

No. 20948

MULTILATERAL

Agreement on the implementation of a European telecommunications project on the topic "Aerials with Reduced First Side-lobes and Maximum G/T Yield" (with annex). Concluded at Brussels on 23 November 1971

Authentic texts: German, English, French, Italian and Dutch.

Registered by the Secretary-General of the Council of the European Communities, acting on behalf of the Parties, on 11 March 1982.

MULTILATÉRAL

Accord pour la mise en œuvre d'une action européenne dans le domaine des télécommunications sur le thème «Antennes avec premiers lobes secondaires réduits et rapport G/T maximal» (avec annexe). Conclu à Bruxelles le 23 novembre 1971

Textes authentiques : allemand, anglais, français, italien et néerlandais.

Enregistré par le Secrétaire général du Conseil des Communautés européennes, agissant au nom des Parties, le 11 mars 1982.

AGREEMENT¹ ON THE IMPLEMENTATION OF A EUROPEAN TELECOMMUNICATIONS PROJECT ON THE TOPIC “AERIALS WITH REDUCED FIRST SIDE-LOBES AND MAXIMUM G/T YIELD”

The Governments of the French Republic, the Italian Republic (1st phase only), the Socialist Federal Republic of Yugoslavia, the Kingdom of the Netherlands, the Swiss Confederation, hereinafter referred to as “the Signatories”,

Have accepted participation in the project described below, hereinafter referred to as “the project”, and have agreed as follows:

Article 1. The Signatories shall co-ordinate their efforts in the project which is being undertaken in order to stimulate the carrying out of co-ordinated research and development operations with a view to improving the beaming possibilities of aerials with reduced first side-lobes and maximum G/T yield and to producing a model of a radiator. An outline description of the work envisaged for this project is contained in the Annex.

Research and development operations shall be carried out by means of contracts between the Signatory or Signatories concerned on the one hand and research establishments (public or private research centres, university institutes and joint centres), on the other, or by entrusting work to public research establishments which agree to work in association on a multinational basis.

Article 2. The duration envisaged for work on the project shall be a period of approximately two years.

Article 3. The project shall be divided into two phases:

1. Theoretical and bibliographical work,
2. Study and development of a reduced-power model of a radiator.

¹ Came into force on 1 June 1973, i.e., the first day of the second month following the date on which at least two thirds of the signatories had transmitted a notification to the Secretary-General of the Council of the European Communities confirming the completion of the required procedures, in accordance with article 17 (2). The notifications were deposited as follows:

<i>State</i>	<i>Date of deposit of the instrument of notification</i>
France	3 March 1972
Netherlands	9 April 1973
Switzerland	12 May 1972
Yugoslavia	7 February 1973

Subsequently, the Agreement came into force for the following State on the date of the deposit of a notification with the Secretary-General of the Council of the European Communities confirming the completion of the required procedures, in accordance with article 17 (2):

<i>State</i>	<i>Date of deposit of the instrument of notification</i>
Italy	4 September 1974

(With effect from 4 September 1974.)

The aim is to prepare the ground for the study and production, under a future agreement, of the principal reflector and for the measurement of the performance of the aerial.

Article 4. This Agreement is open for signature by other European Governments which participated in the Ministerial Conference held in Brussels on 22 and 23 November 1971 and by the European Communities, subject to the unanimous consent of the Signatories. This unanimous consent shall not however be required until after the entry into force of the Agreement.

Article 5. A Management Committee, hereinafter referred to as “the Committee”, composed of one representative of each Signatory, is hereby established. Each representative may be accompanied by such experts or advisers as he may need.

The Committee shall draw up its rules of procedure. The rules shall lay down the quorum required for the validity of the decisions of the Committee.

The Committee shall draw up recommendations based on the research proposals submitted to it. These recommendations shall be adopted by a simple majority; minority views and the reasoning behind them may be expressed in these recommendations.

Each representative shall have one vote in the Committee. Decisions concerning procedure shall be adopted by a simple majority. All other decisions shall be taken by unanimous vote; however, abstention by one or more representatives shall not preclude unanimity.

Article 6. The Committee shall:

- (a) Draw up programme proposals for the different phases;
- (b) Examine the research and contract proposals submitted to it in this context by the Signatories;
- (c) Address to the bodies concerned recommendations on the contracts proposed which, in its view, should be adopted as well as on the duration of these contracts;
- (d) Encourage co-operation between partners from different countries;
- (e) Supervise the progress of the work, ensure the exchange of information and recommend, where appropriate, such changes as may be necessary in the direction or the volume of the work being undertaken;
- (f) Publish, annually and at the end of the project, a report containing conclusions on the results of the operations covered by the project.

Article 7. At the request of the Signatories, the Secretariat of the Committee shall be provided by the Commission of the European Communities.

Article 8. The total cost of work to be carried out under the project is estimated at 150,000 Units of Account.

Each Signatory shall be responsible for financing the work carried out under this project on its initiative.

However, a financial contribution may be made by a Signatory towards work carried out upon the initiative of another Signatory on the basis of an Agreement between them.

Any joint expenses shall be shared equally between the Signatories, with the exception of Secretariat expenses.

