

Article 15

1. In addition to the cooperation provided for in Articles 11 (2) and 17 (8), the administrative authorities of the Contracting Parties responsible for implementing the provisions of this Agreement shall assist each other in other cases so as to ensure compliance with the provisions.

2. Arrangements for the application of paragraph 1 shall be determined by the Joint Committee referred to in Article 17.

Article 16

The Agreement shall not preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, public policy or public security, the protection of health and life of humans, animals or plants, the protection of national treasures possessing artistic, historic or archaeological value, the protection of industrial or commercial property or controls relating to gold and silver. Such prohibitions or restrictions shall not, however, constitute a means of arbitrary discrimination or a disguised restriction on trade between the Contracting Parties.

Article 17

1. A Joint Committee shall be set up with responsibility for administering this Agreement and ensuring that it is properly implemented. To that end, it shall formulate recommendations. It shall take decisions in the cases provided for in the Agreement. The decisions shall be executed by the Contracting Parties in accordance with their own regulations.

2. Which a view to the proper performance of this Agreement, the Contracting Parties shall carry out exchanges of information and, at the request of either party, shall consult together in the Joint Committee.

3. The Joint Committee shall draw up its own rules of procedure.

4. The Joint Committee shall be composed, on the one hand, of representatives of the Community and, on the other, of representatives of the Principality of Andorra.

5. The Joint Committee shall take decisions by common accord.

6. The Joint Committee shall be chaired by each of the Contracting Parties in turn in accordance with the arrangements to be laid down in its rules of procedure.

7. The Joint Committee shall meet at the request of either of the Contracting Parties, to be lodged at least one month before the date of the intended meeting. Where the Joint

Committee is convened under Article 10, it shall meet within eight working days from the date on which the request is lodged.

8. In accordance with the procedure laid down in paragraph 1, the Joint Committee shall determine methods of administrative cooperation for the purposes of applying Articles 3 and 4, taking as a basis the methods adopted by the Community in respect of trade between the Member States; it may also amend provisions in the Appendix, referred to in Article 11.

Article 18

1. Any disputes arising between the Contracting Parties over the interpretation of the Agreement shall be put before the Joint Committee.

2. If the Joint Committee does not succeed in settling the dispute at its next meeting, each Party may notify the other of the designation of an arbitrator; the other Party shall then be required to designate a second arbitrator within two months.

The Joint Committee shall designate a third arbitrator.

The arbitrator's decisions shall be taken by a majority vote.

Each Party involved in the dispute shall be required to take the measures needed to ensure the application of the arbitrator's decision.

Article 19

In trade covered by this Agreement:

— the arrangements applied by the Principality of Andorra *vis-à-vis* the Community may not give rise to any discrimination between the Member States, their nationals or their companies,

— the arrangements applied by the Community *vis-à-vis* the Principality of Andorra may not give rise to any discrimination between Andorran nationals or companies.

TITLE IV

General and final provisions

Article 20

This Agreement is concluded for an unlimited duration. Within five years of its entry into force, the two Parties shall begin consultations to examine the results of its application and, if necessary, to open negotiations on its amendment in the light of that examination.

第15条

1. 除第11条第2款和第17条第8款规定的合作外, 负责执行本协议规定的缔约方行政当局还应在其他情况下相互协助, 以确保条款的遵守。

2. 第1款适用安排应由第17条所指的联合委员会确定。

第16条

本协议不妨碍缔约方基于公共道德、公共政策或公共安全, 保护人类、动物或植物的健康和生命, 保护具有艺术、历史或考古价值的国家珍宝, 保护工业或商业财产, 或对黄金和白银实施管制而采取的进出口或过境货物禁止或限制措施。但此类禁止或限制不得构成任意歧视或变相的贸易限制手段, 影响缔约方之间的贸易往来。

第17条

1. 应设立一个联合委员会, 负责管理本协议并确保其得到妥善执行。为此, 该委员会应提出建议。在协议规定的情况下, 委员会应作出决定。缔约方应根据各自法规执行这些决定。

