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COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 13.5.2009  
COM(2009) 221 final

Proposal for a

**COUNCIL DECISION**

**on the signature and provisional application on behalf of the European Community of the Agreement on Scientific and Technological Cooperation between the European Community of the one part and the Hashemite Kingdom of Jordan of the other part**

## EXPLANATORY MEMORANDUM

**Subject:** Proposal for a Council decision concerning the signature and provisional application of a scientific and technical cooperation agreement between the European Community, on the one part, and the Hashemite Kingdom of Jordan on the other part

1. The Euro-Mediterranean Agreement establishing an association (hereinafter referred to as "the association agreement") between the European Communities and their Member States, on the one side, and the Hashemite Kingdom of Jordan (hereinafter referred to as "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.
2. 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 an S&T cooperation agreement. In a letter dated 14 March 2007, Commissioner Potočnik replied positively to this request.
3. Thus, upon a proposal of the Commission, the Council authorised the Commission on 7 April, 2008 to negotiate on behalf of the European Community an S&T 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.
4. Jordan is an active partner, with important advantages, such as:
  - a network of universities and higher education institutions well developed and well equipped research and technological applications centres, like the NCARTT (National Center for Agricultural Research and Technology Transfer) in the field of agronomy;
  - a good integration in the international and regional scientific networks which participate to the Global Forum of Sustainable Development and to the International conventions of the *Conférence des Nations Unies sur l'environnement et le développement* (CNUED) (biodiversity, desertification...);
5. Jordan has the capacity to act as a hub for the scientific cooperation with the other countries of the region (Syria, Lebanon, Palestinian Authority, Israel, Egypt and Turkey). At regional level, Jordan contributes actively to the works of the MoCo (Euro-Mediterranean Monitoring Committee for RTD co-operation) where it is represented by its' "Higher Council for Science and Technology" (HCST). The HCST was established in 1987 to build a national science and technology base to contribute to the achievement of national developmental objectives, through increasing awareness of the significance of scientific research and development by providing the necessary funding for such activity and directing R&D activity toward developmental priorities.

6. Following the analysis of the national research system carried out by HCST jointly with the International Development Research Centre of Canada, was recommended that a national research system be created which would be able to draw and set up a policy for the Science, Technology and Innovation involving all the sectors, especially the SMEs. The priority domains presented as best prepared for international and regional co-operation were energy, sustainable development (water and natural resources management), health, agriculture and archaeology. As a result, the Jordanian Government adopted a strategic document for 2005-2010 to better integrate science and technology in its national programmes, to establish a scientific and technological basis mobilising multidisciplinary and inter-institutional networks, and to reinforce partnerships and synergies between the scientific community and the actors of innovation. The domains identified are in line with FP7 priorities, and a cooperation of Jordan research institutions in international scientific teams would certainly contribute to enhance the Jordanian national research system, as it will improve the S&T cooperation in the region.
7. The Agreement should be signed and applied on a provisional basis, pending the completion of the procedures for its formal conclusion.

In light of the above considerations the Commission requests the Council:

- To authorise the signature, on behalf of the European Community, of the Agreement on Scientific and Technological Cooperation between the European Community of the one part and the Hashemite Kingdom of Jordan of the other part;
- To approve the provisional application of the Agreement on Scientific and Technological Cooperation between the European Community of the one part and the Hashemite Kingdom of Jordan of the other part;

Proposal for a

## COUNCIL DECISION

**on the signature and provisional application on behalf of the European Community of the Agreement on Scientific and Technological Cooperation between the European Community of the one part and the Hashemite Kingdom of Jordan of the other part**

THE COUNCIL OF THE EUROPEAN UNION,

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

Having regard to the proposal from the Commission<sup>1</sup>,

Whereas:

- (1) The Commission has negotiated, on behalf of the Community, an Agreement on Scientific and Technological Cooperation with the Hashemite Kingdom of Jordan.
- (2) The negotiations resulted in the attached agreement initialled on 28 January 2009.
- (3) It is necessary to sign the Agreement negotiated by the Commission in view of its possible conclusion at a later date.