Article 9. Applications for the award of contracts may be submitted by research establishments, preferably working in association, which are capable of carrying out all or part of the plan of research or having certain parts thereof carried out on their behalf and on their responsibility.

Article 10. The Signatories shall address to the Secretariat of the Committee the research proposals submitted to them.

Research establishments agreeing to associate for the purpose of carrying out a research project on a multinational basis shall freely negotiate between themselves the terms and conditions of their co-operation.

Article 11. The Signatories shall be responsible for the administration and financial management of the contracts which they conclude.

Article 12. 1. The information and industrial property rights which any Signatory has obtained from its own work in implementing this project shall remain the property of that Signatory in so far as it is entitled to them under its national legislation. It may make use of the information belonging to the other Signatories for its own requirements in the fields of public safety and public health.

The other Signatories shall be entitled, for the requirements defined in the preceding sub-paragraph, to a non-exclusive licence, free of charge, on the information and industrial property rights of any Signatory arising out of its work in implementing the project.

2. At the request of another Signatory, each Signatory shall grant non-exclusive licences on its information and industrial property rights referred to in paragraph 1, on fair and reasonable terms, to undertakings established in the territory of the former.

3. The Signatories shall not prevent the use of the information and industrial property rights referred to in paragraphs 1 and 2 on the terms set out in those paragraphs, by invoking against such use any prior property rights which they may possess.

4. Where under national law the information and industrial property rights do not belong exclusively to the Signatories, the latter undertake to grant each other, on the basis of the provisions of their national laws, licences with the possibility of granting sub-licences, in order to ensure that this Article is implemented effectively.

Article 13. The industrial undertakings and research establishments associated in a study project or a research and development project shall establish the procedure to be followed in exchanging the information necessary for carrying out the work which has been entrusted to them, together with the results of that work. They shall in particular determine their respective rights concerning the use of the know-how and industrial property rights resulting from their joint work and the terms on which they are to make other acquired relevant information and industrial property rights available to each other.

Article 14. The Signatories shall insert in the contracts a clause requiring the industrial undertakings or research establishments to submit periodic progress reports and a final report.

The progress reports shall be circulated in a limited number of copies to the Signatories and to the Committee and shall be confidential to the extent that they contain detailed technical information. The circulation of the final report, the sole purpose of which shall be to report on the results obtained, shall be much wider, embracing at least the industrial undertakings and research establishments concerned in the countries of the participants in this project.

Article 15. Without prejudice to the provisions of national laws, the Signatories shall insert in the study contracts and the research and development contracts, clauses enabling the application of the following provisions for as long as the industrial property rights arising out of the studies, research and development (hereinafter referred to as “research”), excluding know-how, remain valid.

1. As regards the separately financed work:

(a) The industrial property rights over the research results belonging to the undertakings or research establishments which carried out the research or had it carried out on their behalf shall remain their property, but a Signatory concluding contracts which, in execution, give rise to such property rights may reserve certain rights which shall be defined in the contracts.

As regards contracts concluded with research establishments (public or private research centres, university institutes and joint centres), it may be agreed that the industrial property rights are to belong to the Signatory concerned or to any other body designated by that Signatory.

The filing of applications for industrial property rights resulting from the research shall be brought to the attention of the Signatories through the agency of the Signatories to which the bodies relate.

(b) Without prejudice to the provisions of sub-paragraph (c) the proprietor of industrial property rights resulting from research or acquired during it shall be at liberty to grant licences or dispose of the industrial property rights, it being his responsibility to inform the Signatories of such an intention through the agency of the Signatories to which the bodies relate.

(c) Insofar as the stipulations of the Treaties establishing the European Communities, the laws and regulations in force in the territory of the Signatory concerned and obligations previously contracted by the undertakings granted research contracts and notified at the time of the conclusion of these contracts do not constitute any obstacle thereto, each of the Signatories shall have the right to oppose the granting to undertakings established outside the territories of the Signatories of industrial property rights acquired by the undertakings granted research contracts during the implementation of these contracts and enabling the undertakings established outside the territories of the Signatories to manufacture or sell in the territory of the Signatory.

(d) The proprietor of the industrial property rights shall, in the cases enumerated below, be obliged to grant a licence at the request of any Signatory other than the one who concluded the contract which in execution gave rise to the industrial property rights:

- (i) Where this is necessary in order to meet the needs of the Signatory requesting the licence in the fields listed in Article 12(1), first sub-paragraph;
- (ii) Where the market requirements in the territory of the Signatory requesting the licence are not satisfied, in which case the licence is to be granted to an under-

taking designated by that Signatory for the purpose of enabling that undertaking to meet the requirements of the market. However, a licence shall not be granted if the proprietor establishes legitimate grounds for refusing it, in particular that he has not been given adequate notice.

To obtain the grant of these licences, the applicant Signatory shall apply to the Signatory which concluded the contract which in execution gave rise to the industrial property rights.

These licences shall be granted on fair and reasonable terms and shall be accompanied by the right to grant a sub-licence on the same terms. They may, under the same conditions, cover the prior industrial property rights and applications for property rights of the licensor, in so far as is necessary for their utilisation.