2. 为确保本协议得到妥善履行, 缔约方应进行信息交流, 并在任一方要求下于联合委员会内共同磋商。

3. 联合委员会应制定其自身的议事规则。

第18条

4. 联合委员会由欧共体代表与安道尔公国代表共同组成。

5. 联合委员会应以共同协议方式作出决定。

6. 联合委员会主席由缔约方依照议事规则所定安排轮流担任。

7. 联合委员会应任一缔约方请求召开会议, 请求须至少提前一个月提交。若联合委员会

第19条

委员会根据第10条召开会议时, 应自请求提出之日起八个工作日内举行会议。

8. 根据第1款规定的程序, 联合委员会应确定适用于第3条和第4条的行政合作方法, 以共同体在成员国间贸易方面采用的方法为基础; 联合委员会还可修订第11条所述的附录中的规定。

第20条

1. 缔约双方之间因本协议解释产生的任何争议应提交联合委员会处理。

2. 若联合委员会在下次会议中未能解决争议, 任一方可通知另一方指定一名仲裁员; 另一方则须在两个月内指定第二名仲裁员。

联合委员会应指定第三名仲裁员。

仲裁员的决定应以多数票通过。

争议各缔约方应采取必要措施确保仲裁员决定的执行。

第四章

第19条

在本协议涵盖的贸易中:

— 安道尔公国对欧共体实施的安排不得在成员国、其国民或公司之间造成任何歧视,

——欧共体对安道尔公国实施的安排不得导致安道尔国民或公司之间出现任何歧视。

一般和最后条款

第20条

本协议无限期有效。在其生效后五年内, 双方应开始磋商以审查其实施结果, 并根据审查结果在必要时开启关于协议修正的谈判。

Article 21

Either Contracting Party may denounce this Agreement by notifying the other Contracting Party in writing. In that case, the Agreement shall cease to have effect six months after the date of such notification.

Article 22

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other, to the territory of the Principality of Andorra.

Article 23

Annexes I and II and the Appendix to this Agreement shall form an integral part thereof.

Article 24

1. This Agreement shall enter into force on 1 July 1990, on condition that the Contracting Parties have notified each other before that date of the completion of the procedures necessary to that effect.

2. After the date provided for in paragraph 1, this Agreement shall enter into force on the first day of the second month following notification.

3. If paragraph 2 applies, the date 1 January 1991 contained in various provisions of this Agreement shall be replaced by the date 1 July 1991.

Article 25

The provisions of this Agreement shall replace those applied by the Community, and in particular by France and Spain, prior to the Agreement's entry into force, under the 1967 Exchange of Letters with the Principality of Andorra.

Article 26

This Agreement is drawn up in two originals in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese, Spanish and Catalan languages, each text being equally authentic.

第二十一条

任一缔约方均可通过书面通知另一缔约方的方式退出本协议。在此情况下, 本协议应于上述通知发出之日起六个月后失效。

第二十二条

本协议一方面适用于《建立欧洲经济共同体条约》所辖领土及该条约规定的条件, 另一方面适用于安道尔公国领土。

第23条

本协议的附件一和附件二及附录应构成其组成部分。

第24条

1. 本协议应于1990年7月1日生效, 前提是缔约方在该日期之前已相互通知完成为此所需的程序。

2. 在第1款规定的日期之后, 本协议应于通知发出后的第二个月首日生效。

3. 如第2款适用, 则本协议各项条款中所述1991年1月1日之日期应替换为1991年7月1日。

第25条

本协议的规定应取代欧共体 (特别是法国和西班牙) 在协议生效前根据与安道尔公国的1967年换文所适用的规定。

第26条

本协议以丹麦语、荷兰语、英语、法语、德语、希腊语、意大利语、葡萄牙语、西班牙语和加泰罗尼亚语各制成两份原件, 各文本同等作准。