HAS DECIDED AS FOLLOWS:

### *Article 1*

- (1) The signing of the Agreement on Scientific and Technological Cooperation between the European Community of the one part and the Hashemite Kingdom of Jordan of the other part is hereby approved on behalf of the Community, subject to the Council Decision concerning the conclusion of the said Agreement.
- (2) The text of the Agreement is annexed to this Decision.
- (3) The President of the Council is hereby authorised to designate the person(s) empowered to sign, on behalf of the European Community, the Agreement on Scientific and Technological Cooperation between the European Community, of the one part, and the Hashemite Kingdom of Jordan, of the other part.

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<sup>1</sup> OJ C, p...

*Article 2*

- (1) The Agreement shall be applied on a provisional basis as provided for in Article 7(2) of the Agreement, pending completion of the procedures for conclusion.
- (2) The Commission shall adopt the position of the Community to be taken in the Joint Committee established by Article 4 (2) of the Agreement with regard to technical amendments to the Agreement according to Article 7 (5) of the Agreement.

*Article 3*

The Decision shall be published in the Official Journal of the European Union

.Done at Brussels, [...]

*For the Council  
The President*

**ANNEX**

**AGREEMENT**

**on Scientific & Technological Cooperation between the European Community and the Government of the Hashemite Kingdom of Jordan**

The European Community, (hereinafter referred to as the "Community") on the one part,

And

The Hashemite Kingdom of Jordan (hereinafter referred to as "Jordan"), on the other part,

Hereinafter referred to as the "Parties",

CONSIDERING the Treaty establishing the European Community and in particular its Article 170 in relation to its Article 300, paragraph 2, first sentence, and paragraph 3, first subparagraph;

CONSIDERING the importance of science and technology for their economic and social development and the reference which was made in Article 43 of the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, on the one hand, and the Hashemite Kingdom of Jordan, on the other hand, which entered into force the 1<sup>st</sup> of May 2002;

CONSIDERING the European Neighbourhood Policy and the EU strategy to strengthen the relations with the neighbourhood countries, in the framework of which the parties have met and agreed on an Action Plan, one of which priorities was "to strengthen cooperation in science and technology". The Joint Action Plan of the European Neighbourhood Policy is in line with the Government of Jordan's Executive Programme (2007-2009) for Kuluna Al Urdun/the National Agenda, which aims to develop a sustainable socio-economic reform process;

WHEREAS the Community and Jordan undertook common research, technological development and demonstration activities, in various fields of common interest, and that it would be to their mutual advantage that each of them takes part in the activities of research and development of the other, on a reciprocity basis;

WISHING to establish a formal framework for cooperation in scientific and technological research which would make it possible to extend and intensify cooperative efforts in the fields of common interest and to encourage the use of the results of this cooperation considering their mutual economic and social interests;

WISHING to open the European Research Area to non-member countries and in particular to the Mediterranean partner countries;

Have agreed as follows:

## **Article 1**

### **Scope and principles**

1. The Parties 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.
2. Cooperative activities shall be conducted on the basis of the following principles:
  - Promotion of a knowledge based society to foster the social and economic development of both Parties;
  - Mutual benefit based on an overall balance of advantages;
  - Reciprocal access to the activities of research programmes and projects undertaken by each Party;
  - Timely exchange of information which may facilitate cooperative activities;
  - Appropriate exchange and protection of intellectual property rights;
  - Participation and funding in compliance with the relevant laws and regulations of the parties.

## **Article 2**

### **Means of cooperation**

1. Legal entities established in Jordan, as defined in Annex I, including either physical persons or private or public legal persons, shall participate in indirect cooperative activities of the European Community's Framework programme for research and technological development and demonstration activities (hereinafter referred to as the "Framework programme"), subject to the terms and conditions established by, or referred to in Annexes I and II.

