

No. 21932

MULTILATERAL

Agreement on the implementation of a European project on pollution, on the topic "Research into the physico-chemical behaviour of SO₂ in the atmosphere" (with annex). Concluded at Brussels on 23 November 1971

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

Registered by the European Coal and Steel Community on 6 June 1983.

MULTILATÉRAL

Accord pour la mise en œuvre d'une action européenne dans le domaine des nuisances sur le thème « Recherches sur le comportement physico-chimique de l'anhydride sulfureux dans l'atmosphère » (avec annexe). Conclu à Bruxelles le 23 novembre 1971

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

Enregistré par la Communauté européenne du charbon et de l'acier le 6 juin 1983.

AGREEMENT¹ ON THE IMPLEMENTATION OF A EUROPEAN PROJECT ON POLLUTION, ON THE TOPIC "RESEARCH INTO THE PHYSICO-CHEMICAL BEHAVIOUR OF SO₂ IN THE ATMOSPHERE"

The Governments of Denmark, the Federal Republic of Germany, Spain, the French Republic, the Kingdom of Greece, the Italian Republic, the Kingdom of the Netherlands, the Socialist Federal Republic of Yugoslavia, the Republic of Austria, the United Kingdom of Great Britain and Northern Ireland and the European Coal and Steel Community, 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 consists of research work on the physico-chemical behaviour of sulphur dioxide in the atmosphere. An outline description of the work envisaged for the project is contained in the Annex.

Research operations shall be carried out chiefly by means of work entrusted to public research establishments which agree to work in association on a multi-national basis. Contracts may, however, be concluded between the Signatory or Signatories concerned, on the one hand, and industrial undertakings and other research establishments (private research centres, university institutes or joint centres) on the other.

Article 2. The duration envisaged for work on the project shall be five years.

Article 3. 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, on condition that the annual sum allocated by new Signatories to work on the project is no less than 20,000 Units of Account.

¹ Came into force on 1 August 1972, i.e., the first day of the second month following the date on which the majority of the Signatories had notified the Secretary-General of the Council of the European Communities the completion of the required procedures, in accordance with article 15 (2). Notifications under the form of instruments of ratification were effected as follows:

<i>State</i>	<i>Date of deposit of the instrument</i>
Denmark	14 December 1971
France	3 March 1972
Germany, Federal Republic of	20 June 1972
(With a declaration of application to <i>Land Berlin</i> .)	
Greece	31 June 1972
Spain	16 February 1972
United Kingdom of Great Britain and Northern Ireland	12 May 1972

Subsequently, the Agreement came into force for the following States on the date on which they notified the Secretary-General of the Council of the European Communities the completion of the required procedures, in accordance with article 15 (2):

<i>State</i>	<i>Date of deposit of the notification</i>
Austria	27 September 1972
Yugoslavia	7 February 1973
Netherlands	9 April 1973
Italy	4 September 1974
Belgium	4 April 1976

Article 4. 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 reasoned recommendations on the research proposals submitted to it, as well as on the direction and volume of the work envisaged. 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 5. The Committee shall:

- (a) Address to the bodies concerned recommendations on the research which it deems necessary to carry out, and recommend the allocation of tasks among the Signatories;
- (b) Encourage co-operation between partners from different countries;
- (c) Follow the progress of the work and recommend, where appropriate, such changes as may be necessary in the direction or the volume of the work being undertaken;
- (d) Publish, annually and at the end of the project, a report containing conclusions on the results of the operations covered by the project.

Article 6. At the request of the Signatories, the Secretariat of the Committee shall be provided by the Commission of the European Communities.

Article 7. The research outlay devoted to the work planned for the project shall be divided as follows among the Signatories:

<i>Signatories</i>	<i>Annual maximum amount in UA</i>
Governments of	
Denmark	40,000
Federal Republic of Germany	40,000
Spain	20,000
French Republic	40,000
Kingdom of Greece	20,000
Italian Republic	40,000
Kingdom of the Netherlands	40,000
Socialist Federal Republic of Yugoslavia	60,000
Republic of Austria	40,000
United Kingdom of Great Britain and Northern Ireland	115,000
European Coal and Steel Community	60,000

In this connection, each Signatory shall be responsible for financing operations under the project in respect of work carried out 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 among the Signatories, with the exception of Secretariat expenses.

