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I

(Acts whose publication is obligatory)

**COMMISSION REGULATION (EC) No 2590/2000
of 27 November 2000
establishing the standard import values for determining the entry price of certain fruit and
vegetables**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Commission Regulation (EC) No 3223/94 of 21 December 1994 on detailed rules for the application of the import arrangements for fruit and vegetables ⁽¹⁾, as last amended by Regulation (EC) No 1498/98 ⁽²⁾, and in particular Article 4(1) thereof,

Whereas:

- (1) Regulation (EC) No 3223/94 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in the Annex thereto.

- (2) In compliance with the above criteria, the standard import values must be fixed at the levels set out in the Annex to this Regulation,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 4 of Regulation (EC) No 3223/94 shall be fixed as indicated in the Annex hereto.

Article 2

This Regulation shall enter into force on 28 November 2000.

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

Done at Brussels, 27 November 2000.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 337, 24.12.1994, p. 66.

⁽²⁾ OJ L 198, 15.7.1998, p. 4.

ANNEX

to the Commission Regulation of 27 November 2000 establishing the standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)

CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	052	102,3
	204	113,0
	999	107,7
0707 00 05	052	116,0
	999	116,0
0709 90 70	052	77,8
	999	77,8
0805 20 10	204	79,4
	999	79,4
0805 20 30, 0805 20 50, 0805 20 70, 0805 20 90	052	66,8
	999	66,8
	052	78,9
0805 30 10	528	28,7
	600	76,9
	999	61,5
	052	76,5
	400	66,1
0808 10 20, 0808 10 50, 0808 10 90	404	78,8
	999	73,8
	052	80,3
	064	57,5
	388	78,5
0808 20 50	400	114,5
	999	82,7

⁽¹⁾ Country nomenclature as fixed by Commission Regulation (EC) No 2543/1999 (OJ L 307, 2.12.1999, p. 46). Code '999' stands for 'of other origin'.

**COMMISSION REGULATION (EC) No 2591/2000
of 27 November 2000**

laying down rates of compensatory interest applicable during the first half of 2001 to customs debts incurred in relation to compensating products or goods in the unaltered state (inward processing relief arrangements and temporary importation)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EEC) No 2913/92 of 12 October 1992 establishing the Community Customs Code ⁽¹⁾, as last amended by European Parliament and Council Regulation (EC) No 955/1999 ⁽²⁾,

Having regard to Commission Regulation (EEC) No 2454/93 of 2 July 1993 laying down provisions for the implementation of Council Regulation (EEC) No 2913/92 establishing the Community Customs Code ⁽³⁾ as last amended by Regulation (EC) No 1602/2000 ⁽⁴⁾, and in particular Article 589(4)(a) and Article 709 thereof,

Whereas:

- (1) Article 589(4)(a) of Regulation (EEC) No 2454/93 provides that the Commission shall publish rates of compensatory interest applicable to customs debts incurred in relation to compensating products or goods in the unaltered state, in order to make up for the unjustified financial advantage arising from the postponement of the date on which the customs debt is incurred in the case of non-exportation out of the customs territory of the Community.
- (2) The rates of compensatory interest for the first half of 2001 must be established in accordance with the rules laid down in that Regulation,

HAS ADOPTED THIS REGULATION:

Article 1

The annual rates of compensatory interest referred to in Articles 589(4)(a) and 709(3)(a) of Regulation (EEC) No 2454/93 applicable for the period 1 January to 30 June 2001 are the following:

Belgium	3,90
Denmark	4,33
Federal Republic of Germany	3,90
Greece	8,52
Spain	3,90
France	3,90
Ireland	3,90
Italy	3,90
Luxembourg	3,90
Netherlands	3,90
Austria	3,90
Portugal	3,90
Finland	3,90
Sweden	4,04
United Kingdom	6,24

Article 2

This Regulation shall enter into force on 1 January 2001.

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

Done at Brussels, 27 November 2000.

For the Commission
Frederik BOLKESTEIN
Member of the Commission

⁽¹⁾ OJ L 302, 19.10.1992.

⁽²⁾ OJ L 119, 7.5.1999, p. 1.

⁽³⁾ OJ L 253, 11.10.1993.

⁽⁴⁾ OJ L 188, 26.7.2000, p. 1.

COMMISSION REGULATION (EC) No 2592/2000**of 27 November 2000****fixing Community producer and import prices for carnations and roses with a view to the application of the arrangements governing imports of certain floricultural products originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EEC) No 4088/87 of 21 December 1987 fixing conditions for the application of preferential customs duties on imports of certain flowers originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip ⁽¹⁾, as last amended by Regulation (EC) No 1300/97 ⁽²⁾, and in particular Article 5 (2) (a) thereof,

Whereas:

Pursuant to Article 2 (2) and Article 3 of abovementioned Regulation (EEC) No 4088/87, Community import and producer prices are fixed each fortnight for uniflorous (bloom) carnations, multiflorous (spray) carnations, large-flowered roses and small-flowered roses and apply for two-weekly periods. Pursuant to Article 1b of Commission Regulation (EEC) No 700/88 of 17 March 1988 laying down detailed rules for the application of the arrangements for the import into the Community of certain floricultural products originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip ⁽³⁾, as last amended by Regulation (EC) No 2062/

97 ⁽⁴⁾, those prices are determined for fortnightly periods on the basis of weighted prices provided by the Member States. Those prices should be fixed immediately so the customs duties applicable can be determined. Whereas, to that end, provision should be made for this Regulation to enter into force immediately,

HAS ADOPTED THIS REGULATION:

Article 1

The Community producer and import prices for uniflorous (bloom) carnations, multiflorous (spray) carnations, large-flowered roses and small-flowered roses as referred to in Article 1b of Regulation (EEC) No 700/88 for a fortnightly period shall be as set out in the Annex.

