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### Legislation

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## I

*(Acts whose publication is obligatory)*

## COUNCIL REGULATION (EEC) No 2458/86

of 7 July 1986

on the conclusion of a Protocol on financial and technical cooperation between the European Economic Community and the Republic of Malta

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 238 thereof,

Having regard to the proposal from the Commission <sup>(1)</sup>,

Having regard to the opinion of the European Parliament <sup>(2)</sup>,

Whereas the Protocol on financial and technical cooperation between the European Economic Community and the Republic of Malta signed on 4 December 1985, should be approved,

HAS ADOPTED THIS REGULATION:

*Article 1*

The Protocol on financial and technical cooperation between

the European Economic Community and the Republic of Malta is hereby approved on behalf of the Community.

The text of the Protocol is attached to this Regulation.

*Article 2*

The President of the Council shall give the notification provided for in Article 21 (1) of the Protocol <sup>(3)</sup>.

*Article 3*

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

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

Done at Brussels, 7 July 1986.

*For the Council*

*The President*

N. LAWSON

<sup>(1)</sup> OJ No C 274, 25. 10. 1985, p. 7.

<sup>(2)</sup> OJ No C 176, 14. 7. 1986.

<sup>(3)</sup> The date of entry into force of the Financial Protocol will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

## PROTOCOL

## on financial and technical cooperation between the European Economic Community and the Republic of Malta

THE COUNCIL OF THE EUROPEAN COMMUNITIES,  
of the one part, and

THE GOVERNMENT OF THE REPUBLIC OF MALTA,  
of the other part,

CONSCIOUS of the need to promote the accelerated development of the Maltese economy with a view to facilitating the pursuit of the objectives of the Agreement establishing an association between the European Economic Community and Malta,

HAVE DECIDED to conclude this Protocol and to this end have designated as their plenipotentiaries:

THE COUNCIL OF THE EUROPEAN COMMUNITIES:

Josef WEYLAND,  
Ambassador Extraordinary and Plenipotentiary,  
Permanent Representative of Luxembourg,  
Chairman of the Permanent Representatives Committee;  
  
Jean DURIEUX,  
Special Adviser in the Directorate-General for External Relations of the Commission of the European Communities;

THE GOVERNMENT OF THE REPUBLIC OF MALTA:

Dr Paul FARRUGIA,  
Ambassador Extraordinary and Plenipotentiary,  
Permanent Delegate of the Republic of Malta to the European Economic Community;

WHO, having exchanged their full powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

*Article 1*

Within the framework of the financial and technical cooperation provided for in the Agreement establishing an Association between the European Economic Community and Malta, the Community shall participate, on the terms set out in this Protocol, in the financing of measures intended to contribute to the economic and social development of Malta.

*Article 2*

For the purpose specified in Article 1 and for a period expiring on 31 October 1988 an aggregate amount of 29,5 million ECU may be committed as follows:

- (a) 16 million ECU in the form of loans from the European Investment Bank, hereinafter referred to as 'the Bank', made from its own resources;

- (b) 13,5 million ECU from the Community's budgetary resources, composed of:
- 3 million ECU in the form of loans on special terms,
  - 10,5 million ECU in the form of grants.

Provision may be made for contributions to risk capital formation, to be charged against the amount shown in the first indent of (b); these may take the form *inter alia* of subordinated loans, conditional loans or acquisitions of holdings.

*Article 3*

1. The total amount fixed in Article 2 shall be used for the financing or part-financing of:

- capital projects in the fields of production and economic infrastructure, aimed in particular at diversifying the

economic structure of Malta and especially at promoting its industrialization and modernizing its agriculture,

- technical cooperation schemes that are a preliminary or a complement to capital projects drawn up by Malta,
- technical cooperation in the field of training.

2. The Community's financial contributions shall be used to cover internal and external costs necessarily incurred in carrying out approved projects or schemes (including costs in respect of studies, consulting engineers and technical assistance). They may not be used to cover current administrative, maintenance or operational expenditure.

#### *Article 4*

1. Capital projects shall be eligible for financing either by loans from the Bank, or by loans on special terms, or by grants, or by a combination of these three means.

2. Technical and economic cooperation shall normally be financed by grants.

#### *Article 5*

1. The amounts to be committed each year shall be distributed as evenly as possible throughout the period of application of this Protocol.

2. Any funds not committed at the end of the period referred to in Article 2 shall be used, until exhausted. In that case, the funds shall be used in accordance with the same arrangements as those laid down in this Protocol.

#### *Article 6*

1. Loans granted by the Bank from its own resources shall be made in accordance with the arrangements, conditions and procedures laid down in its statute. They shall, as regards their duration, be subject to terms established on the basis of the economic and financial characteristics of the projects for which these loans are intended, also taking into account the conditions obtaining on the capital markets on which the Bank procures its resources. The interest rate shall be determined in accordance with the Bank's practice at the time of signature of each loan contract.

2. Loans on special terms shall be granted for 40 years with 10 years' postponement of amortization and at an interest rate of 1 % per annum. The terms and arrangements for contributions to risk capital formation shall be determined on a case-by-case basis.

3. The loans may be granted through the intermediary of the State or appropriate Maltese bodies, on condition that they onlend the amounts to the recipients on terms decided, by agreement with the Community, on the basis of the economic and financial characteristics of the projects for which they are intended.

#### *Article 7*

Aid contributed by the Community for the execution of certain projects may, with the agreement of Malta, take the form of co-financing in which, in particular, credit and development bodies and institutions of Malta, of Member States or of third States or international finance organizations would take part.