Legal entities established in the Member States of the European Community, as defined in Annex 1, shall participate in Jordan's research programmes and projects in themes equivalent to those of the Framework programme under the same conditions as those applicable to legal entities of Jordan, subject to the terms and conditions established by, or referred to in Annexes I and II.
2. Cooperation may also take the following forms and means:
  - 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 concerning the implementation of programmes and research projects of Jordan and of the Community, and concerning the results of work undertaken within the framework of this Agreement;
- Joint meetings;
- Visits and exchanges of research workers, engineers and technicians, including for training purposes;
- Exchanges and sharing of equipment, materials and testing services;
- Contacts between programme or project managers of Jordan and the Community;
- Participation of experts in seminars, symposia and workshops;
- Exchanges of information on practices, laws, regulations, and programmes relevant to cooperation under this Agreement;
- Research and technological development training;
- Reciprocal access to scientific and technological information within the scope of this cooperation;
- Any other modality that would be adopted by the European Community-Jordan Joint Scientific and Technological Cooperation Committee, as defined in article 4, and deemed in conformity with the policies and procedures applicable in both Parties.

### **Article 3**

#### **Enhancement of cooperation**

1. The Parties will make every effort, within the framework of their applicable legislation, to facilitate the free movement and residence of research workers participating in the activities covered by this Agreement and to facilitate cross-border movement of goods intended for use in such activities.
2. Where in accordance with its own rules the Community unilaterally grants funding to a legal entity of Jordan participating in a Community indirect cooperative activity, Jordan will ensure that no charge or levy shall be imposed upon that transaction.

## **Article 4**

### **Management of the Agreement**

#### **European Community-Jordan Joint Scientific and Technological Cooperation**

##### **Committee**

1. The coordination and facilitation of activities under this Agreement 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 (hereinafter referred to as "Executive Agents").
2. The Executive Agents shall establish a joint committee called "European Community-Jordan Joint Scientific and Technological Cooperation Committee" (hereinafter "the Joint Committee"), whose functions shall include:
  - Ensuring, evaluating and reviewing the implementation of this Agreement, as well as modifying its Annexes or adopting new ones to take into consideration evolutions of the Parties' scientific policies, subject to the fulfillment by each of the Parties of its internal procedures for that purpose;
  - Identifying, on an annual basis, potential sectors where cooperation should be developed and improved and examine any measure to that end;
  - Regularly discussing the future orientations and priorities of research policies and research planning in Jordan and the Community and the prospects for future cooperation within this Agreement;
  - Making recommendations to the Parties with regard to the implementation of this Agreement, including the identification and recommendation of additions to the Activities referred to in Article 2, paragraph 2 and concrete measures to improve the mutual access provided for under Article 1, paragraph 2.
3. The Joint Committee, which shall be composed of representatives of the Executive Agents, shall adopt its rules of procedure.
4. The Joint Committee shall normally meet once a year, alternatively in the Community and in Jordan. Extraordinary meetings shall be held whenever necessary and agreed between the Parties. The conclusions and recommendations of the Joint Committee will be sent for information to the Association Committee of the Euro-Mediterranean Agreement between the European Union and the Hashemite Kingdom of Jordan.

## **Article 5**

### **Financing**

The reciprocal participations in research activities under this Agreement are set according to the conditions defined in Annex I and are subject to the legislation, regulations, policies and conditions of implementation of the programmes in force in the territory of each Party.

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.

## **Article 6**

### **Dissemination and use of the results and information**

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.

## **Article 7**

### **Final provisions**

1. Annexes I and II form an integral part of this Agreement. All questions or disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement of the Parties.
2. This Agreement shall enter into force when the Parties will have notified to each other the completion of their internal procedures for its conclusion. Pending the completion by the Parties of said procedures, the Parties shall provisionally apply this Agreement upon its signature. Should a Party notify the other that it shall not conclude the Agreement, it is hereby mutually agreed that projects and activities launched under this provisional application and that are still in progress at the time of the above-mentioned notification shall continue until their completion under the conditions laid down in this Agreement.
3. Either of the Parties may terminate this Agreement at any time upon six months' notice. Projects and activities in progress at the time of termination of this Agreement shall continue until their completion under the conditions laid down in this Agreement.
4. This Agreement shall remain in force until such time as either Party gives notice in writing to the other Party of its intention to terminate this Agreement. In such case

this Agreement shall cease to have effect six months after the receipt of such notification.