Article 2

This Regulation shall enter into force on 28 November 2000.

It shall apply from 29 November to 12 December 2000.

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

Done at Brussels, 27 November 2000.

For the Commission

Franz FISCHLER

Member of the Commission

⁽¹⁾ OJ L 382, 31.12.1987, p. 22.

⁽²⁾ OJ L 177, 5.7.1997, p. 1.

⁽³⁾ OJ L 72, 18.3.1988, p. 16.

⁽⁴⁾ OJ L 289, 22.10.1997, p. 1.

ANNEX

to the Commission Regulation of 27 November 2000 fixing Community producer and import prices for carnations and roses with a view to the application of the arrangements governing imports of certain floricultural products originating in Cyprus, Israel, Jordan, Morocco and the West Bank and the Gaza Strip

(EUR/100 pieces)

Period: from 29 November to 12 December 2000				
Community producer price	Uniflorous (bloom) carnations	Multiflorous (spray) carnations	Large-flowered roses	Small-flowered roses
	15,70	12,44	41,28	19,26
Community import prices	Uniflorous (bloom) carnations	Multiflorous (spray) carnations	Large-flowered roses	Small-flowered roses
Israel	13,64	13,29	16,70	13,88
Morocco	17,23	16,99	—	—
Cyprus	—	—	—	—
Jordan	—	—	—	—
West Bank and Gaza Strip	—	—	—	—

COMMISSION REGULATION (EC) No 2593/2000**of 27 November 2000****re-establishing the preferential customs duty on imports of multiflorous (spray) carnations originating in Israel**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

- (4) Commission Regulation (EEC) No 700/88 ⁽⁶⁾, as last amended by Regulation (EC) No 2062/97 ⁽⁷⁾, laid down detailed rules for the application of these arrangements.

Having regard to the Treaty establishing the European Community,

- (5) The preferential customs duty fixed for multiflorous (spray) carnations originating in Israel by Regulation (EC) No 1981/94 was suspended by Commission Regulation (EC) No 914/2000 ⁽⁸⁾.

Having regard to Council Regulation (EEC) No 4088/87 of 21 December 1987 fixing conditions for the application of preferential customs duties on imports of certain flowers originating in Cyprus, Israel, Jordan and Morocco and the West Bank and the Gaza Strip ⁽¹⁾, as last amended by Regulation (EC) No 1300/97 ⁽²⁾, and in particular Article 5 (2) (b) thereof,

- (6) On the basis of price recordings made as specified in Regulations (EEC) No 4088/87 and (EEC) No 700/88 it must be concluded that the requirement for reintroduction of the preferential customs duty laid down in Article 2 (4) of Regulation (EEC) No 4088/87 is met for multiflorous (spray) carnations originating in Israel. The preferential customs duty should be reintroduced.

Whereas:

- (7) In between meetings of the Management Committee for Live Plants and Floriculture Products, the Commission must adopt such measures,

- (1) Regulation (EEC) No 4088/87 fixes conditions for the application of a preferential customs duty on large-flowered roses, small-flowered roses, uniflorous (bloom) carnations and multiflorous (spray) carnations within the limit of tariff quotas opened annually for imports of fresh cut flowers into the Community.

HAS ADOPTED THIS REGULATION:

- (2) Council Regulation (EC) No 1981/94 ⁽³⁾, as last amended by Commission Regulation (EC) No 563/2000 ⁽⁴⁾, opens and provides for the administration of Community tariff quotas for certain products originating in Algeria, Cyprus, Egypt, Israel, Jordan, Malta, Morocco, the West Bank and the Gaza Strip, Tunisia and Turkey, and providing detailed rules for extending and adapting these tariff quotas.

- (3) Commission Regulation (EC) No 2592/2000 ⁽⁵⁾ fixed Community producer and import prices for carnations and roses for application of the arrangements for importation from the countries in question.

Article 1

1. For imports of multiflorous (spray) carnations (CN code ex 0603 10 20) originating in Israel the preferential customs duty set by Regulation (EC) No 1981/94 is reintroduced.

2. Regulation (EC) No 914/2000 is hereby repealed.

Article 2

This Regulation shall enter into force on 29 November 2000.

⁽¹⁾ OJ L 382, 31.12.1987, p. 22.

⁽²⁾ OJ L 177, 5.7.1997, p. 1.

⁽³⁾ OJ L 199, 2.8.1994, p. 1.

⁽⁴⁾ OJ L 68, 16.3.2000, p. 46.

⁽⁵⁾ See page 4 of this Official Journal.

⁽⁶⁾ OJ L 72, 18.3.1988, p. 16.