#### *Article 8*

The following shall be eligible for financial and technical cooperation:

- (a) in general:
  - the State of Malta,
- (b) with the agreement of the Maltese Government, for projects or measures approved by it:
  - Maltese official development agencies,
  - private agencies working in Malta for economic and social developments,
  - undertakings carrying on their activities in accordance with industrial and business management methods and set up as legal persons within the meaning of Article 12,
  - groups of producers who are nationals of Malta, and exceptionally, where no such groups exist, the producers themselves,
  - scholarship holders and trainees sent by Malta under the training schemes referred to in Article 3.

#### *Article 9*

1. Upon the entry into force of this Protocol, the Community and Malta shall establish by mutual agreement the specific objectives of financial and technical cooperation, by reference to the priorities set by Malta's development plan.

These objectives may be reviewed by mutual agreement to take account of changes in Malta's economic situation or in the objectives and priorities set by its development plan.

2. Within the framework established pursuant to paragraph 1, financial and technical cooperation shall apply to projects and schemes drawn up by Malta or by other beneficiaries approved by that country.

*Article 10*

1. The State of Malta or, with the agreement of its Government, the other possible beneficiaries referred to in Article 8, shall submit their requests for financial aid to the Community.

2. The Community shall appraise the requests for financing in collaboration with the competent Maltese authorities and other beneficiaries, in accordance with the objectives referred to in Article 9 (1), and shall inform them of the decisions taken on such requests.

*Article 11*

1. The execution, management and maintenance of schemes that are the subject of financing under this Protocol shall be the responsibility of Malta or the other beneficiaries referred to in Article 8.

The Community shall make sure that this financial aid is expended in accordance with the agreed allocations and to the best economic advantage.

2. Certain rules for administering the financial aid granted by the Community will be the subject of an exchange of letters between the Commission and Malta at the conclusion of this Protocol.

*Article 12*

All natural and legal persons which come within the scope of the Treaty establishing the European Economic Community and all natural and legal persons of Malta may participate on equal terms in tendering procedures and other procedures for the award of contracts likely to be financed. Such legal persons formed in accordance with the law of a Member State of the EEC or of Malta must have their registered offices, their administrative head offices or their principal establishments in the territories in which the Treaty establishing the EEC is applied or in Malta; however, where only their registered offices are in those territories or in Malta, the activities of such legal persons must be effectively and continuously linked with the economy of those territories or of Malta.

*Article 13*

To promote participation by Maltese undertakings in the performance of works contracts, an accelerated procedure for issuing invitations to tender involving shorter time limits for the submission of tenders may be used where the works in question, because of their scale, are mainly of interest to Maltese undertakings.

This accelerated procedure may be used for invitations to tender the value of which is estimated at less than 2 million ECU.

*Article 14*

1. Malta shall apply to contracts awarded for the execution of projects or schemes financed by the Community fiscal and customs arrangements no less favourable than those applied *vis-à-vis* the most favoured international development organization.

2. The fiscal and customs arrangements shall be established by means of an exchange of letters between the Parties.

*Article 15*

Malta shall take the necessary measures to ensure that interest and all other payments due to the Community in respect of loans granted under this Protocol are exempted from any national or local tax or levy.

*Article 16*

Where a loan is accorded to a beneficiary other than the State of Malta, the provisions of a guarantee by the latter or of other adequate guarantees may be required by the Community as a condition of the grant of the loan.

*Article 17*

Throughout the duration of the loans accorded pursuant to this Protocol, Malta shall undertake to make available to debtors enjoying such loans, or to the guarantors thereof, the foreign currency necessary for the payment of interest, commission and other charges and the repayment of principal.

*Article 18*

The results of financial and technical cooperation may be examined within the Association Council. The latter shall establish, where appropriate, the general guidelines of such cooperation.

*Article 19*

One year before the expiry of this Protocol, the contracting parties shall examine what arrangements could be made for financial and technical cooperation during a possible further period.

*Article 20*

This Protocol shall be annexed to the Agreement establishing an association between the European Economic Community and Malta.

2. This Protocol shall enter into force on the first day of the second month following the date on which the notifications provided for in paragraph 1 have been given.

*Article 21*

1. This Protocol shall be subject to approval in accordance with the contracting parties' own procedures; the contracting parties shall notify each other that the procedures necessary to this end have been completed.

*Article 22*

This Protocol is drawn up in two original copies in the Danish, Dutch, English, French, German, Greek and Italian languages, each of these texts being equally authentic.

Til bekræftelse heraf har undertegnede befuldmægtigede underskrevet denne Protokol.

Zu Urkund dessen haben die unterzeichneten Bevollmächtigten ihre Unterschriften unter dieses Protokoll gesetzt.

Εἰς πίστωση των ανωτέρω, οι υπογεγραμμένοι πληρεξούσιοι ἔθεσαν τις υπογραφές τους στο παρόν πρωτόκολλο.

In witness whereof the undersigned Plenipotentiaries have signed this Protocol.

En foi de quoi, les plénipotentiaires soussignés ont apposé leurs signatures au bas du présent protocole.

In fede di che, i plenipotenziari sottoscritti hanno apposto le loro firme in calce al presente protocollo.

Ten blijke waarvan de ondergetekende gevolmachtigden hun handtekening onder dit Protocol hebben gesteld.

Udfærdiget i Bruxelles, den fjerde december nitten hundrede og femogfirs.

