EC/Jordan agreement: scientific and technological cooperation

2009/0065(NLE) - 09/03/2011 - Final act

PURPOSE: to conclude a scientific and technical cooperation agreement with the Hashemite Kingdom of Jordan.

NON-LEGISLATIVE ACT: Council Decision 2011/343/EU on the conclusion of the Agreement between the European Community and the Hashemite Kingdom of Jordan on Scientific and Technological Cooperation.

BACKGROUND: the Commission negotiated, on behalf of the Community, an Agreement between the European Community and Jordan on Scientific and Technological Cooperation. It was signed by the representatives of the Parties on 30 November 2009, and has been provisionally applied upon signature, pending its conclusion.

The Agreement should be now be concluded on behalf of the Union.

CONTENT: with this Decision, the Agreement between the European Community and Jordan on Scientific and Technological Cooperation is hereby approved on behalf of the Union.

Scope and principles: the agreements aims to encourage develop and facilitate cooperative activities between the Community and Jordan in fields of common interest where they are pursuing research and development activities in science and technology.

The Agreement provides that cooperative activities shall be conducted on the basis of a number of principles, including **mutual benefit based on an overall balance of advantages** or **reciprocal access** to the activities of research programmes and projects undertaken by each Party. Moreover, the agreement provides for the timely exchange of information which may facilitate cooperative activities as well as provisions on the protection of intellectual property rights.

Main axes of cooperation: the agreement provides for a number of **technical arrangements** establishing the main axes of scientific and technical cooperation:

- legal entities that may participate in research activities;
- other types of cooperation, such as regular discussions on the priorities for research policies in Jordan and the Community; the exchange of relevant information; exchanges of research workers, engineers and technicians, including for training purposes; sharing of equipment and materials; participation of experts in seminars, symposia and workshops; training; any other modality of cooperation deemed in conformity with the objectives of the agreement.

The areas of scientific cooperation are those defined by the 7th European Framework Programme for Research. An Annex sets, in particular, the terms and conditions for the participation of legal entities established in Jordan in indirect actions of the Framework programme. In return, the agreement sets the terms and conditions for the participation of legal entities established in Member States of the European Union in Jordan research programmes and projects. The cooperation shall be established on the basis of **targeted collaboration between Jordanian research institutions** and European scientific teams.

Intellectual property rights: scientific and technological information of a non-proprietary nature resulting from direct cooperative activities may be made available to the public by either Party through customary channels and in accordance with the normal procedures of the participating agencies. Intellectual property rights and undisclosed information resulting from, introduced in the course of, or obtained through the cooperative activities under this Agreement shall be treated in accordance with the provisions of Annex II of the Agreement.

Funding: the Community may grant funding to legal entities established in Jordan participating in indirect actions under the terms and conditions laid down by the Seventh Framework Programme. The Agreement provides that when one Party provides financial support to Participants of the other Party in connection with indirect cooperative activities, any grants and financial or other contributions from the funding Party to Participants of the other Party in support of those activities shall be granted tax and customs exemption.

Use of the results: the Agreement provides that the dissemination and the use of the achieved and/or exchanged results as well as those of information, management, attribution and exercise of intellectual property rights resulting from the research activities undertaken under this Agreement are subject to the conditions provided for in Annex II.

Management: the coordination and facilitation of activities will be performed on behalf of Jordan, by the Higher Council for Science and Technology and, on behalf of the Community, by the European Commission, acting as executive agents of the Parties.

Annexes: the Agreement includes two Annexes:

- Annex I deals with the terms and conditions for the participation of legal entities established in Member States of the European Union and in Jordan;
- Annex II deals with principles on the allocation of intellectual property rights.

ENTRY INTO FORCE: the Decision shall enter into force on 9 March 2011. The Agreement shall enter into force as soon as the necessary procedures have been completed.