⁽⁷⁾ OJ L 289, 22.10.1997, p. 1.

⁽⁸⁾ OJ L 105, 3.5.2000, p. 28.

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

Done at Brussels, 27 November 2000.

For the Commission
Franz FISCHLER
Member of the Commission

COMMISSION REGULATION (EC) No 2594/2000**of 27 November 2000****re-establishing the preferential customs duty on imports of uniflorous (bloom) carnations originating in Israel**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

- (4) Commission Regulation (EEC) No 700/88 ⁽⁶⁾, as last amended by Regulation (EC) No 2062/97 ⁽⁷⁾, laid down detailed rules for the application of these arrangements.

Having regard to the Treaty establishing the European Community,

- (5) The preferential customs duty fixed for uniflorous (bloom) carnations originating in Israel by Regulation (EC) No 1981/94 was suspended by Commission Regulation (EC) No 1019/2000 ⁽⁸⁾.

Having regard to Council Regulation (EEC) No 4088/87 of 21 December 1987 fixing conditions for the application of preferential customs duties on imports of certain flowers originating in Cyprus, Israel, Jordan and Morocco and the West Bank and the Gaza Strip ⁽¹⁾, as last amended by Regulation (EC) No 1300/97 ⁽²⁾, and in particular Article 5 (2) (b) thereof,

- (6) On the basis of price recordings made as specified in Regulations (EEC) No 4088/87 and (EEC) No 700/88 it must be concluded that the requirement for reintroduction of the preferential customs duty laid down in Article 2 (4) of Regulation (EEC) No 4088/87 is met for uniflorous (bloom) carnations originating in Israel. The preferential customs duty should be reintroduced.

Whereas:

- (7) In between meetings of the Management Committee for Live Plants and Floriculture Products, the Commission must adopt such measures,

- (1) Regulation (EEC) No 4088/87 fixes conditions for the application of a preferential customs duty on large-flowered roses, small-flowered roses, uniflorous (bloom) carnations and multiflorous (spray) carnations within the limit of tariff quotas opened annually for imports of fresh cut flowers into the Community.

HAS ADOPTED THIS REGULATION:

- (2) Council Regulation (EC) No 1981/94 ⁽³⁾, as last amended by Commission Regulation (EC) No 563/2000 ⁽⁴⁾, opens and provides for the administration of Community tariff quotas for certain products originating in Algeria, Cyprus, Egypt, Israel, Jordan, Malta, Morocco, the West Bank and the Gaza Strip, Tunisia and Turkey, and providing detailed rules for extending and adapting these tariff quotas.

- (3) Commission Regulation (EC) No 2592/2000 ⁽⁵⁾ fixed Community producer and import prices for carnations and roses for application of the arrangements for importation from the countries in question.

Article 1

1. For imports of uniflorous (bloom) carnations (CN code ex 0603 10 20) originating in Israel the preferential customs duty set by Regulation (EC) No 1981/94 is reintroduced.

2. Regulation (EC) No 1019/2000 is hereby repealed.

Article 2

This Regulation shall enter into force on 29 November 2000.

⁽¹⁾ OJ L 382, 31.12.1987, p. 22.

⁽²⁾ OJ L 177, 5.7.1997, p. 1.

⁽³⁾ OJ L 199, 2.8.1994, p. 1.

⁽⁴⁾ OJ L 68, 16.3.2000, p. 46.

⁽⁵⁾ See page 4 of this Official Journal.

⁽⁶⁾ OJ L 72, 18.3.1988, p. 16.

⁽⁷⁾ OJ L 289, 22.10.1997, p. 1.

⁽⁸⁾ OJ L 115, 16.5.2000, p. 18.

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

Done at Brussels, 27 November 2000.

For the Commission

Franz FISCHLER

Member of the Commission

II

(Acts whose publication is not obligatory)

COUNCIL

**DECISION No 3/2000 OF THE EU-SLOVAK REPUBLIC ASSOCIATION COUNCIL
of 19 September 2000
adopting the terms and conditions for the participation of the Slovak Republic in the 'Youth'
Community action programme**

(2000/741/EC)

THE ASSOCIATION COUNCIL,

Having regard to the Additional Protocol to the Europe Agreement establishing an association between the European Communities and their Member States, of the one part, and the Slovak Republic, of the other part ⁽¹⁾, concerning the Slovak Republic's participation in Community programmes, and in particular Articles 1 and 2 thereof,

Whereas:

- (1) According to Article 1 of the Additional Protocol, the Slovak Republic may participate in Community framework programmes, specific programmes, projects or other actions in the fields of, *inter alia*, youth.
- (2) According to Article 2 of the Additional Protocol, the terms and conditions for the participation of the Slovak Republic in these activities shall be decided upon by the Association Council.
- (3) Following Decision 1/98 of 3 March 1998 of the Association Council between the European Communities and their Member States, of the one part, and the Slovak Republic, of the other part ⁽²⁾, the Slovak Republic has been participating in the Youth for Europe programme since 1 April 1998, and has expressed the wish to participate in the new Youth programme,

HAS DECIDED AS FOLLOWS:

Article 1

The Slovak Republic shall participate in the 'Youth' Community action programme (hereinafter called Youth programme) according to the terms and conditions set out in Annexes I and II, which shall form an integral part of this Decision.