Geschehen zu Brüssel am vierten Dezember neunzehnhundertfünfundachtzig.

Έγινε στις Βρυξέλλες, στις τέσσερις Δεκεμβρίου χίλια εννιακόσια ογδόντα πέντε.

Done at Brussels on the fourth day of December in the year one thousand nine hundred and eighty-five.

Fait à Bruxelles, le quatre décembre mil neuf cent quatre-vingt-cinq.

Fatto a Bruxelles, addì quattro dicembre millenovecentoottantacinque.

Gedaan te Brussel, de vierde december negentienhonderd vijfentachtig.

For Rådet for De europæiske Fællesskaber

Für den Rat der Europäischen Gemeinschaften

Για το Συμβούλιο των Ευρωπαϊκών Κοινοτήτων

For the Council of the European Communities

Pour le Conseil des Communautés européennes

Per il Consiglio delle Comunità europee

Voor de Raad van de Europese Gemeenschappen



For republiken Maltas regering

Für die Regierung der Republik Malta

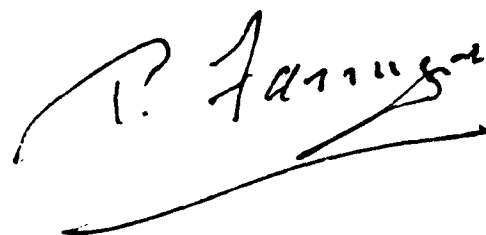
Για την Κυβέρνηση της Δημοκρατίας της Μάλτας

For the Government of the Republic of Malta

Pour le gouvernement de la république de Malte

Per il governo della Repubblica di Malta

Voor de Regering van de Republiek Malta



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## II

*(Acts whose publication is not obligatory)*

## COUNCIL

## COUNCIL DECISION

of 14 July 1986

concerning the conclusion of the framework Agreement for scientific and technical cooperation  
between the European Communities and the Republic of Austria

(86/357/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to the Treaty establishing the European Atomic Energy Community,

Having regard to the recommendation from the Commission,

Whereas the framework Agreement for scientific and technical cooperation between the European Communities and the Republic of Austria should be approved,

HAS DECIDED AS FOLLOWS:

*Article 1*

The framework Agreement for scientific and technical cooperation between the European Communities and the

Republic of Austria is hereby approved on behalf of the European Economic Community.

The text of the Agreement is attached to this Decision.

*Article 2*

The President of the Council shall give the notification provided for in Article 13 of the Agreement.

Done at Brussels, 14 July 1986.

*For the Council*

*The President*

M. JOPLING

**FRAMEWORK AGREEMENT**

**for scientific and technical cooperation between the European Communities and the Republic of Austria**

THE COUNCIL OF THE EUROPEAN COMMUNITIES, acting on behalf of the European Economic Community AND THE COMMISSION OF THE EUROPEAN COMMUNITIES, acting on behalf of the European Atomic Energy Community,

of the one part,

THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA acting on behalf of the Republic of Austria, hereinafter called 'Austria',

of the other part,

WHEREAS, without prejudice to the relevant provisions of the Treaties establishing the European Communities, this framework Agreement and any activities entered into under the Agreement will in no way affect the powers vested in the Member States to undertake bilateral activities with Austria in the field of science, technology, research and development and to conclude, where appropriate, agreements to that end;

CONSIDERING the importance of scientific and technical research for Austria and the Communities and their mutual interest in cooperation in this field in order better to utilize resources and avoid wasteful duplications;

WHEREAS, on the occasion of the meeting in Luxembourg on 9 April 1984, the ministers of the Member States of the Communities, the ministers of the Member States of the European Free Trade Association (EFTA) and the Commission considered that the growing economic interdependence between the Communities and the EFTA countries justifies, in particular, cooperation in the field of research and development and stressed the necessity to increase these efforts, in particular with the aim of promoting mobility of researchers; whereas, in addition, the ministers wished that particular attention should be given to certain industrial and technical fields of the future;

WHEREAS Austria and the European Economic Community also cooperate in the framework of European Cooperation in the field of Scientific and Technical Research (COST), and whereas they intend to continue their efforts in this body;

WHEREAS Austria and the Communities are pursuing important research programmes in areas of high priority and whereas the objectives of these programmes coincide to a large extent;

WHEREAS Austria and the Communities have an interest in cooperation within the framework of a large number of these programmes;

WHEREAS, in order to achieve this, it is desirable to establish a framework encompassing the total cooperation between Austria and the Communities in the field of research, with which organizations and private enterprises could be associated; whereas, in addition, this framework should provide simple and efficient procedures and be dynamic in character,

HAVE AGREED AS FOLLOWS:

**A. Objective of the Agreement**

*Article 1*

The Agreement defines a framework for the development of scientific and technical cooperation between Austria and the Communities in fields of common interest which are the subject of Community and Austrian research and development programmes.

*Article 2*

The cooperation may be carried out by public or private organizations and undertakings participating in the research programmes in Austria and the Communities as referred to in Article 1.

*Article 3*

The cooperation may take the following forms:

- regular exchanges of views on the direction and priorities of research policies and planning in Austria and the Communities,
- exchanges of views on the prospects and on the development of cooperation,
- transmission of information resulting from the cooperation provided by this Agreement,
- coordination of programmes and projects carried out in Austria and in the Communities,
- participation in joint programmes or sub-programmes and the carrying out of joint actions in Austria and in the European Communities.