5. Should one of the Parties decide to revise its research programmes and projects referred to in paragraph 1 of Article 1, that Party's Executive Agent shall notify the Executive Agent of the other Party of the exact content of these revisions. By derogation to paragraph 3 of this article, this Agreement may be terminated under mutually agreed conditions should either of the Parties notify the other within one month after the adoption of the revisions referred to above in this paragraph of its intention to terminate this Agreement.
6. 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 Hashemite Kingdom of Jordan. This shall not prevent the conduct of cooperative activities on the high seas, outer space, or the territory of third countries, in accordance with international law.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the European Community and the Hashemite Kingdom of Jordan respectively, have signed this Agreement.

DONE in duplicate at....., this ..... day of ....., in the English, Bulgarian, Czech, Danish, Dutch, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish and Arabic languages, each text being equally authentic.

FOR THE EUROPEAN COMMUNITY:
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FOR THE HASHEMITE KINGDOM OF JORDAN:
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## ANNEX I

### **Terms and conditions for the participation of legal entities established in Member States of the European Union and in Jordan**

For the purpose of this Agreement, a legal entity means any natural person, or any legal person created under the national law of its place of establishment or under Community law or international law, having legal personality and being entitled to have rights and obligations of any kind in its own name.

#### **I. Terms and conditions for the participation of legal entities established in Jordan in indirect actions of the Framework programme**

1. Participation of legal entities established in Jordan in indirect actions of the Framework programme shall follow the conditions laid down by the European Parliament and the Council according to article 167 of the Treaty establishing the European Community.

In addition, legal entities established in Jordan may participate in indirect actions undertaken according to article 164 of the Treaty establishing the European Community.

2. The Community may grant funding to legal entities established in Jordan participating in indirect actions referred to in paragraph 1 above under the terms and conditions laid down by the decision taken by the European Parliament and the Council (Regulation (EC) N° 1906/2006 of the European Parliament and of the Council of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013)<sup>2</sup> according to article 167 of the Treaty establishing the European Community, the European Community's Financial Regulations and any other applicable Community legislation.
3. A grant agreement or contract concluded by the Community with any legal entity established in Jordan in order to perform an indirect action shall provide for controls and audits to be carried out by, or under the authority of, the European Commission or the Court of Auditors of the European Communities.

In a spirit of cooperation and mutual interest, the relevant Authorities of Jordan shall provide any reasonable and feasible assistance as may be necessary or helpful under the circumstances to perform such controls and audits.

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<sup>2</sup> OJ L391, p.1 of 30.12.2006

## **II. Terms and conditions for the participation of legal entities established in Member States of the European Union in Jordan research programmes and projects**

1. Any legal entity established in the Community, created under the national law of one of the Member States of the European Union or under Community law, may participate in projects of Jordan research and development programmes jointly with Jordan legal entities.
2. Subject to paragraph 1 above and to Annex II, the rights and obligations of legal entities established in the Community participating in Jordan research projects within research and development programmes, the terms and conditions applicable for the submission and evaluation of proposals and for the granting and conclusion of contracts in such projects shall be subject to Jordanian laws, regulations and government directives governing the operation of research and development programmes, as applicable to Jordan's legal entities and assuring equitable treatment, taking into account the nature of the cooperation between Jordan and the Community in this field.

Funding of legal entities established in the Community participating in the relevant Jordanian projects within research and development programmes shall be subject to Jordan's laws, regulations and government directives governing the operation of said programmes, as applicable to non-Jordanian legal entities.

## **III. Information on participation opportunities**

Jordan and the European Commission will regularly make available information on current programmes and participation opportunities for the benefits of legal entities established in the two Parties.

## ANNEX II

### Principles on the allocation of intellectual property rights

#### **I. Application**

For the purposes of this Agreement, "intellectual property" shall have the meaning given in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm on 14 July 1967.

