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COVER NOTE

From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
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To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
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Subject:	Annex to the recommendation for a COUNCIL DECISION authorising the opening of negotiations for an agreement between the European Union and the United Kingdom of Great Britain and Northern Ireland on youth mobility

Delegations will find attached document COM(2024) 169 final.

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ANNEX

ANNEX

to the

Recommendation for a COUNCIL DECISION

**authorising the opening of negotiations for an agreement between the European Union
and the United Kingdom of Great Britain and Northern Ireland on youth mobility**

ANNEX

DIRECTIVES FOR THE NEGOTIATION OF AN AGREEMENT BETWEEN THE EUROPEAN UNION AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ON YOUTH MOBILITY

I. GENERAL CONTEXT

1. The Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (the ‘Trade and Cooperation Agreement’)¹ applies since 1 January 2021. It is, next to the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community (the ‘Withdrawal Agreement’)², the cornerstone for bilateral relations between the Union and the United Kingdom.
2. While the Trade and Cooperation Agreement provides for social security coordination that supports mobility of persons under the domestic law of either Party, it does not address mobility *per se*, i.e. the possibility for a national of one Party to reside or stay in the territory of the other Party. The Trade and Cooperation Agreement also contains rules on the entry and temporary stay of natural persons for business purposes which, however, only address instances of temporary presence for a specific purpose (e.g. provision of services).
3. Rather, mobility between the Union and the United Kingdom is now governed by the respective domestic (immigration) rules of the Union (and its Member States) and the United Kingdom. This has resulted in decreased mobility between citizens of the Union and those of the United Kingdom and has particularly affected their opportunities to gain experience abroad in each other’s territory and to benefit from youth, cultural educational, research and training exchanges.
4. In the course of 2023, the United Kingdom approached several (but not all) Member States with the intention of negotiating bilateral arrangements on youth mobility, modelled upon the United Kingdom’s youth mobility visa scheme. This would result in differential treatment of Union citizens wishing to go to the United Kingdom. Moreover, this approach would not address the main barriers to mobility experienced by young people.

II. PURPOSE AND SCOPE OF THE ENVISAGED AGREEMENT

5. In its guidelines of 23 March 2018 (confirmed in its Conclusions of 13 December 2019), the European Council (Article 50) indicated the Union’s aim to include “[...] ambitious provisions on movement of natural persons, based on full reciprocity and no-discrimination among Member States [...]” in the future partnership with the United Kingdom. On 25 February 2020, the Council adopted a Decision authorising the opening of negotiations for a new partnership with the United Kingdom. In the area of mobility, and beyond visa-free travel for short-term stays and social security coordination, the Directives annexed to that Decision indicated, in line with the 2019 Political Declaration setting out the framework for the future relationship between the European Union and the United Kingdom, that the then envisaged partnership

¹ (OJ L 149, 30.4.2021, p. 10).

² (OJ L 29, 31.1.2020, p. 7).

should aim at setting out conditions for the entry and stay of natural persons for purposes such as research, study, training and youth exchanges.

6. The aim of the negotiations is to reach a balanced agreement between the European Union and the United Kingdom in the area of youth mobility without necessarily excluding any particular purpose of stay, therefore potentially having a wider scope than that foreseen in the Council Decision of 2020.
7. “Mobility” in the sense of the envisaged agreement implies the residence of a natural person, i.e. a non-temporary stay. Thus, the envisaged agreement does not address matters of travel facilitation such as substitutes for passports or specific border lanes, nor does it address the temporary provision of services through the presence of a natural person in the territory of the other Party. The latter is addressed in Title II (services and investment) of Part Two (Trade, transport, fisheries and other arrangements) of the Trade and Cooperation Agreement and is not affected by the envisaged agreement.
8. The envisaged agreement should be a supplementing agreement to the Trade and Cooperation Agreement within the meaning of Article 2 of that Agreement, thereby contributing to the evolution of overall bilateral relations between the European Union and the United Kingdom.

III. CONTENT OF THE ENVISAGED AGREEMENT

GENERAL PRINCIPLES

9. The envisaged agreement should ensure a balance of rights and obligations. It must ensure the autonomy of the Union’s legal order and decision-making as well as the protection of the Union’s financial interests and be consistent with the Union’s fundamental principles. It should be based on non-discrimination between Union citizens and reciprocity.
10. The envisaged agreement should reflect the United Kingdom’s status as a non-Schengen third country, and that of a non-member of the Union, whereby it is not subject to the same obligations as a member, and cannot have the same rights and enjoy the same benefits as a member. In particular, the envisaged agreement should not amount to conferring to United Kingdom nationals the benefits of the fundamental freedom of movement enjoyed by Union citizens. Nor should it amount to granting the same benefits as those enjoyed by the beneficiaries of the Citizens’ Rights Part of the Withdrawal Agreement.

YOUTH MOBILITY ARRANGEMENTS IN THE ENVISAGED AGREEMENT

OBJECTIVE AND SCOPE

11. The envisaged agreement should provide for mobility of young Union citizens to the United Kingdom, and of United Kingdom nationals to a Member State of the Union.
12. The personal scope of the envisaged agreement should be limited to young Union citizens and United Kingdom nationals (e.g. 18-30 years of age at the beginning of the period of stay).