#### *Article 4*

The cooperation may be implemented in the following ways:

- joint meetings,
- visits and exchanges of researchers, engineers and technical staff,
- regular contacts between programme or project planners and managers,
- participation by experts in seminars, symposia and workshops,
- participation in joint programmes or subprogrammes and joint actions,
- availability of documents and communication of the results of work carried out in the framework of the cooperation.

#### *Article 5*

The cooperation may be adapted and developed at any time by common agreement of the contracting parties.

### **B. Implementation of the cooperation**

#### *Article 6*

The cooperation covered by this Agreement shall be carried out through appropriate agreements.

#### *Article 7*

The agreements referred to in Article 6 shall specify the form of, and arrangements for, cooperation in each case, as well as:

- objectives of scientific and technical content,
- rules concerning dissemination of knowledge and intellectual property,
- provisions concerning staff mobility and the participation of one contracting party's representatives in the organizations of the other party,
- procedures for financial participation in agreements,
- any other appropriate procedures.

#### *Article 8*

The agreements as referred to in Article 6 shall be concluded in accordance with procedures in force for each contracting party.

#### *Article 9*

The contracting parties shall communicate to each other the names of the organizations and undertakings, as referred to in Article 2, taking part in the cooperation.

### **C. Joint Committee**

#### *Article 10*

A Joint Committee called 'the Austria/Communities Research Committee' shall be set up, to:

- identify likely areas of cooperation and examine any measure to improve and develop the cooperation,
- carry out regular exchanges of views on the direction and priorities of research policies and planning in Austria and the Communities and on cooperation prospects,
- seek to ensure the proper execution of this Agreement.

#### *Article 11*

The Joint Committee, composed of representatives of the Commission and Austria, shall adopt its own rules of procedure.

It shall meet at the request of any of the contracting parties and at least once a year.

**D. European Coal and Steel Community***Article 14**Article 12*

A separate Protocol could be concluded between the European Coal and Steel Community and its Member States, of the one part, and Austria, of the other part, if it proved mutually advantageous to cooperate in areas covered by the Treaty establishing the European Coal and Steel Community.

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 hand, to the territory of the Republic of Austria.

*Article 15*

This Agreement shall be of indefinite duration. Each contracting party shall be able at any time to denounce this Agreement or request a review thereof subject to 12 months' notice.

**E. Final provisions***Article 13*

This Agreement shall be approved by the contracting parties in accordance with their existing procedures. It shall enter into force on the date on which the contracting parties have notified each other of the completion of the procedures necessary for this purpose.

*Article 16*

This Agreement shall be drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese, and Spanish languages, each of these texts being equally authentic.

Hecho en Bruselas, el quince de julio de mil novecientos ochenta y seis.

Udfærdiget i Bruxelles, den femtende juli nitten hundrede og seksogfirs.

Geschehen zu Brüssel am fünfzehnten Juli neunzehnhundertsechszundachtzig.

Έγινε στις Βρυξέλλες, στις δεκαπέντε Ιουλίου χίλια εννιακόσια ογδόντα έξι.

Done at Brussels on the fifteenth day of July in the year one thousand nine hundred and eighty-six.

Fait à Bruxelles, le quinze juillet mil neuf cent quatre-vingt-six.

Fatto a Bruxelles, addì quindici luglio millenovecentoottantasei.

Gedaan te Brussel, de vijftiende juli negentienhonderd zesentachtig.

Feito em Bruxelas, em quinze de Julho de mil novecentos e oitenta e seis.

Por el Consejo y la Comisión de las Comunidades Europeas

For Rådet og Kommissionen for De europæiske Fællesskaber

Für den Rat und die Kommission der Europäischen Gemeinschaften

Για το Συμβούλιο και την Επιτροπή των Ευρωπαϊκών Κοινοτήτων

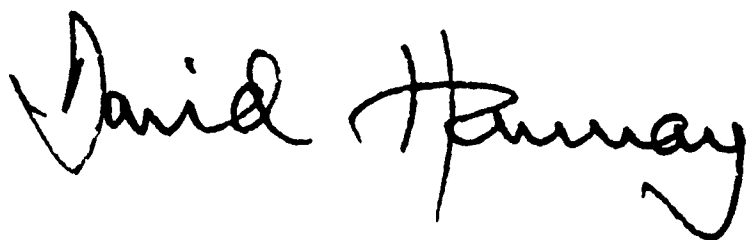
For the Council and the Commission of the European Communities

Pour le Conseil et la Commission des Communautés européennes

Per il Consiglio e la Commissione delle Comunità europee

Voor de Raad en de Commissie van de Europese Gemeenschappen

Pelo Conselho e pela Comissão das Comunidades Europeias



En nombre del Gobierno de la República de Austria

På vegne af regeringen for republikken Østrig

Im Namen der Regierung der Republik Österreich

Εξ ονόματος της Κυβέρνησης της Δημοκρατίας της Αυστρίας

On behalf of the Government of the Republic of Austria

Au nom du gouvernement de la république d'Autriche

A nome del governo della Repubblica d'Austria

Namens de Regering van de Republiek Oostenrijk

Em nome do Governo da República da Áustria



## COUNCIL DECISION

of 14 July 1986

concerning the conclusion of a Community COST Concertation Agreement on a concerted action project in the field of aquatic primary biomass (*marine macroalgae*) (COST Project 48)

(86/358/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to the draft Decision submitted by the Commission,