For the purposes of this Agreement, knowledge shall mean the results, including information, whether or not they can be protected, as well as copyrights or rights pertaining to such information following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection;

#### **II. Intellectual property rights of legal entities of the Parties participating in Indirect Cooperative Activities**

1. Each Party shall ensure that its treatment of the intellectual property rights and obligations of legal entities established in the other Party's territories participating in indirect cooperative activities carried out pursuant to this Agreement and the related rights and obligations arising from such participation, shall be consistent with the relevant laws and regulations and international conventions that are applicable to the Parties, including the Agreement on Trade-Related Aspects of Intellectual Property Rights, Annex 1C of the Marrakech Agreement Establishing the World Trade Organisation as well as the Paris Act of 24th July 1971 of the Berne Convention for the Protection of Literary and Artistic Works and the Stockholm Act of 14th July 1967 of the Paris Convention for the Protection of Industrial Property.
2. Each Party shall ensure that the Participants in Indirect Cooperative Activities of the other Party shall have the same treatment with regard to Intellectual Property as is accorded to the Participants of the first Party under the relevant rules of participation of each research programme or project, or its applicable laws and regulations.

### **III. Intellectual property rights of the Parties**

1. Except if otherwise specifically agreed by the Parties, the following rules shall apply to knowledge generated by the Parties in the course of activities carried out within Article 2, of this Agreement:

a) The Party generating such knowledge shall be the owner of that knowledge. Where their respective share of the work cannot be ascertained, they shall have joint ownership of such knowledge.

b) The Party owning that knowledge shall grant access rights to it to the other Party for carrying out activities referred to in Article 2 of this Agreement. Such access rights shall be granted on a royalty-free basis.

2. Except if otherwise specifically agreed by the Parties, the following rules shall apply to scientific literary works of the Parties:

a) In the case where a Party publishes scientific and technical data, information and results, by means of journals, articles, reports, books, including video and software, arising and relating to activities carried out pursuant to this Agreement, a worldwide, non-exclusive, irrevocable, royalty-free license shall be granted to the other Party to translate, reproduce, adapt, transmit and publicly distribute such works.

b) All copies of data and information, protected by copyright, that have to be publicly distributed and prepared under this section shall indicate the names of the author(s) of the work unless an author explicitly declines to be named. They shall also bear a clearly visible acknowledgement of the cooperative support of the Parties.

3. Except if otherwise specifically agreed by the Parties, the following rules shall apply to undisclosed information of the Parties:

a) When communicating to the other Party information relating to activities carried out pursuant to this Agreement, each Party shall identify the information it wishes to remain undisclosed through confidential insignias or legends.

b) The receiving Party may under its own responsibility communicate undisclosed information to bodies or persons under its authority for the specific purposes of implementing this Agreement.

c) 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 paragraph b). The Parties shall cooperate in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will provide such approval to the extent permitted by its domestic policies, regulations and laws.



d) Non-documentary undisclosed or other confidential information provided in seminars and other meetings between representatives of the Parties arranged under this Agreement, or information arising from the attachment of staff, use of facilities or indirect actions, shall remain confidential when the recipient of such undisclosed or other confidential or privileged information was made aware of the confidential character of the information communicated at the time such communication was made, according to paragraph a).

e) Each Party shall endeavour to ensure that undisclosed information received by it under paragraphs a) and d) is 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 laid down in paragraphs a) and d), it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

## LEGISLATIVE FINANCIAL STATEMENT

### 1. NAME OF THE PROPOSAL:

Proposal for a Council decision concerning the signature and provisional application of a scientific and technical cooperation agreement between the European Community, of the one part, and the Hashemite Kingdom of Jordan of the other part.

### 2. ABM / ABB FRAMEWORK

Policy strategy and coordination of, in particular, the Directorates-General RTD, JRC, ENTR, INFSO and TREN.

### 3. BUDGET LINES

#### 3.1. Budget lines (operational lines and related technical and administrative assistance lines (ex- B.A lines)) including headings:

Costs in connection with the implementation of the agreement (workshops, seminars, meetings, videoconferences), will be charged to the administrative budget lines for the specific programmes of the Framework programme of the European Community (XX.01.05.03).

#### 3.2. Duration of the action and of the financial impact:

From the date on which the Parties have notified to each other the completion of their internal procedures for its conclusion. The Parties shall provisionally apply this Agreement upon its signature and it will remain in force until such time as either Party gives notice in writing to the other Party of its intention to terminate the Agreement, as laid down in Article 7 (4) of the Agreement.

