Basic information

2009/0065(NLE) NLE - Non-legislative enactments Decision	Procedure completed
EC/Jordan agreement: scientific and technological cooperation **Subject** 3.50.20 Scientific and technological cooperation and agreements **Geographical area** Jordan	

Key players

European Parliament

Committee responsible	Rapporteur	Appointed
ITRE Industry, Research and Energy	REUL Herbert (PPE)	29/09/2010

Former committee responsible	Former rapporteur	Appointed
ITRE Industry, Research and Energy		

Council of the European Union

Council configuration	Meetings	Date
Economic and Financial Affairs ECOFIN	2972	2009-11-10
Competitiveness (Internal Market, Industry, Research and Space)	3074	2011-03-09

European Commission

Commission DG	Commissioner
Research and Innovation	GEOGHEGAN-QUINN Máire

Key events

Date	Event	Reference	Summary
13/05/2009	Preparatory document	COM(2009)0222	Summary
02/12/2009	Additional information		Summary
02/07/2010	Legislative proposal published	11362/2010	Summary
07/09/2010	Committee referral announced in Parliament		
26/10/2010	Vote in committee		Summary

09/11/2010	Committee report tabled for plenary, 1st reading/single reading	A7-0304/2010	
23/11/2010	Decision by Parliament	T7-0415/2010	Summary
23/11/2010	Results of vote in Parliament		
09/03/2011	Act adopted by Council after consultation of Parliament		
09/03/2011	End of procedure in Parliament		
17/06/2011	Final act published in Official Journal		

Technical information

Procedure reference	2009/0065(NLE)
Procedure type	NLE - Non-legislative enactments
Procedure subtype	Consent by Parliament
Legislative instrument	Decision
Legal basis	Treaty on the Functioning of the European Union TFEU 218-p6a Treaty on the Functioning of the European Union TFEU 186-p2
Other legal basis	Rules of Procedure EP 165
Stage reached in procedure	Procedure completed
Committee dossier	ITRE/7/00304

Documentation gateway

European Parliament

Document type	Committee	Reference	Date	Summary
Committee draft report		PE450.620	11/10/2010	
Committee report tabled for plenary, 1st reading/single reading		A7-0304/2010	09/11/2010	
Text adopted by Parliament, 1st reading/single reading		T7-0415/2010	23/11/2010	Summary

Council of the EU

Document type	Reference	Date	Summary
Document attached to the procedure	11790/2009	27/08/2009	Summary
Legislative proposal	11362/2010	02/07/2010	Summary

European Commission

Document type	Reference	Date	Summary
Preparatory document	COM(2009)0222	13/05/2009	Summary

Additional information		
Source	**Document**	**Date**
National parliaments	IPEX	
European Commission	EUR-Lex	

Final act	
Decision 2011/0343 OJ L 159 17.06.2011, p. 0001	Summary

EC/Jordan agreement: scientific and technological cooperation

2009/0065(NLE) - 23/11/2010 - Text adopted by Parliament, 1st reading/single reading

The European Parliament adopted a legislative resolution in which it gives its consent to the conclusion of the Agreement for Scientific and Technological Cooperation between the European Community and Jordan.

EC/Jordan agreement: scientific and technological cooperation

2009/0065(NLE) - 02/07/2010 - Legislative proposal

PURPOSE: to conclude an Agreement on Scientific and Technological Cooperation between the European Community and Jordan.

PROPOSED ACT: Council Decision.

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

As a consequence of the entry into force of the Treaty of Lisbon on 1 December 2009, the European Union has replaced and succeeded the European Community.

IMPACT ASSESSMENT: no impact assessment was carried out.

LEGAL BASE: Article 186, in conjunction with point (v) of Article 218(6)(a) of the Treaty on the Functioning of the European Union.

CONTENT: this Decision aims to approve the Agreement between the European Community and Jordan on cooperation in science and technology on behalf of the European Union. For details of the content of the Agreement, please see the summary of the document annexed to the procedure dated 27/08/2009.

The proposal also states that as a consequence of the entry into force of the Treaty of Lisbon on 1 December 2009, the European Union has replaced and succeeded the European Community and from that date exercises all rights and assumes all obligations of the European Community. Therefore, references to "the European Community" in the text of the Agreement are, where appropriate, to be read as "the European Union".

FINANCIAL IMPLICATIONS: the proposal has no implications for the EU budget.

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.

EC/Jordan agreement: scientific and technological cooperation

2009/0065(NLE) - 27/08/2009 - Document attached to the procedure

This document sets out the contents of the Agreement between the European Community and Jordan on cooperation in science and technology. The draft agreement was initialled on 28 January 2009.

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 certain principles, including mutual benefit based on an overall balance of advantages, and reciprocal access to the activities of research programmes and projects undertaken by each Party. It also provides timely exchange of information which may facilitate cooperative activities, and appropriate exchange and protection of intellectual property rights.

Means of cooperation : the Agreement makes the following provisions:

- legal entities shall participate in cooperative activities;

- cooperation may also take other form and means, such as regular discussions on the orientations and priorities for research policies and planning in Jordan and the Community; discussions on cooperation, developments and prospects; timely provision of information; joint meetings; visits and exchanges of research workers, engineers and technicians; exchanges and sharing of equipment, materials and testing services; participation of experts in seminars, symposia and workshops; research and technological development training; reciprocal access to scientific and technological information within the scope of the cooperation.

The Annex sets out the terms and conditions for the participation of legal entities established in Jordan in indirect actions of the 7th Framework programme.

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.

EC/Jordan agreement: scientific and technological cooperation

2009/0065(NLE) - 13/05/2009 - Preparatory document

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

PROPOSED ACT: Council Decision.

BACKGROUND: the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, on the one side, and the Hashemite Kingdom of Jordan, on the other, entered into force on 1 May 2002. Article 64 of this agreement identifies scientific and technological cooperation as an area of particular interest and potential, and provides, amongst other things, for the establishment of permanent links between the parties' scientific communities. Similarly, Article 62 mentions that regional cooperation will focus, amongst other things, on scientific and technological research.

In a letter dated 20 February 2007 the Jordanian Minister of Planning and International Cooperation, Ms. Suhair Al-Ali, submitted a formal request to commence negotiations on a scientific and technical cooperation agreement. In a letter dated 14 March 2007, Commissioner Potočnik replied positively to this request.

Thus, upon a proposal of the Commission, the Council authorised the Commission on 7 April, 2008 to negotiate on behalf of the European Community a scientific and technical cooperation agreement with the Hashemite Kingdom of Jordan and issued the relevant negotiating directives.

The negotiations resulted in the attached draft agreement text initialed on 28 January 2009.

CONTENT: the agreement shall 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.

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 Seventh 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.

Practical arrangements are provided for in order to facilitate the daily management of the agreement and to regulate its financing (particularly by way of the relevant development cooperation instruments of the Community or by way of the Seventh Framework Programme).

The coordination and facilitation of the research activities shall 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.

Lastly, the agreement includes provisions to ensure the dissemination and use of the results and information obtained from joint research activities, under a strict framework established and regulated by the agreement and in accordance with the applicable rules on intellectual property.

Note that the agreement should be signed and applied on a provisional basis, pending the completion of the procedures for its formal conclusion.

BUDGETARY IMPLICATIONS: from 2009 to 2013, the only financial implications of this agreement are those linked to its internal management at Community level. The Commission provides for an overall financial envelope of EUR 100 000 over five years, in other words EUR 20 000 per year.