Whereas by its Decision 85/195/EEC <sup>(1)</sup>, the Council adopted a multiannual research action programme for the European Economic Community in the field of biotechnology (1985 to 1989) including a concerted action project on aquatic primary biomass (*marine macroalgae*);

Whereas Article 7 (1) of Decision 85/195/EEC lays down that the Community may conclude Agreements with non-member States participating in European Cooperation in the field of Scientific and Technical Research (COST) with a view to ensuring cooperation between the Community concerted action project on aquatic primary biomass (*marine macroalgae*) and the relevant programmes of such States;

Whereas Article 7 (2) of the said Decision authorizes the Commission to negotiate the said Agreements;

Whereas pursuant to the said Article 7 (2) the Commission has completed these negotiations;

Whereas this Agreement should be approved,

HAS DECIDED AS FOLLOWS:

*Article 1*

The Community COST Concertation Agreement on a concerted action project in the field of aquatic primary biomass (*marine macroalgae*) (COST Project 48) is hereby approved on behalf of the Community.

The text of the Agreement is attached hereto.

*Article 2*

The President of the Council shall give the notification provided for in Article 6 (2) of the Agreement <sup>(2)</sup>.

Done at Brussels, 14 July 1986.

*For the Council**The President*

M. JOPLING

<sup>(1)</sup> OJ NO L 83, 25. 3. 1985, p. 1.

<sup>(2)</sup> The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

## COMMUNITY COST CONCERTATION AGREEMENT

on a concerted action project in the field of aquatic primary biomass (*MARINE MACROALGAE*) (*COST Project 48*)

THE EUROPEAN ECONOMIC COMMUNITY,  
hereinafter referred to as 'the Community', and

THE SIGNATORY STATES TO THIS AGREEMENT,  
hereinafter referred to as 'the participating non-member States',

Whereas a research project in the field of aquatic biomass was proposed in 1980 by the Norwegian delegation within the framework of European Cooperation in the field of Scientific and Technical Research (COST);

Whereas by its Decision of 12 March 1985 the Council of the European Communities hereinafter referred to as 'the Council' adopted a multiannual research action programme for the European Economic Community in the field of biotechnology (1985 to 1989) which includes a concerted action project on aquatic primary biomass (*marine macroalgae*);

Whereas the Member States of the Community and the participating non-member States, hereinafter referred to as 'the States', and the Community intend, subject to the rules and procedures applicable to their national programmes, to carry out the research described in Annex A; whereas they are prepared to integrate such research into a process of concertation which they consider will be of mutual benefit;

Whereas the implementation of the research covered by the concerted action project will require a financial contribution of about 30 million ECU from the States and the Community,

HAVE AGREED AS FOLLOWS:

### Article 1

The Community and the participating non-member States, hereinafter referred to as 'the contracting parties', shall participate for a period extending until 31 December 1989 in a concerted action project in the field of aquatic primary biomass (*marine macroalgae*).

The project is described in detail in Annex A.

The States remain entirely responsible for the research executed by their national institutions or bodies.

### Article 2

Cooperation between the contracting parties shall be effected through the Management and Coordination Advisory

Committee (CGC) in the field of biotechnology, set up by the Council Decision of 29 June 1984 dealing with structures and procedures for the management and coordination of Community research, development and demonstration activities, meeting in appropriate configuration and enlarged to include representatives or experts of the participating non-member States.

The terms of reference and the composition of this enlarged Committee hereinafter referred to as 'the Committee' are defined in accordance with the said Decision.

### Article 3

In order to ensure optimum efficiency in the execution of this concerted action project, a project leader shall be appointed by the Commission after having consulted the national representatives or experts to the Committee.

### Article 4

The estimated financial contribution by the contracting parties to the coordination costs for the period referred to in the first paragraph of Article 1 shall be:

- 750 000 ECU from the Community,
- 62 000 ECU from each participating non-member State.

The ECU is that defined by the financial Regulation in force applicable to the general budget of the European Communities and by the financial arrangements adopted pursuant thereto.

The rules governing the financing of the Agreement are set out in Annex B.

### Article 5

Through the Committee, the States and the Community shall regularly exchange all useful information concerning the execution of the research covered by the concerted action project. The States shall provide the Commission with all information relevant for coordination purposes. They shall also endeavour to provide the Commission with information on similar research planned or carried out by other bodies which are not under their authority. Any information shall be treated as confidential if so requested by the State which provides it.

### Article 6

1. This Agreement shall be open for signature by the Community and by the non-member States which took part

in the ministerial conference held in Brussels on 22 and 23 November 1971.

2. As a condition precedent to its participation in the concerted action project defined in Article 1, each of the contracting parties shall, after signing this Agreement, have notified the Secretary-General of the Council not later than 1 March 1987 of the completion of the procedures necessary under its internal provisions for the implementation of this Agreement.

3. For the contracting parties which transmit the notification provided for in paragraph 2, this Agreement shall come into force on the first day of the month following that in which the Community and at least one of the participating non-member States transmitted these notifications.

For those contracting parties which transmit the notification after the entry into force of this Agreement, it shall come into force on the first day of the second month following the month in which the notification was transmitted.

Contracting parties which have not transmitted this notification when this Agreement comes into force shall be able to take part in the work of the Committee without voting rights until 1 March 1987.

#### *Article 7*

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 hand, to the territories of the participating non-member States.

#### *Article 8*

The Agreement, drawn up in a single original in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each text being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities, which shall transmit a certified copy to each of the contracting parties.