Article 2

This Decision shall apply for the duration of the Youth programme, starting on 1 January 2000.

Article 3

This Decision shall enter into force on the day of its adoption by the Association Council.

Done at Brussels, 19 September 2000.

For the Association Council
The President
E. KUKAN

⁽¹⁾ OJ L 115, 9.5.1996, p. 43.

⁽²⁾ OJ L 88, 24.3.1998, p. 49.

ANNEX I

Terms and conditions for the participation of the Slovak Republic in the Youth programme

1. The Slovak Republic will participate in the activities of the Youth programme (hereinafter called 'the programme') in conformity, unless otherwise provided for in this Decision, with the objectives, criteria, procedures and deadlines as defined in Decision No 1031/2000/EC of the European Parliament and of the Council of 13 April 2000 establishing the 'Youth' Community action programme.⁽¹⁾
2. In accordance with the terms of Article 5 of Decision No 1031/2000/EC and with the provisions relating to the responsibilities of the Member States and of the Commission concerning the Youth national agencies adopted by the Commission, the Slovak Republic shall establish the appropriate structure for the coordinated management of the implementation of the programme actions at national level, and take the measures needed to ensure the adequate funding of this agency, which will receive programme grants for its activities. The Slovak Republic will take all other necessary steps for the efficient running of the programme at national level.
3. To participate in the programme, the Slovak Republic will pay each year a contribution to the general budget of the European Union according to the procedures described in Annex II.

If necessary in order to take into account programme developments, or the evolution of the Slovak Republic's absorption capacity, the Association Committee is entitled to adapt this contribution, so as to avoid budgetary imbalance in the implementation of the programmes.

4. The terms and conditions for the submission, assessment and selection of applications related to eligible institutions, organisations and individuals of the Slovak Republic will be the same as those applicable to eligible institutions, organisations and individuals of the Community.

Slovak experts may be taken into consideration by the Commission when appointing independent experts according to the relevant provisions of Decision No 1031/2000/EC to assist it in the project evaluation.

5. With a view to ensuring the Community dimension of the programme, to be eligible for Community financial support, projects and activities will have to include at least a partner from one of the Member States of the Community.
6. For the actions to be managed on a decentralised basis, as well as for financial support to the activities of the national agency set up in accordance with point 2, funds will be allocated to the Slovak Republic on the basis of the annual programme budget breakdown decided at Community level and the Slovak Republic's contribution to the programme. The maximal amount of financial support for the activities of the national agency will not exceed 50 % of the budget for the national agency work programme.
7. The Member States of the Community and the Slovak Republic will make every effort, within the framework of existing provisions, to facilitate the free movement and residence of young people and other eligible persons moving between the Slovak Republic and the Member States of the Community for the purpose of participating in activities covered by this Decision.
8. Activities covered by this Decision shall be exempt from imposition by the Slovak Republic of indirect taxes, customs duties, prohibitions and restrictions on imports and exports in respect of goods and services intended for use under such activities.
9. Without prejudice to the responsibilities of the Commission of the European Communities and the Court of Auditors of the European Communities in relation to the monitoring and evaluation of the programme pursuant to Article 13 of Decision No 1031/2000/EC, the participation of the Slovak Republic in the Programme will be continuously monitored on a partnership basis involving the Commission of the European Communities and the Slovak Republic. The Slovak Republic will submit to the Commission relevant reports and take part in other specific activities set out by the Community in that context.
10. In conformity with the Community's Financial Regulations, contractual arrangements concluded with, or by, entities of the Slovak Republic shall provide for controls and audits to be carried out by, or under the authority of, the Commission and the Court of Auditors. As far as financial audits are concerned, they may be carried out with the purpose of controlling such entities' income and expenditures, related to the contractual obligations towards the Community. In a spirit of cooperation and mutual interest, the relevant authorities of the Slovak Republic shall provide any reasonable and feasible assistance as may be necessary or helpful under the circumstances to perform such controls and audits.

The provisions relating to the responsibilities of the Member States and of the Commission concerning the Youth national agencies adopted by the Commission will apply to the relations between the Slovak Republic, the Commission and the Slovak national agency. In the event of irregularity, negligence or fraud imputable to the Slovak national agency, the Slovak authorities shall be responsible for the funds not recovered.

⁽¹⁾ OJ L 117, 18.5.2000, p. 1.

11. Without prejudice to the procedures referred to in Article 8 of Decision No 1031/2000/EC, representatives of the Slovak Republic will participate as observers in the programme committee, for the points which concern them. This committee shall meet without the presence of representatives of the Slovak Republic for the rest of the points, as well as when voting takes place.
 12. The language to be used in contacts of any sort with the Commission, as regards the application process, contracts, reports to be submitted and other administrative arrangements for the programmes, will be any one of the official languages of the Community.
 13. The Community and the Slovak Republic may terminate activities under this Decision at any time upon twelve months' notice in writing. Projects and activities in progress at the time of termination shall continue until their completion under the conditions laid down in this Decision.
-

ANNEX II

Financial contribution of the Slovak Republic to the programme

1. The financial contribution to be paid by the Slovak Republic to the budget of the European Union to participate in the programme in 2000 will be EUR 1 343 000.