2. As regards the jointly financed work, the provisions set out in point 1 shall be applicable, subject to the following: in the event of one of the Signatories acting as the agent for the other Signatories, the rights which it may reserve, in accordance with point 1(a), shall extend to the other Signatories.

3. The provisions set out in points 1 and 2 shall apply *mutatis mutandis* to information not covered by industrial property rights (know-how, etc.).

Article 16. The Signatories shall consult with each other, if one of them so requests, on any problem arising out of the application of this Agreement.

Article 17. 1. Each of the Signatories shall notify the Secretary-General of the Council of the European Communities as soon as possible of the completion of the procedures required in accordance with its internal provisions for the purpose of implementing this Agreement.

2. For the Signatories which have transmitted the notification provided for in paragraph 1, this Agreement shall enter into force on the first day of the second month following the date on which at least two-thirds of the Signatories have transmitted these notifications.

For those Signatories which transmit this notification after the entry into force of this Agreement, it shall come into force on the date of receipt of the notification.

Signatories 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 after the entry into force of this Agreement.

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

Article 18. This Agreement, drawn up in a single copy in the German, English, French, Italian and Dutch languages, all texts 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 true copy to each of the Signatories.

GESCHEHEN zu Brüssel am dreiundzwanzigsten November neunzehnhunderteinundsiebzig.

DONE at Brussels on the twenty-third day of November in the year one thousand nine hundred and seventy-one.

FAIT à Bruxelles, le vingt-trois novembre mil neuf cent soixante et onze.

FATTO à Bruxelles, addì ventitre novembre millenovecentosettantuno.

GEDAAN te Brussel, drieëntwintig november negentienhonderd eenenzeventig.

Pour le Gouvernement de la République française :

[For the Government of the French Republic:]

[*Signé — Signed*]

FRANÇOIS XAVIER ORTOLI

Ministre du Développement industriel et scientifique

[Minister for Industrial and Scientific Development]

Per il Governo della Repubblica italiana:

[For the Government of the Italian Republic:]

[Pour le Gouvernement de la République italienne :]

[*Signed — Signé*]

CAMILLO RIPAMONTI

Ministro per il coordinamento della ricerca scientifica e tecnologica

[Minister for the Coordination of Scientific and Technological Research]

[Ministre de la Coordination de la recherche scientifique et technologique]

Voor de Regering van het Koninkrijk der Nederlanden:

[For the Government of the Kingdom of the Netherlands:]

[Pour le Gouvernement du Royaume des Pays-Bas :]

[*Signed — Signé*]

E. M. J. A. SASSEN

Ambassadeur

Permanente Vertegenwoordiger van Nederland bij de Europese Gemeenschappen

[Ambassador, Permanent Representative of the Netherlands to the European Communities]

[Ambassadeur, Représentant permanent des Pays-Bas auprès des Communautés européennes]

For the Federal Executive Council of the Socialist Federal Republic of Yugoslavia:
[Pour le Conseil fédéral exécutif de la République fédérative socialiste de Yougoslavie :]

[*Signed — Signé*]

TRPE JAKOVLEVSKI

Member of the Federal Executive Council of SFRY

[Membre du Conseil exécutif fédéral de la RFSY]

Für den Schweizerischen Bundesrat:

Pour le Conseil Fédéral Suisse :

Per Il Consiglio Federale Svizzero:

[For the Swiss Federal Council:]

[*Signed — Signé*]

HANS-PETER TSCHUDI

Bundesrat

Vorsteher des Eidgenössischen Departement des Innern

Conseiller fédéral

Chef du Département Fédéral de l'intérieur

Consigliere Federale

Capo del Dipartimento Federale dell'Interno

[Federal Adviser]

[Head of the Federal Department of the Interior]

ANNEX

1. The participants in the project will simultaneously undertake and will co-ordinate basic research and development on the topic "Aerials with reduced first side-lobes and maximum G/T yield". They will exchange information and compare results achieved.

2. The work to be undertaken under this project will be grouped into two consecutive phases:

(a) Theoretical and bibliographical work:

(i) Bibliographical research;

(ii) Theoretical studies with a view to reducing the side-lobes in the diagram of the directional characteristics of the aerial while maintaining a high G/T yield.

(b) Study and production of a reduced-power model of a radiator:

(i) Experimental studies on the radiator;

(ii) Research on optimum attainable compromise between aerial gain and side-lobe reduction;

(iii) Determining by calculation the diagram of the complete aerial.

For these studies a frequency band selected from the 12 to 18 GHz range would appear suitable.

3. The determination of the technical details of the programme of work will be the responsibility of the Governments acting through the Committee.

4. The programme will be carried out along decentralised lines by national research institutions, both public and private. As regards participation by the latter, research contracts between them and the Government concerned will have to be concluded.

5. The research will remain under the supervision of the national Governments, close contact between them being maintained through the Committee.

6. Each Government will be responsible for all the work carried out in its country by public or private laboratories.

7. The Committee will meet regularly every six months, or more often if necessary, to review the progress of work and the results obtained.