#### 3.3. Budgetary characteristics (*add rows if necessary*) :

Budget line	Type of expenditure		New	EFTA contribution	Contributions from applicant countries	Heading in financial perspective
XX.01.05.03	Comp/ Non-comp	Diff <sup>3</sup> / Non-diff <sup>4</sup>	NO	YES	YES	No [1A]

<sup>3</sup> Differentiated appropriations

<sup>4</sup> Non-differentiated appropriations hereafter referred to as NDA

#### 4. SUMMARY OF RESOURCES

##### 4.1. Financial Resources

##### 4.1.1. Summary of commitment appropriations (CA) and payment appropriations (PA)

EUR million (to 3 decimal places)

Expenditure type	Section no.		2009	2010	2011	2012	2013	n + 5 and later	Total
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##### Operational expenditure<sup>5</sup>

Commitment Appropriations (CA)	8.1	a							
Payment Appropriations (PA)		b							

##### Administrative expenditure within reference amount<sup>6</sup>

Technical & administrative assistance (NDA)	8.2.4	c	0.02	0.02	0.02	0.02	0.02		0.10
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##### TOTAL REFERENCE AMOUNT

Commitment Appropriations		a+c	0.02	0.02	0.02	0.02	0.02		0.10
Payment Appropriations		b+c	0.02	0.02	0.02	0.02	0.02		0.10

##### Administrative expenditure not included in reference amount<sup>7</sup>

Human resources and associated expenditure (NDA)	8.2.5	d							
Administrative costs, other than human resources and associated costs, not included in reference amount (NDA)	8.2.6	e							

##### Total indicative financial cost of intervention

TOTAL CA including cost of Human Resources		a+c+d+e	0.02	0.02	0.02	0.02	0.02		0.10
TOTAL PA including cost of Human Resources		b+c+d+e	0.02	0.02	0.02	0.02	0.02		0.10

##### Co-financing details

<sup>5</sup> Expenditure that does not fall under Chapter xx 01 of the Title xx concerned.

<sup>6</sup> Expenditure within article xx 01 04 of Title xx.

<sup>7</sup> Expenditure within chapter xx 01 other than articles xx 01 04 or xx 01 05.

If the proposal involves co-financing by Member States, or other bodies (please specify which), an estimate of the level of this co-financing should be indicated in the table below (additional lines may be added if different bodies are foreseen for the provision of the co-financing):

*EUR million (to 3 decimal places)*

Co-financing body		Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and later	Total
.....	f							
TOTAL CA including co-financing	a+c +d+ e+f							

**4.1.2. Compatibility with Financial Programming**

- Proposal is compatible with existing financial programming.
- Proposal will entail reprogramming of the relevant heading in the financial perspective.
- Proposal may require application of the provisions of the Interinstitutional Agreement<sup>8</sup> (i.e. flexibility instrument or revision of the financial perspective).

**4.1.3. Financial impact on Revenue**

- Proposal has no financial implications on revenue
- Proposal has financial impact – the effect on revenue is as follows:

***NB: All details and observations relating to the method of calculating the effect on revenue should be shown in a separate annex.***

*EUR million (to one decimal place)*

Budget line	Revenue	Prior to action [Year n-1]	Situation following action					
			[Year n]	[n+1]	[n+2]	[n+3 ]	[n+4]	[n+5 ]
	<i>a) Revenue in absolute terms</i>							
	<i>b) Change in revenue</i>	$\Delta$						

<sup>8</sup> See points 19 and 24 of the Interinstitutional agreement.  
<sup>9</sup> Additional columns should be added if necessary i.e. if the duration of the action exceeds 6 years

*(Please specify each revenue budget line involved, adding the appropriate number of rows to the table if there is an effect on more than one budget line.)*

**4.2. Human Resources FTE (including officials, temporary and external staff) – see detail under point 8.2.1.**

<b>Annual requirements</b>	Year n	n + 1	n + 2	n + 3	n + 4	n + 5 and later
Total number of human resources						

**5. CHARACTERISTICS AND OBJECTIVES**

**Details of the context of the proposal are required in the Explanatory Memorandum. This section of the Legislative Financial Statement should include the following specific complementary information:**

**5.1. Need to be met in the short or long term**

This decision will allow both Parties to upgrade and intensify their cooperation in areas of common scientific and technological interest.