The contribution to be paid by the Slovak Republic for the following years of the programme will be decided by the Association Council in the course of the year 2000.

2. The Slovak Republic will pay the contribution mentioned above partly from the Slovak national budget and partly from the Slovak Republic's PHARE National Programme. Subject to a PHARE separate programming procedure, the requested PHARE funds will be transferred to the Slovak Republic by means of a separate financing memorandum. Together with the part coming from the Slovak Republic's State budget, these funds will constitute the Slovak Republic's national contribution, out of which it will make payments in response to annual calls for funds from the Commission.
3. PHARE funds will be requested according to the following schedule:
 - EUR 926 800 for the contribution to the programme in 2000,
 - the remaining part of the Slovak Republic's contribution will be covered from the Slovak State budget.
4. The Financial Regulation of 21 December 1977 applicable to the general budget of the European Communities ⁽¹⁾ will apply, notably to the management of the Slovak Republic's contribution.

Travel costs and subsistence costs incurred by representatives and experts of the Slovak Republic for the purposes of taking part as observers in the work of the committee referred to in point 11 of Annex I, or other meetings related to the implementation of the programme shall be reimbursed by the Commission on the same basis as and in accordance with the procedures currently in force for non-governmental experts of the Member States of the European Union.

5. After the entry into force of this Decision and at the beginning of each following year, the Commission will send to the Slovak Republic a call for funds corresponding to its contribution to the programme.

This contribution shall be expressed in euro and paid into a euro bank account of the Commission.

The Slovak Republic will pay its contribution according to the call for funds:

- by 1 May for the part financed from its national budget, provided that the call for funds is sent by the Commission before 1 April, or at the latest one month after the call for funds is sent if later,
- by 1 May for the part financed from PHARE, provided that the corresponding amounts have been sent to the Slovak Republic by this time, or at the latest in a period of 30 days after these funds have been sent to the Slovak Republic.

Any delay in the payment of the contribution shall give rise to the payment of interest by the Slovak Republic on the outstanding amount from the due date. The interest rate corresponds to the rate applied by the European Central Bank, on the due date, for its operations in euros, increased by 1,5 percentage points.

⁽¹⁾ OJ L 356, 31.12.1977, p. 1. Regulation as last amended by Regulation (EC, ECSC, Euratom) No 2673/1999 (OJ L 326, 18.12.1999, p. 1).

COUNCIL DECISION
of 16 November 2000
concerning the conclusion of the Agreement on cooperation in science and technology between
the European Community and the Government of the Russian Federation

(2000/742/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the treaty establishing the European Community, and in particular Article 170, in conjunction with Article 300(2), first sentence of the first subparagraph, and Article 300(3), first subparagraph thereof,

Having regard to the proposal from the Commission ⁽¹⁾,

Having regard to the opinion of the European Parliament ⁽²⁾,

Whereas:

- (1) The European Community and the Russian Federation are pursuing specific research programmes in areas of common interest.
- (2) The Russian Federation, on the one hand, and the European Community and its Member States, on the other hand, have signed an Agreement on Partnership and Cooperation ⁽³⁾, wherein Article 62 provides for the negotiation of 'specific arrangements' in the field of science and technology.
- (3) By its Decision of 10 November 1997, the Council authorised the Commission to negotiate an agreement on cooperation in science and technology between the European Community and the Government of the Russian Federation for the duration of the fifth framework programme, established by Decision No 182/1999/EC of the European Parliament and of the Council ⁽⁴⁾.

- (4) The Agreement on cooperation in science and technology between the European Community and the Government of the Russian Federation should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement on cooperation in science and technology between the European Community and the Government of the Russian Federation is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The President of the Council shall, on behalf of the Community, give the notification provided for in Article 12 of the Agreement ⁽⁵⁾.

Done at Brussels, 16 November 2000.

For the Council

The President

R. SCHWARTZENBERG

⁽¹⁾ OJ C 370 E, 26.10.1999, p. 22.

⁽²⁾ Not yet published in the Official Journal.

⁽³⁾ OJ L 327, 28.11.1997, p. 3.

⁽⁴⁾ OJ L 26, 1.2.1999, p. 1.

⁽⁵⁾ The date of entry into force of the Agreement will be published in the Official Journal by the General Secretariat of the Council.

AGREEMENT
on cooperation in science and technology between the European Community and the Government
of the Russian Federation

THE EUROPEAN COMMUNITY (hereinafter 'the Community'),

of the one part, and

THE GOVERNMENT OF THE RUSSIAN FEDERATION,

of the other part,

hereinafter referred to as the 'Parties',

CONSIDERING the importance of science and technology for their economic and social development,

RECOGNISING that the Community and the Russian Federation are pursuing research and technological activities in a number of areas of common interest, and that participation in each other's research and development activities on a basis of reciprocity will provide mutual benefits,

HAVING REGARD to the Partnership and Cooperation Agreement concluded between the European Communities and their Member States of the one part, and the Russian Federation of the other part, signed on 24 June 1994, and in particular to Article 62 thereof,

DESIRING to establish a formal basis for cooperation in scientific and technological research which will extend and strengthen the conduct of cooperative activities in areas of common interest and encourage the application of the results of such cooperation to the economic and social benefits of the Parties,

HAVE AGREED AS FOLLOWS:

Article 1

Purpose

The Parties shall encourage, develop and facilitate cooperative activities in fields of common interest where they are pursuing research and development activities in science and technology.