PERIOD OF STAY

13. The period of stay should be limited to a reasonable timeframe (e.g. 4 years).

PERMITTED ACTIVITIES

14. Mobility exercised under the envisaged agreement should not be purpose-bound, i.e. the permitted activities under the envisaged agreement should include work, study, trainings/internships (including when in the context of an education programme of the other Party), research, volunteer, other activities or just visiting/travelling for the duration of the period of stay.
15. Those activities should not, however, include those falling within the scope of Title II (services and investment) of Part Two (Trade, transport, fisheries and other arrangements) of the Trade and Cooperation Agreement.
16. Exercising mobility under the envisaged agreement should not be subject to quota.

CONDITIONS FOR ADMISSION AND GROUNDS FOR REJECTION

17. All conditions for admission should be set out in the envisaged agreement. They should be based on common admission conditions, e.g. they should include a valid travel document, a valid comprehensive sickness insurance, and proof of sufficient means of subsistence (taking account of whether the applicant is working or not).
18. The beneficiary should comply with these conditions throughout the period of stay.
19. The United Kingdom “sponsorship scheme” or similar schemes should not apply.
20. The envisaged agreement should include relevant grounds for rejection of applications such as threat to public policy, public security or public health.

ADMISSION, INCLUDING SCOPE OF ADMISSION

21. The envisaged agreement should set the rules for admission, i.e. verification, in an ex-ante check prior to exercising mobility, of compliance with the conditions set out in the envisaged agreement.
22. Mobility to the Union should only be exercised in the Member State that admitted the United Kingdom national, i.e. the admission by one Member State should not allow for “intra-Union” mobility to another Member State.
23. Fees for handling the applications or issuing a visa or residence permit should not be disproportionate or excessive.

EQUAL TREATMENT

24. The treatment of beneficiaries of the envisaged agreement should be equal to nationals, at least in respect of working conditions, including pay and dismissal as well as health and safety at the workplace, freedom of association, certain aspects of education and vocational training, tax benefits, in so far as the person is a tax resident, and advice services afforded by employment offices. It should not extend to study and maintenance grants and loans or other grants and loans.
25. The envisaged agreement should provide for equal treatment in respect of tuition fees for higher education and training tuition fees.
26. The envisaged agreement should waive, for Union beneficiaries, the United Kingdom “healthcare surcharge”.

FAMILY MEMBERS

27. The envisaged agreement should determine the conditions for the exercise of the right to family reunification with the sponsor (the beneficiary of the scheme) and define the family members eligible for such reunification.

INTERFACE WITH OTHER ASPECTS OF EU OR MEMBER STATES' LAW

28. The envisaged agreement should be without prejudice to the United Kingdom, Union and national rules providing legal migration pathways, i.e. it should provide for an additional migration path next to existing ones in either Party, where available.
29. The envisaged agreement should be without prejudice to the Union and Member States' rules for acquiring the permanent/long-term resident status.
30. The envisaged agreement should be without prejudice to
 - the rules on social security coordination set out in the Trade and Cooperation Agreement;
 - the rules on double taxation;
 - the rules on the checks on persons crossing the borders of the Parties, including travel facilitations by either Party;
 - rules requiring registration of the national of the other Party within a given timeframe upon arrival.

OTHER ASPECTS

31. Equal treatment in respect of tuition fees for higher education and training tuition fees should apply independently of the visa path.
32. The envisaged agreement should provide that persons who are legally resident in the territory of a Party may not be denied entry into the territory of that Party.
33. The envisaged agreement should be without prejudice to the Common Travel Area (CTA) arrangements as they apply between the United Kingdom and Ireland, as referred to in Article 38(2) of the Withdrawal Agreement and in Article 3 of the Windsor Framework.

INSTITUTIONAL PROVISIONS

34. The envisaged agreement should be a supplementing agreement to the Trade and Cooperation Agreement, as provided for in Article 2 of that agreement. Consequently, it should be part of the same single and uniform institutional framework as the Trade and Cooperation Agreement itself, of which the rules on dispute settlement form an integral part.
35. A new specialised committee should be created within that framework for the implementation of the envisaged agreement.

IV. TERRITORIAL SCOPE

36. As a supplementing agreement, the territorial scope of the envisaged agreement should be that of the Trade and Cooperation Agreement.

V. AUTHENTIC LANGUAGES

37. The envisaged partnership, which should be equally authentic in all official languages of the Union, should include a language clause to that effect.

VI. PROCEDURAL ARRANGEMENTS FOR THE CONDUCT OF THE NEGOTIATIONS

38. The Commission should conduct the negotiations in continuous coordination and permanent dialogue with the Council and its preparatory bodies. In this respect, the Council and Coreper, assisted by [name of the special committee], should provide guidance to the Commission.
39. The Commission should, in a timely manner, consult and report to the preparatory bodies of the Council. The Commission should provide in a timely manner all necessary information and documents relating to the negotiations.
40. The Commission should, in a timely manner, keep the European Parliament fully informed of the negotiations.