*ANNEX A***RESEARCH COVERED BY THE CONCERTED ACTION PROJECT**

1. Examination of primary production and harvesting techniques for the optimization of biomass production from natural population of marine plants.
  2. Development of methods for intensive cultivation and genetic improvement of species of marine algae in attached and unattached forms in various cultivation systems.
  3. Studies of the uptake of nutrients by marine algae in various cultivation systems and the use of waste waters for this purpose.
  4. Examination of a wide range of marine algae for new fine chemicals and biochemicals for direct use or as precursors for chemical and pharmaceutical applications.
  5. Toxicity testing of marine plants destined for human or animal consumption; environmental impact studies.
  6. Studies of conversion of marine plants for the production of energy (e.g. fermentation to methane, thermochemical processes) or chemical compounds.
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## ANNEX B

## FINANCING RULES

*Article 1*

These provisions lay down the financial rules referred to in Article 4 of the Agreement.

*Article 2*

At the beginning of each financial year, the Commission shall send to each of the participating non-member States a call for funds corresponding to its share of the annual coordination costs under the Agreement, calculated in proportion to the maximum amounts laid down in Article 4 of the Agreement.

This contribution shall be expressed both in ECU and the currency of the participating non-member State concerned, the value of the ECU being defined in the financial Regulation applicable to the general Budget of the European Communities and determined on the date of the call for funds.

The total contributions shall cover the travel costs of the national representatives or experts to the Committee, in addition to the coordination costs proper which include meetings, contracts to be concluded with persons or bodies in the participating States with a view to ensuring coordination and exchange of research workers between laboratories.

Each participating non-member State shall pay its annual contribution to the coordination costs under the Agreement at the beginning of each year, and by 31 March at the latest. Any delay in the payment of the annual contribution shall give rise to the payment of interest by the participating non-member State concerned at a rate equal to the highest discount rate ruling in the States on the due date. The rate shall be increased by 0,25 % for each month of delay. The increased rate shall be applied to the entire period of delay. However, such interest shall be chargeable only if payment is effected more than three months after the issue of a call for funds by the Commission.

*Article 3*

The funds paid by participating non-member States shall be credited to the concerted action project as budget receipts allocated to a heading in the statement of the revenue of the general Budget of the European Communities (Commission section).

*Article 4*

The provisional timetable for the coordination costs referred to in Article 4 of the Agreement is appended hereto.

*Article 5*

The financial Regulation in force applicable to the general Budget of the European Communities shall apply to the management of the appropriations.

*Article 6*

At the end of each financial year, a statement of appropriations for the concerted action project shall be prepared and transmitted to the participating non-member States for information.

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## PROVISIONAL TIMETABLE FOR THE COORDINATION COSTS

|                                                                                                                       | 1985        |             |  | 1986                      |                           |  | 1987                      |                           |  | 1988                      |                           |  | 1989                      |                           |  | Total                     |               |               |
|-----------------------------------------------------------------------------------------------------------------------|-------------|-------------|--|---------------------------|---------------------------|--|---------------------------|---------------------------|--|---------------------------|---------------------------|--|---------------------------|---------------------------|--|---------------------------|---------------|---------------|
|                                                                                                                       | CA          | PA          |  | CA                        | PA                        |  | CA                        | PA                        |  | CA                        | PA                        |  | CA                        | PA                        |  | CA                        | PA            |               |
| 1. Initial estimate of overall requirements:                                                                          |             |             |  |                           |                           |  |                           |                           |  |                           |                           |  |                           |                           |  |                           |               |               |
| — Staff and administrative operating expenditure                                                                      | —           | —           |  | 80                        | 80                        |  | 132                       | 132                       |  | 134                       | 134                       |  | 116                       | 116                       |  | 462                       | 462           |               |
| — Contracts                                                                                                           | —           | —           |  | 70                        | 68                        |  | 100                       | 90                        |  | 100                       | 90                        |  | 18                        | 40                        |  | 288                       | 288           |               |
| Total                                                                                                                 | —           | —           |  | 150                       | 148                       |  | 232                       | 222                       |  | 234                       | 224                       |  | 134                       | 156                       |  | 750                       | 750           |               |
| 2. Revised estimate of expenditure with additional requirements resulting from the participation of non-Member States | —<br>+<br>— | —<br>+<br>— |  | 150<br>+<br>$n \times 12$ | 148<br>+<br>$n \times 12$ |  | 232<br>+<br>$n \times 19$ | 222<br>+<br>$n \times 18$ |  | 234<br>+<br>$n \times 20$ | 224<br>+<br>$n \times 19$ |  | 134<br>+<br>$n \times 11$ | 156<br>+<br>$n \times 13$ |  | 750<br>+<br>$n \times 62$ | 750<br>+      | $n \times 62$ |
| 3. Difference between 1 and 2 to be covered by contributions from participating non-Member States                     | —           | —           |  | $n \times 12$             | $n \times 12$             |  | $n \times 19$             | $n \times 18$             |  | $n \times 20$             | $n \times 19$             |  | $n \times 11$             | $n \times 13$             |  | $n \times 62$             | $n \times 62$ |               |

n: Number of participating non-Member States.  
CA: Commitment appropriations.  
PA: Payment appropriations.