Article 2

Definitions

For the purpose of this Agreement:

- (a) 'Cooperative activity' means any activity which the Parties undertake or support pursuant to this Agreement, and includes joint research;
- (b) 'Information' means scientific or technical data, results or methods of research and development stemming from joint research and any other data relating to cooperative activities;
- (c) 'Intellectual property' shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm on 14 July 1967;
- (d) 'Joint research' means research implemented with financial support from one or both Parties and that involves collaboration by participants from both the Community and the Russian Federation;
- (e) 'Participant' means any person, legal entity, university, research institute or any other body participating in a cooperative activity, including, where appropriate, Agencies and official bodies of the Parties themselves.

Article 3

Principles

Cooperative activities shall be conducted on the basis of the following principles:

- (a) mutual benefit;
- (b) timely exchange of information which may affect cooperative activities;
- (c) balanced realisation of economic and social benefits by the Community and the Russian Federation in view of the contribution made to cooperative activities by the respective participants and/or Parties.

Article 4

Areas of cooperative activities

- (a) Cooperation may be pursued in research, technological development and demonstration activities, including basic research, in the following:
 - environment and climate research, including earth observation,
 - biomedical and health research,
 - agriculture, forestry and fisheries research,
 - industrial and production technologies,
 - materials research and metrology,
 - non-nuclear energy,

- transportation,
 - information society technologies,
 - social sciences research,
 - science and technology policy,
 - training and mobility of scientists.
- (b) Other areas may be added to this list upon review and recommendation by the Joint Community-Russia Committee mentioned in Article 6, in accordance with procedures in force of each Party.

Article 5

Forms of cooperative activities

- (a) Cooperation may include the following activities:
1. participation of Russian entities in Community projects, in the areas of cooperative activities, and a reciprocal participation of entities established in the Community in Russian projects in those areas. Such participation shall be subject to the laws, rules, regulations and procedures in force for each Party. Projects may also include a Party's scientific and technological organisations; projects may also be undertaken in cooperation by the Agencies and official bodies of the Parties;
 2. free access to, and shared use of research facilities, including installations and sites for monitoring, observation and experimentation, as well as data collections, relevant to the cooperative activities;
 3. visits and exchanges of scientists, engineers, or other appropriate personnel for the purposes of participating in seminars, symposia and workshops relevant to cooperation under this Agreement;
 4. exchange of information on practices, laws, regulations and programmes relevant to cooperation under this Agreement;
 5. other activities as may be mutually determined by the Parties in accordance with the applicable policies and programmes of the Parties.
- (b) Joint research projects shall proceed under this Agreement only after the participants in a project have concluded a joint technology management plan, as indicated in the Annex 1 to this Agreement which forms an integral part thereof.
- (c) The Parties may jointly pursue cooperative activities with third parties.

Article 6

Coordination and facilitation of cooperative activities

- (a) In order to coordinate and facilitate cooperation activities under this Agreement the Parties will establish a Joint Community-Russia Committee on cooperation in the field

of science and technology, hereinafter called the 'Committee'.

- (b) The function of the Committee shall include:
1. overseeing and promoting the activities envisaged under the Agreement;
 2. making recommendations pursuant to Article 4(b);
 3. proposing activities pursuant to Article 5(a)(5);
 4. advising the Parties on ways to enhance cooperation consistent with the principles set out in this Agreement;
 5. annually providing a report on the status and effectiveness of cooperation undertaken under this Agreement;
 6. reviewing the efficient and effective functioning of the Agreement;
 7. taking account of the importance of regional aspects of the cooperation.
- (c) The Committee shall meet once a year, meetings being held alternately in the Community and the Russian Federation. Extraordinary meetings may be held as mutually agreed.
- (d) The Committee shall consist of a limited equal number of official representatives of each Party; it shall establish its own rules of procedure, subject to approval by the Parties. Decisions of the Committee shall be reached by consensus. Minutes, comprising a record of decisions and principal points discussed, shall be taken at each meeting and shall be agreed by those persons selected from each side to jointly chair the meeting. The Committee annual report will be made available to the Cooperation Council and the Cooperation Committee established under the EU-Russia Partnership and Cooperation Agreement and appropriate authorities of each Party.

Article 7

Funding and exemptions from taxes

- (a) Cooperative activities shall be subject to the availability of funds and to the applicable laws and regulations, policies and programmes of the Community and the Russian Federation. As a rule, each Party shall bear the costs of discharging its responsibilities under this Agreement, including costs of participation in meetings of the Committee.
- (b) When specific cooperative schemes of one Party provide for financial support to participants from the other Party, any such grants, financial or other contributions from one Party to the participants of the other Party in support of those activities shall be granted tax and customs preferences in accordance with the laws and regulations applicable to each Party.

*Article 8***Entry of personnel and equipment**

Each Party shall take all reasonable steps and use its best efforts, in accordance with its laws and regulations, to facilitate entry to, stay in and exit from its territory of persons, material, data and equipment involved in or used in cooperative activities under this Agreement.