**5.2. Value-added of Community involvement and coherence of the proposal with other financial instruments and possible synergy**

The Agreement is based on the principles of mutual benefit, reciprocal opportunities for access to each other's programmes and activities relevant for the purpose of the Agreement, non-discrimination, the effective protection of intellectual property and equitable sharing of intellectual property rights. The proposal is also in line with the administrative expenditure borne by the Community which provides for missions by EU experts and officials, and for workshops, seminars and meetings to be organised in the European Community and in Jordan.

**5.3. Objectives, expected results and related indicators of the proposal in the context of the ABM framework**

This decision will allow both Jordan and the European Community to derive mutual benefit from the scientific and technological progress achieved through their specific research programmes. It will allow an exchange of specific knowledge and a transfer of know-how to the benefit of the scientific Community, industry and citizens.

#### 5.4. Method of Implementation (indicative)

Show below the method(s)<sup>10</sup> chosen for the implementation of the action.

##### ↑ *Centralised Management*

##### ↑X **Directly by the Commission**

↑ Indirectly by delegation to:

↑ Executive Agencies

↑ Bodies set up by the Communities as referred to in art. 185 of the Financial Regulation

↑ National public-sector bodies/bodies with public-service mission

##### ↑ *Shared or decentralised management*

↑ With Member states

↑ With Third countries

##### ↑ *Joint management with international organisations (please specify)*

Relevant comments:

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<sup>10</sup> If more than one method is indicated please provide additional details in the "Relevant comments" section of this point

## **6. MONITORING AND EVALUATION**

### **6.1. Monitoring system**

The Commission departments will regularly evaluate all the actions carried out under the cooperation agreement, which will also be subject to a joint regular evaluation by the Community and Jordan. This evaluation will cover:

(a) Performance indicators – number of missions and meetings; number of different fields of cooperation activities.

(b) Gathering of information – based on information from the specific programmes of the Framework Programme and information provided by Jordan to the Joint Committee provided for by the Agreement.

### **6.2. Evaluation**

The Commission will evaluate the actions covered by this cooperation agreement on a regular basis.

### **6.3. Terms and frequency of future evaluation**

The parties to the Agreement will evaluate the application thereof at least every two years in the meetings of the Joint Committee referred to in Article 4 of the Agreement.

## **7. ANTI-FRAUD MEASURES**

When the implementation of the Framework Programme calls for the use of external contractors or entails granting financial contributions to their parties, the Commission will carry out financial audits, where appropriate, in particular if it has reason to doubt the realistic nature of work performed or described in the activity reports.

The Community's financial audits will be carried out either by its own staff or by accounting experts approved according to the law of the audited party. The Community will choose the latter freely, while avoiding any risks of conflicts of interest which might be indicated to it by the party subject to the audit.

In addition, the Commission will make sure, in carrying out the research activities, that the financial interests of the European Communities are protected by effective checks and, where irregularities are detected, by deterrent and proportionate measures and penalties. In order to achieve this aim, rules on checks, measures and penalties, with reference to Regulations Nos. 2988/95, 2185/96 and 1073/99, will be incorporated in all contracts used in the implementation of the Framework Programme.

In particular, the following points will have to be provided for in the contracts:

- the introduction of specific contractual clauses to protect the financial interests of the EC in carrying out checks and controls in relation to the work performed;
- the participation of administrative inspectors in the field of fraud-fighting, in accordance with Regulations Nos. 2185/96 and 1073/99;
- the application of administrative penalties for all intentional or negligent irregularities in the implementation of the contracts, in accordance with Framework Regulation No. 2988/95, including a black-listing mechanism;
- the fact that possible recovery orders in case of irregularities and fraud be enforceable according to Article 256 of the EC Treaty.

In addition and as routine measures, a control programme in respect of scientific and budgetary aspects will be carried out by the DG Research staff responsible. Local inspections will be carried out by the European Court of Auditors.