## COUNCIL DECISION

of 14 July 1986

concerning the conclusion of a Community COST Concertation Agreement between the European Economic Community and the Republic of Finland, the Kingdom of Norway, the Kingdom of Sweden, the Swiss Confederation and the Socialist Federal Republic of Yugoslavia on a concerted action project in the field of plant *in vitro* culture (COST Project 87)

(86/359/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to the draft Decision submitted by the Commission,

Whereas by its Decision 85/195/EEC <sup>(1)</sup>, the Council adopted a multiannual research action programme for the European Economic Community in the field of biotechnology (1985 to 1989) including a concerted action project on plant *in vitro* culture;

Whereas Article 7 (1) of Decision 85/195/EEC lays down that the Community may conclude Agreements with non-member States participating in European Cooperation in the Field of Scientific and Technical Research (COST) with a view to ensuring cooperation between the Community concerted action project on plant *in vitro* culture and the relevant programmes of such States;

Whereas Article 7 (2) of the said Decision authorizes the Commission to negotiate the Agreements;

Whereas pursuant to the said Article 7 (2) the Commission has negotiated an Agreement with Finland, Norway, Sweden, Switzerland and Yugoslavia;

Whereas this Agreement should be approved,

HAS DECIDED AS FOLLOWS:

*Article 1*

The Community COST Concertation Agreement between the European Economic Community and the Republic of Finland, the Kingdom of Norway, the Kingdom of Sweden, the Swiss Confederation and the Socialist Federal Republic of Yugoslavia on a concerted action project in the field of plant *in vitro* culture (COST Project 87) is hereby approved on behalf of the Community.

The text of the Agreement is attached hereto.

*Article 2*

The President of the Council shall give the notification provided for in Article 6 (2) of the Agreement <sup>(2)</sup>.

Done at Brussels, 14 July 1986

*For the Council**The President*

M. JOPLING

<sup>(1)</sup> OJ No L 83, 25. 3. 1985, p. 1.

<sup>(2)</sup> The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

## COMMUNITY COST CONCERTATION AGREEMENT

between the European Economic Community and the Republic of Finland, the Kingdom of Norway, the Kingdom of Sweden, the Swiss Confederation and the Socialist Federal Republic of Yugoslavia on a concerted action project in the field of plant *in vitro* culture (COST Project 87)

THE EUROPEAN ECONOMIC COMMUNITY,  
hereinafter referred to as 'the Community',

THE REPUBLIC OF FINLAND, THE KINGDOM OF NORWAY, THE KINGDOM OF SWEDEN, THE SWISS CONFEDERATION AND THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA,

hereinafter referred to as 'the participating non-member States',

Whereas a research project in the field of plant *in vitro* culture was proposed in 1980 by the Swiss delegation within the framework of European Cooperation in the field of Scientific and Technical Research (COST);

Whereas a memorandum of understanding for carrying out a European Research Project on *in vitro* cultures for the purification and propagation of plants (COST Project 87) was signed by Belgium, Denmark, the Federal Republic of Germany, Ireland, Italy, the Netherlands, Norway, Sweden, Switzerland and the United Kingdom in 1983 and by Spain in 1985;

Whereas Section 3 of that memorandum lays down that it will expire when a Community COST Concertation Agreement on *in vitro* cultures for the purification and propagation of plants comes into force;

Whereas by its Decision of 12 March 1985 the Council of the European Communities, hereinafter referred to as 'the Council' adopted a multiannual research action programme for the European Economic Community in the field of biotechnology (1985 to 1989) which provides in particular for a concerted action project on plant *in vitro* culture;

Whereas the Member States of the Community and the participating non-member States, hereinafter referred to as 'the States', and the Community intend, subject to the rules and procedures applicable to their national programmes, to carry out the research described in Annex A; whereas they prepared to integrate such research into a process of concertation which they consider will be of mutual benefit;

Whereas the implementation of the research covered by the concerted action project will require a financial contribution of about 20 million ECU from the States and the Community,

HAS AGREED AS FOLLOWS:

### Article 1

The Community and the participating non-member States, hereinafter referred to as 'the contracting parties', shall

participate for a period extending until 14 June 1988 in a concerted action project in the field of plant *in vitro* culture.

This project is described in detail in Annex A.

The States remain entirely responsible for the research executed by their national institutions or bodies.

### Article 2

Concertation between the contracting parties shall be effected through the Management and Coordination Advisory Committee (CGC) in the field of biotechnology set up by the Council Decision of 29 June 1984 dealing with structures and procedures for the management and coordination of Community research, development and demonstration activities, meeting in appropriate configuration and enlarged to include the representatives or experts of the participating non-member States.

The terms of reference and the composition of this enlarged committee hereinafter referred to as 'the committee' are defined in accordance with the said Decision.

### Article 3

In order to ensure optimum efficiency in the execution of this concerted action project, a project leader shall be appointed by the Commission after having consulted the national representatives or experts to the committee.

### Article 4

The estimated financial contribution by the contracting parties to the coordination costs for the period referred to in the first paragraph of Article 1 shall be:

- 400 000 ECU from the Community,
- 33 000 ECU from each participating non-member State.

The ECU is that defined by the financial Regulation in force applicable to the general Budget of the European Communities and by the financial arrangements adopted pursuant thereto.

The rules governing the financing of the Agreement are set out in Annex B.

*Article 5*

Through the committee, the States and the Community shall regularly exchange all useful information concerning the execution of the research covered by the concerted action project. The States shall provide the Commission with all information relevant for coordination purposes. They shall also endeavour to provide the Commission with information on similar research planned or carried out by other bodies which are not under their authority. Any information shall be treated as confidential if so requested by the State which provides it.