*Article 9***Information and intellectual property**

The dissemination and utilisation of information, and management, allocation and exercise of intellectual property rights, resulting from joint research under this Agreement, shall be subject to the provisions of the Annex 2 to this Agreement.

*Article 10***Other agreements and transitional provisions**

1. This Agreement is without prejudice to other existing Agreements or arrangements between the Parties or any Agreement or arrangement between the Parties and third parties.
2. The Parties shall endeavour to bring under the terms of this Agreement those existing arrangements for scientific and technological cooperation between the Community and the Russian Federation that fall under the scope of Article 4 of this Agreement.

*Article 11***Territorial application**

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

This shall not prevent the conduct of cooperative activities on the high seas, outer space on the territory of third countries, in accordance with international laws.

*Article 12***Entry into force, termination, settlement of disputes**

- (a) This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed.
- (b) This Agreement shall be concluded for an initial period ending 31 December 2002 and will be renewable by common agreement between the Parties for additional periods of five years.
- (c) This Agreement can be terminated at any time by either Party upon a six month's written notice. The expiration or termination of this Agreement shall not affect the validity or duration of any arrangements made under it, or any specific rights and obligations that have accrued in compliance with the Annexes.
- (d) This Agreement may be amended by agreement of the Parties. Amendments shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for amending this Agreement have been completed.
- (e) All disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement between the Parties.

Article 13

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

Hecho en Bruselas, el dieciséis de noviembre del año dos mil.

Udfærdiget i Bruxelles den sekstende november to tusind.

Geschehen zu Brüssel am sechzehnten November zweitausend.

Έγινε στις Βρυξέλλες, στις δέκα έξι Νοεμβρίου δύο χιλιάδες.

Done at Brussels on the sixteenth day of November in the year two thousand.

Fait à Bruxelles, le seize novembre deux mille.

Fatto a Bruxelles, addì sedici novembre duemila.

Gedaan te Brussel, de zestiende november tweeduizend.

Feito em Bruxelas, em dezasseis de Novembro de dois mil.

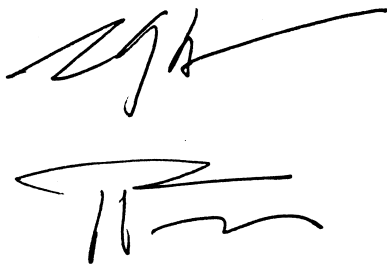
Tehty Brysselissä kuudentenatoista päivänä marraskuuta vuonna kaksituhatta.

Som skedde i Bryssel den sextonde november tjugohundra.

Совершено в Брюсселе шестнадцатого ноября двухтысячного года.

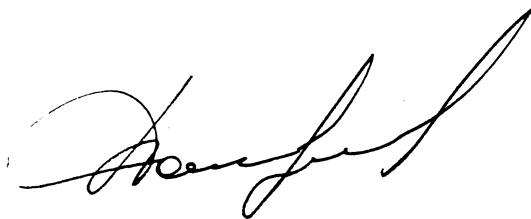
Por la Comunidad Europea
På Det Europæiske Fællesskabs vegne
Für die Europäische Gemeinschaft
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Voor de Europese Gemeenschap
Pela Comunidade Europeia
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar

За Европейское сообщество



Por el Gobierno de la Federación de Rusia
På vegne af regeringen for Den Russiske Føderation
Für die Regierung der Russischen Föderation
Για την Κυβέρνηση της Ρωσικής Ομοσπονδίας
For the Government of the Russian Federation
Pour le gouvernement de la Fédération de Russie
Per il governo della Federazione russa
Voor de regering van de Russische Federatie
Pelo Governo da Federação da Rússia
Venäjän federaation hallituksen puolesta
På Ryska federationens regerings vägnar

За Правительство Российской Федерации



ANNEX 1

INDICATIVE FEATURES OF A TECHNOLOGY MANAGEMENT PLAN

The Technology Management Plan (TMP) is a specific agreement to be concluded between the participants about the implementation of joint research and the respective rights and obligations of the participants.

With respect to intellectual property, the TMP will normally address, among other things, ownership, protection, user rights for research and development purposes, exploitation and dissemination, including arrangements for joint publication, the rights and obligations of visiting researchers and dispute settlement procedures. The TMP may also address foreground and background information, licensing and deliverables.

The TMPs shall be developed taking into account the aims of the joint research, the relative financial or other contributions of the Parties or participants, the advantages and disadvantages of licensing by territory or for fields of use, the transfer of export-controlled data, goods or services, requirements imposed by the applicable laws and other factors deemed appropriate by the participants.

ANNEX 2

INTELLECTUAL PROPERTY RIGHTS

Pursuant to Article 9 of the present Agreement, rights to information and intellectual property created or furnished under the Agreement shall be allocated as provided in this Annex.

I. Application

This Annex is applicable to joint research undertaken pursuant to this Agreement, except as otherwise agreed by the Parties.