## 8. DETAILS OF RESOURCES

### 8.1. Objectives of the proposal in terms of their financial cost

*Commitment appropriations in EUR million (to 3 decimal places)*

(Headings of Objectives, actions and outputs should be provided)	Type of output	Av. cost	Year n		Year n+1		Year n+2		Year n+3		Year n+4		Year n+5 and later		TOTAL	
			No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost
OPERATIONAL OBJECTIVE No.1 <sup>11</sup> .....																
<b>Action 1</b> .....																
- Output 1																
- Output 2																
<b>Action 2</b> .....																
- Output 1																
Sub-total Objective 1																
OPERATIONAL OBJECTIVE No.2 <sup>1</sup> .....																
<b>Action 1</b> .....																
- Output 1																
Sub-total Objective 2																
OPERATIONAL OBJECTIVE No.n <sup>1</sup> .....																
Sub-total Objective n																
<b>TOTAL COST</b>																

<sup>11</sup> As described under Section 5.3

## 8.2. Administrative Expenditure

### 8.2.1. Number and type of human resources

Types of post		Staff to be assigned to management of the action using existing and/or additional resources ( <b>number of posts/FTEs</b> )					
		Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5
Officials or temporary staff <sup>12</sup> (XX 01 01)	A*/AD						
	B*, C*/AST						
Staff financed <sup>13</sup> by art. XX 01 02							
Other staff <sup>14</sup> financed by art. XX 01 04/05							
<b>TOTAL</b>							

### 8.2.2. Description of tasks deriving from the action

Management of the Agreement will entail missions and attending meetings by EU and Jordanian experts and officials.

### 8.2.3. Sources of human resources (statutory)

(When more than one source is stated, please indicate the number of posts originating from each of the sources)

- Posts currently allocated to the management of the programme to be replaced or extended
- Posts pre-allocated within the APS/PDB exercise for year n
- Posts to be requested in the next APS/PDB procedure
- Posts to be redeployed using existing resources within the managing service (internal redeployment)
- Posts required for year n although not foreseen in the APS/PDB exercise of the year in question

<sup>12</sup> Cost of which is NOT covered by the reference amount

<sup>13</sup> Cost of which is NOT covered by the reference amount

<sup>14</sup> Cost of which is included within the reference amount

8.2.4. *Other Administrative expenditure included in reference amount (XX 01 04/05 – Expenditure on administrative management)*

EUR million (to 3 decimal places)

Budget line (number and heading)	2009	2010	2011	2012	2013	Year n+5 and later	TOTAL
<b>1 Technical and administrative assistance (including related staff costs)</b>							
Executive agencies <sup>15</sup>							
Other technical and administrative assistance	0.02	0.02	0.02	0.02	0.02		0.10
- <i>intra muros</i>							
- <i>extra muros</i>							
<b>Total Technical and administrative assistance</b>	0.02	0.02	0.02	0.02	0.02		0.10

8.2.5. *Financial cost of human resources and associated costs not included in the reference amount*

EUR million (to 3 decimal places)

Type of human resources	Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5 and later
Officials and temporary staff (XX 01 01)						
Staff financed by Art XX 01 02 (auxiliary, END, contract staff, etc.)  (specify budget line)						
<b>Total cost of Human Resources and associated costs (NOT in reference amount)</b>						

Calculation – *Officials and Temporary agents*

(122.000 € per year for officials)

<sup>15</sup> Reference should be made to the specific legislative financial statement for the Executive Agency(ies) concerned.

8.2.6. *Other administrative expenditure not included in reference amount*

*EUR million (to 3 decimal places)*

	Year n	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5 and later	TOTAL
XX 01 02 11 01 – Missions							
XX 01 02 11 02 – Meetings & Conferences							
XX 01 02 11 03 – Committees <sup>16</sup>							
XX 01 02 11 04 – Studies & consultations							
XX 01 02 11 05 - Information systems							
<b>2 Total Other Management Expenditure (XX 01 02 11)</b>							
<b>3 Other expenditure of an administrative nature</b> (specify including reference to budget line)							
<b>Total Administrative expenditure, other than human resources and associated costs (NOT included in reference amount)</b>							

Calculation - *Other administrative expenditure not included in reference amount*

<sup>16</sup> Specify the type of committee and the group to which it belongs.