Article 8. Applications for the award of contracts pursuant to Article 1 may be submitted by industrial undertakings and research establishments, preferably working in association, which are capable of carrying out all or any part of the planned research or of having certain parts thereof carried out on their behalf and on their responsibility.

Article 9. The Signatories shall address to the Secretariat of the Committee the research proposals submitted to them.

Article 10. The Signatories shall be responsible for the administration and financial management of the contracts which they conclude.

Article 11. 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 this 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 12. 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 shall be much wider; the details thereof shall be decided by the Committee.

Article 13. 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, gave 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) In so far 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 of 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 on 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 11 (1), first subparagraph;
 - (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 undertaking 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 14. 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 15. 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 the majority 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 16. 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 a Bruxelles, addì ventitrè novembre millenovecentosettantuno

GEDAAN te Brussel, drieëntwintig november negentienhonderd eenen-zeventig

For the Government of Denmark:

[Pour le Gouvernement du Danemark :]

[*Signed — Signé*]

IVAR NØRGAARD

Minister of Foreign Economic Affairs

[Ministre des Affaires économiques étrangères]

Für die Regierung der Bundesrepublik Deutschland:

[For the Government of the Federal Republic of Germany:]

[Pour le Gouvernement de la République fédérale d'Allemagne :]

[*Signed — Signé*]

HANS-GEORG SACHS

Ständiger Vertreter der Bundesrepublik Deutschland
bei den Europäischen Gemeinschaften

[Permanent Representative of the Federal Republic
of Germany to the European Communities]

[Représentant permanent de la République fédérale
d'Allemagne auprès des Communautés
européennes]

[*Signed — Signé*]

HANS-HILGER HAUNSCHILD

Bundesministerium für Bildung und Wissenschaft

[Federal Ministry for Training and Sciences]

[Ministère fédéral de l'Éducation et des Sciences]

Pour le Gouvernement de l'Espagne :

[For the Government of Spain:]

[*Signed — Signé*]

JOSÉ MARÍA LÓPEZ DE LETONA

Ministre de l'Industrie

[Minister of Industry]

Pour le Gouvernement de la République française :
[For the Government of the French Republic:]

[Signed — Signé]

FRANÇOIS-XAVIER ORTOLI

Ministre du Développement industriel et scientifique
[Minister of Scientific and Industrial Development]

Pour le Gouvernement du Royaume de Grèce :
[For the Government of the Kingdom of Greece:]

[Signed — Signé]

CONSTANTIN PANAYOTAKIS

Ministre de la Culture et des Sciences
[Minister of Culture and Sciences]

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 pour 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 bij
de Europese Gemeenschappen

[Ambassador, Permanent Representative
to the European Communities]

[Ambassadeur, Représentant permanent
auprès des Communautés européennes]

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

[Signed — Signé]

TRPE JAKOVLEVSKI

Member of the Federal Executive Council of QFRY
[Membre du Conseil exécutif fédéral de QFRY]

Für die österreichische Bundesregierung:
[For the Austrian Government:]
[Pour le Gouvernement fédéral autrichien :]

[Signed — Signé]

HERTA FIRNBERG

Bundesminister für Wissenschaft und Forschung

[Federal Minister for Science and Research]

[Ministre fédéral pour les Sciences et la Recherche]

For the Government of the United Kingdom of Great Britain and Northern
Ireland:
[Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande
du Nord :]

[Signed — Signé]

FREDERICK CORFIELD

Minister for Aerospace

[Ministre des affaires aérospatiales]

Für die Europäische Gemeinschaft für Kohle und Stahl:
Pour la Communauté européenne du Charbon et de l'Acier :
Per la Comunità Europea del Carbone e dell'Acciaio:
Voor de Europese Gemeenschap voor Kolen en Staal:
[For the European Coal and Steel Community:]

[Signed — Signé]

ALTIERO SPINELLI

Mitglied der Kommission
der Europäischen Gemeinschaften

Membre de la Commission
des Communautés européennes

Membro della Commissione
delle Comunità Europee

Lid van de Commissie
van de Europese Gemeenschappen

[Member of the Commission
of the European Communities]