II. Ownership, allocation and exercise of rights

1. This Annex addresses the allocation of rights and interests of the Parties and their participants. Each Party and its participants shall ensure that the other Party and its participants may obtain the rights to intellectual property allocated to it in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation of rights, interests and royalties between a Party and its nationals or participants, which shall be determined by the laws and practices applicable to each Party.
2. The following principles shall apply and shall be provided for in the contractual arrangements:
 - (a) Adequate protection of intellectual property (IP). The Parties and/or their participants, as appropriate, shall ensure that they notify one another within a reasonable time of the creation of any intellectual property arising under this Agreement or implementing arrangements and to seek protection for such intellectual property in a timely fashion.
 - (b) Taking account of the contributions of the Parties or their participants in determining the rights and interests of the Parties and participants.
 - (c) Effective exploitation of results.
 - (d) Non-discriminatory treatment of participants from the other party as compared with the treatment given to its own participants.
 - (e) Protection of confidential information.
3. The participants shall jointly develop a Technology Management Plan (TMP) in respect of the ownership and use, including publication, of information and IP to be created in the course of joint research. The indicative features of a TMP are contained in the Annex 1 to this Agreement. The TMP shall be approved by the responsible funding agency or department of the Party involved in financing the research, before the conclusion of the specific research and development cooperation contracts to which they are attached.
4. Information or IP created in the course of joint research and not addressed in the TMP shall be allocated, with the approval of the Parties, according to the principles set out in the TMP. In case of disagreement, such information or IP shall be owned jointly by all the participants involved in the joint research from which the information or IP results. Each participant to whom this provision applies shall have the right to use such information or IP for his own exploitation with no geographical limitation.
5. While maintaining the conditions of competition in areas affected by the Agreement, each Party shall endeavour to ensure that rights acquired pursuant to this Agreement and arrangements made under it are exercised in such a way as to encourage, in particular:
 - (a) the dissemination and use of information created, disclosed or otherwise made available, under the Agreement, and
 - (b) the adoption and implementation of international technical standards.
6. Termination or expiry of this Agreement shall not affect rights or obligations under this Annex.

III. Copyright works

Contractual and other implementing arrangements shall provide for treatment of copyright belonging to the Parties or to their participants consistent with the Berne Convention for the protection of literary and artistic work (Paris Act 1971).

IV. Scientific literary works

Without prejudice to Section V, and unless otherwise agreed in the TMP, publication of results of research shall be made jointly by the Parties or participants to that joint research. Subject to the foregoing general rule, the following procedures shall apply:

1. In the case of publication by a Party or public bodies of that Party of scientific and technical Journals, articles, reports, books, including video and software arising from joint research pursuant to this Agreement, the other Party or public bodies of that Party shall be entitled within the limits specified within the TMP to a worldwide, non-exclusive, irrevocable, royalty-free licence to translate, reproduce, adapt, transmit and publicly distribute such works.
2. The Parties shall ensure that literary works of a scientific character arising from joint research pursuant to this Agreement shall be disseminated as widely as possible.
3. All copies of a copyright work to be publicly distributed and prepared under this provision shall indicate the names of the author(s) of the work unless an author(s) explicitly declines to be named. They shall also bear a clearly visible acknowledgement of the cooperative support of the Parties.

V. Undisclosed information

A. Documentary undisclosed information

1. Each Party and its participants, as appropriate, shall identify at the earliest possible moment and preferably in the technology management plan the information that they wish to remain undisclosed, taking into account, *inter alia*, the following criteria:
 - (a) confidentiality of the information in the sense that it is not, as a body or in the precise configuration or assembly of its components, generally known among or readily accessible by lawful means to experts in the field;
 - (b) the actual or potential commercial value of the information by virtue of its confidentiality;
 - (c) previous protection of the information in the sense that it has been subject to steps that were reasonable under the circumstances by the person lawfully in control, to maintain its confidentiality.

The Parties and their participants, as appropriate, may in certain cases agree that, unless otherwise indicated, parts or all of the information provided, exchanged or created in the course of joint research may not be disclosed.

2. Each Party shall ensure that it and its participants clearly identify undisclosed information, for example by means of an appropriate marking or restrictive legend. This also applies to any reproduction of the said information, in whole or in part.

A Party and a participant receiving undisclosed information shall respect the privileged nature thereof. These limitations shall automatically terminate when this information is disclosed by the owner into the public domain.

3. Undisclosed information communicated under the Agreement and received from the other Party, may be disseminated by the receiving Party to persons within or employed by the receiving Party and other concerned departments or agencies of the receiving Party authorised for the specific purposes of the joint research underway, provided that any undisclosed information so disseminated shall be pursuant to an agreement of confidentiality and shall be readily recognisable as such, as set out above.
4. With the prior written consent of the Party providing undisclosed information, the receiving Party may disseminate such undisclosed information more widely than otherwise permitted in point 3 of the present section. The Parties shall cooperate in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its domestic policies, regulations and laws.

B. Non-documentary undisclosed information

Non-documentary undisclosed or other confidential information provided in seminars and other meetings arranged under this Agreement, or information arising from the attachment of staff, use of facilities, or joint projects, shall be treated by the Parties or their participants according to the principles specified for documentary information in this Annex provided however that the recipient of such undisclosed or other confidential or privileged information has been made aware of the confidential character of the information communicated at the time such communication is made.

C. Control

Each Party shall endeavour to ensure that undisclosed information received by it under this Agreement shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may be reasonably expected to become, unable to meet the non-dissemination provisions of subsections A and B of the present Section, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.