*Article 6*

1. Each of the contracting parties shall, after signing this Agreement, notify the Secretary-General of the Council as soon as possible, of the completion of the procedures necessary under its internal provisions for the implementation of this Agreement.

2. For the contracting parties which have transmitted the notification provided for in paragraph 1, this Agreement shall enter into force on the first day of the month following that in which the Community and at least one of the participating non-member States transmitted these notifications.

For those contracting parties which transmit the notification after the entry into force of this Agreement, it shall come into force on the first day of the second month following the month in which the notification was transmitted.

Contracting parties which have not yet transmitted this notification at the time of entry into force of this Agreement shall be able to take part in the work of the committee without voting rights for a period of six months following the entry into force of this Agreement.

3. The Secretary-General of the Council shall notify each of the contracting parties of the deposit of the notifications provided for in paragraph 1 and of the date of entry into force of this Agreement.

*Article 7*

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 hand, to the territories of the participating non-member States.

*Article 8*

This Agreement, drawn up in a single original in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each text being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities, which shall transmit a certified copy to each of the contracting parties.

## ANNEX A

**RESEARCH COVERED BY THE CONCERTED ACTION PROJECT**

The primary aims of this research consist of developing tissue culture methods for:

- rapid multiplication of healthy plants,
- freeing plants from pathogens,
- safe long-term storage of plant cultures.

The model plants selected are:

- Apple rootstock M 26,
  - Cordyline,
  - Nephrolepis,
  - Gerbera,
  - Pelargonium,
  - Saintpaulia.
-

*ANNEX B***FINANCING RULES***Article 1*

These provisions lay down the financial rules referred to in Article 4 of the Agreement.

*Article 2*

At the beginning of each financial year, the Commission shall send to each of the participating non-member States a call for funds corresponding to its share of the annual coordination costs under the Agreement, calculated in proportion to the maximum amounts laid down in Article 4 of the Agreement.

This contribution shall be expressed both in ECU and the currency of the participating non-member States concerned, the value of the ECU being defined in the financial Regulation applicable to the general Budget of the European Communities and determined on the date of the call for funds.

The total contributions shall cover the travel costs of the national representatives or experts to the committee, in addition to the coordination costs proper which include meetings, contracts to be concluded with persons or bodies in the participating States with a view to insuring coordination and exchange of research workers between laboratories.

Each participating non-member State shall pay its annual contribution to the coordination costs under the Agreement at the beginning of each year, and by 31 March at the latest. Any delay in the payment of the annual contribution shall give rise to the payment of interest by the participating non-member State concerned at a rate equal to the highest discount rate ruling in the States on the due date. The rate shall be increased by 0,25 % for each month of delay. The increased rate shall be applied to the entire period of delay. However, such interest shall be chargeable only if payment is effected more than three months after the issue of a call for funds by the Commission.

*Article 3*

The funds paid by participating non-member States shall be credited to the concerted action project as budget receipts allocated to a heading in the statement of the revenue of the general Budget of the European Communities (Commission section).

*Article 4*

The provisional timetable for the coordination costs referred to in Article 4 of the Agreement is appended.

*Article 5*

The financial Regulation in force applicable to the general Budget of the European Communities shall apply to the management of the appropriations.

*Article 6*

At the end of each financial year, a statement of appropriations for the concerted action project shall be prepared and transmitted to the participating non-member States for information.

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## Appendix

## PROVISIONAL TIMETABLE FOR THE COORDINATION COSTS

(x 1 000 ECU)

|                                                                                                                       | 1985             |                  | 1986               |                  | 1987               |                    | 1988               |                    | Total              |                    |
|-----------------------------------------------------------------------------------------------------------------------|------------------|------------------|--------------------|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                                                                                                       | CA               | PA               | CA                 | PA               | CA                 | PA                 | CA                 | PA                 | CA                 | PA                 |
| 1. Initial estimate of overall requirements:                                                                          |                  |                  |                    |                  |                    |                    |                    |                    |                    |                    |
| — Staff and administrative operating expenditure                                                                      | 12               | 12               | 60                 | 60               | 72                 | 72                 | 46                 | 46                 | 190                | 190                |
| — Contracts                                                                                                           | —                | —                | 60                 | 30               | 80                 | 90                 | 70                 | 90                 | 210                | 210                |
| Total                                                                                                                 | 12               | 12               | 120                | 90               | 152                | 162                | 116                | 136                | 400                | 400                |
| 2. Revised estimate of expenditure with additional requirements resulting from the participation of non-member States | 12<br>+<br>n x 1 | 12<br>+<br>n x 1 | 120<br>+<br>n x 10 | 90<br>+<br>n x 8 | 152<br>+<br>n x 12 | 162<br>+<br>n x 13 | 116<br>+<br>n x 10 | 136<br>+<br>n x 11 | 400<br>+<br>n x 33 | 400<br>+<br>n x 33 |
| 3. Difference between 1 and 2 to be covered by contributions from participating non-member States                     | n x 1            | n x 1            | n x 10             | n x 8            | n x 12             | n x 13             | n x 10             | n x 11             | n x 33             | n x 33             |

Number of participating non-member States.

**CA: Commitment appropriations.**

PA: Payment appropriations.

COMMISSION OF THE EUROPEAN COMMUNITIES

THE AGRICULTURAL SITUATION IN THE COMMUNITY

1985 REPORT

Report published in conjunction with the 'Nineteenth General Report on the Activities of the European Communities'

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