated under~~ Article 20 (1bis).
2. In accordance with the advisory procedure¹⁴ referred to in Article 20 (2), the Commission shall perform an initial security assessment on Copernicus data and information to identify data and information which are vital for the protection of the interests of Union or national security.
3. Member States and third countries participating in Copernicus under Article 10 may request the Commission to perform a new security assessment when security developments warrant such a new assessment.
4. Where the initial security assessment is not possible in the time frame of Copernicus data and information collection and production, the Commission may perform an on-the-spot security assessment.

¹³ UK/IT/CY scrutiny reservation

¹⁴ UK scrutiny reservation

4bis Where the security assessment of Copernicus data and information reveals risks or threats to the security of the Union and its Member States, such data and information shall be treated according to Council Decision 2011/292/EU on the security rules for protecting EU classified information¹⁵.

5. The Commission shall issue instructions on the restrictions of the dissemination of Copernicus data and information in individual cases based on the criteria adopted pursuant to point (1), subparagraph (f) of Article 15. In case of urgency, the Commission instructions shall be adopted in a timeframe as short as necessary to be effective. The Commission shall take the least disruptive measure in view of the objectives of Copernicus and Copernicus data and information policy. Its instructions shall be proportionate, including as regards timeliness and territorial scope, and weigh the protection of the security interest at stake against the availability of data and information from other sources.

Article 17

Protection of the financial interests of the Union

1. The Commission shall take appropriate measures ensuring that, when actions financed under this Programme are implemented, the financial interests of the Union are protected by the application of preventive measures against fraud, corruption and any other illegal activities, by effective checks and, if irregularities are detected, by the recovery of the amounts wrongly paid and, where appropriate, by effective, proportionate and dissuasive administrative and financial penalties.
2. The Commission or its representatives and the Court of Auditors shall have the power of audit, on the basis of documents and on the spot, over all grant beneficiaries, contractors and subcontractors who have received Union funds under the Programme.

¹⁵ OJ L 141/17 of 27/05/2011

3. The European Anti-Fraud Office (OLAF) may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions and procedures laid down in Regulation (EC) No 1073/1999 of the European Parliament and of the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities with a view to establishing whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the Union in connection with a grant agreement or grant decision or a contract funded under the Programme.

4. Without prejudice to paragraphs 1, 2 and 3, cooperation agreements with third countries and with international organisations, contracts, grant agreements and grant decisions, resulting from the implementation of this Programme shall contain provisions expressly empowering the Commission, the Court of Auditors and OLAF to conduct such audits and investigations, according to their respective competences.

Article 18¹⁶

Ownership

1. The Union or a specifically designated body [or fund] shall be the owner of all tangible and intangible assets created or developed under Copernicus subject to agreements concluded with third parties, wherever appropriate, with regard to existing ownership rights.

2. The terms and conditions relating to the transfer of ownership to the Union shall be laid down in the agreements referred to in paragraph 1.

¹⁶ UK/CY scrutiny reservation

3. The Commission shall adopt delegated acts¹⁷ in accordance with Article 21 to establish the terms and conditions of any subsequent transfer of ownership from the Union. The delegated act shall designate the subsequent body or fund on the basis of transparent and objective grounds, which shall not give rise to a conflict of interests.

4. **The Commission shall ensure, through an appropriate framework, the optimal use of the assets referred to in this Article; in particular, it shall manage the intellectual property rights relating to the Copernicus programme as effectively as possible, taking into account the need to protect and give value to the Union's intellectual property rights, the interests of all stakeholders, and the necessity of harmonious development of the markets and of new technologies and the continuity of services. To that end, it shall ensure that the contracts entered into, under the Copernicus programme, include the possibility of transferring or licensing intellectual property rights arising from work performed under this programme to third parties.**

Article 19

Assistance to the Commission

1. The Commission may be assisted by independent experts, from different areas, related to the scope of Copernicus, as well as by representatives of Copernicus Core Users, in particular national space agencies, to provide it with the necessary technical and scientific expertise.

¹⁷ UK scrutiny reservation

Article 20
Committee procedure

1. The Commission shall be assisted by a committee (the "Copernicus Committee"). That committee shall be a committee within the meaning of Regulation (EU) No 182/2011.

1 bis. The Copernicus Committee ~~shall~~may meet in specific configurations to deal with concrete issues, notably those relating to security ('Security Board'), to the Copernicus Core Users views ('User Forum') and to issues relating to tasks delegated to or coordinated with ESA under Article 5 of this regulation ('Copernicus Space Component').

The Copernicus Committee can decide to set up groups of experts, nominated by Member States and the Commission, to deal with specific subjects of the Programme, notably in the thematic areas addressed by the services under Article 4(1).

2. Where reference is made to this paragraph, Article 4 of Regulation (EU) No 182/2011 shall apply.

3. Where reference is made to this paragraph, Article 5 of Regulation (EU) No 182/2011 shall apply.

4. Representatives of the ~~entities~~ operators to whom tasks of the programme are entrusted shall be involved, where appropriate, as observers in the work of the Copernicus Committee under the conditions laid down in its rules of procedure.

5. International agreements concluded by the Union in accordance with Article 10 may provide for the involvement, as appropriate, of representatives of third countries or international organisations in the work of the Copernicus Committee under the conditions laid down in its rules of procedure.
6. The Copernicus Committee shall meet regularly, preferably on a quarterly basis. Its meetings may be preceded by meetings of the specific configurations depending on the needs of the programme. The Commission shall provide a report on programme progress at each meeting. These reports shall give a general overview on programme status and developments, in particular in terms of risk management, costs, schedule, performance and relevant advice provided by the Copernicus Core Users.

Article 21

Exercise of the delegation

1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.
2. The power to adopt delegated acts referred to Article 18 (~~3~~) shall be conferred on the Commission for the duration of the programme¹⁸.
3. The delegation of power may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. The revocation shall take effect the day following the publication of the decision in the *Official Journal of the European Union* or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.

¹⁸ UK scrutiny reservation

4. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.

5. Delegated acts adopted pursuant to Article 18 (~~3~~) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or the Council.

Article 22

Evaluation

1. By 30 June 2018 at the latest, an evaluation report shall be established by the Commission on the achievement of the objectives of all the tasks financed by Copernicus at the level of their results and impacts, their European added value and on the efficiency of the use of resources. In particular, the evaluation shall address the continued relevance of all objectives, as well as the contribution of the measures to the objectives described in Article 2.

2. The Commission shall carry out the evaluation referred to in paragraph 1 in close cooperation with the ~~entities~~ **operators** and the Copernicus user communities shall examine the effectiveness and efficiency of the Copernicus programme and its contribution to the objectives referred to in Article 2. The Commission shall communicate the result of these evaluations to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions.

3. The Commission may, whenever necessary, be assisted by independent entities, undertake an evaluation of the methods of carrying out projects as well as the impact of their implementation, in order to assess whether the objectives, including those relating to environmental protection, have been attained.

4. The Commission may request a Member State to provide a specific evaluation of the actions and the linked projects financed under this Regulation or, where appropriate, to supply it with the information and assistance required to undertake an evaluation of such projects.

Article 23

Repeal

1. Regulation (EU) No 911/2010 is repealed.

2. Any measure adopted on the basis of Regulation (EU) No 911/2010 shall remain valid.¹⁹

3. References to the repealed Regulation shall be construed as references to this Regulation.

¹⁹ IT/UK scrutiny reservation

Article 24
Entry into force

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

[It shall apply from the 1 January 2014.]

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels,

For the European Parliament

For the Council

The President

The President
