

COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 4.4.2008
COM(2008) 170 final

2008/0066 (CNS)

Proposal for a

DECISION OF THE COUNCIL

on 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 Government of New Zealand of the other part

Proposal for a

DECISION OF THE COUNCIL

on the conclusion on behalf of the European Community of the Agreement on Scientific and Technological Cooperation between the European Community of the one part and the Government of New Zealand of the other part

(presented by the Commission)

EXPLANATORY MEMORANDUM

Subject: Proposal for a Council decision concerning the signature and conclusion of a scientific and technical cooperation agreement between the European Community, on the one part, and the Government of New Zealand on the other part

New Zealand is the only non European industrialised country with which the EC still does not have a Science and Technology agreement in force. Currently the cooperation between the Community and New Zealand is based on a Technical Arrangement for Cooperation in Science and Technology between the Commission and the Government of New Zealand which was signed and entered into force on 17 May 1991. This arrangement does not foresee an institutionalised coordination of cooperative activities nor does it provide for specific rules covering the treatment and protection of intellectual property rights.

Over the last year and a half the New Zealand government has repeatedly stated at the highest political level its wish to upgrade the above "Science and Technology arrangement" to a formal agreement. Furthermore, in a letter to Commissioner Potočnik of 17 October 2006 the New Zealand Minister for Research, Science and Technology stated the case for an upgrade more concretely. The letter identified a number of priority areas of interest for New Zealand, where they would like to strengthen collaboration, notably through the Framework Programme. These areas are: Food, Agriculture and Biotechnology, Information and Communication Technologies, Health, Environment and Researcher mobility. They fully correspond to the areas that the Commission services consider interesting and promising for future collaboration from a European point of view.

Therefore, Commissioner Potočnik replied on 23 November 2006 to the letter of the New Zealand Minister for Research, Science and Technology and confirmed that he shared this assessment as regards the usefulness of a formal Science and Technology cooperation agreement between the Community and New Zealand and that he would welcome the conclusion of an S&T cooperation agreement.

Thus, upon a proposal of the Commission, the Council authorised the Commission on 18 September 2007 to negotiate on behalf of the European Community an S&T cooperation agreement with the Government of New Zealand and issued the relevant negotiating directives. The negotiations resulted in the attached draft agreement text initialled on 20 November 2007.

The Agreement is consistent with the negotiating directives: it is based on the principles of mutual benefit, reciprocal opportunities for access to each other’s programmes and activities relevant to the purpose of the Agreement, non-discrimination, the effective protection of intellectual property and equitable sharing of intellectual property rights.

Furthermore, the agreement foresees in Article 6 (3) (c) that the Joint Committee that is established by the two executive agents of the Parties may make, subject to each Party's domestic approval processes, technical amendments to the Agreement as may be required. The two negotiating sides agreed that these technical amendments should be restricted to the modification of technical terms and references that might be altered in the course of change from one Framework Programme to the other. In order to ensure a quick implementation of these technical amendments and with a view to avoiding an onerous procedure for amendments which leave the substance of the Agreement untouched, the Commission requests the Council to authorise it, according to Article 300 (4) EC Treaty, to approve the modifications provided for in Article 6 (3) (c) of the Agreement on behalf of the Community

According to Article 13 (2) of the Agreement it will be concluded for an initial period of five years and continue in force after this initial period unless either Party notifies the other that it shall be terminated.

The negotiation and conclusion of a Science and Technology co-operation agreement with New Zealand lies in the European interest. Such an agreement would allow to fully exploit the co-operation potential with this industrialised country. Given that an informal "Science and Technology arrangement" has already existed since 1991, the additional administrative burden and workload deriving from an upgrade would be relatively limited.

In light of the above consideration the Commission proposes to the Council

– To approve on behalf of the European Community the attached decisions;

– To notify the New Zealand authorities that the European Community has completed the procedures necessary for the entry into force of the Agreement.

Proposal for a

DECISION OF THE COUNCIL

on 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 Government of New Zealand 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,

WHEREAS:

(1) The Commission has negotiated, on behalf of the Community, an Agreement on Scientific and Technological Cooperation with the Government of New Zealand.

(2) The negotiations resulted in the attached agreement initialled on 20 November 2007.

(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) Subject to conclusion at a later date, the President of the Council is hereby authorised to designate the person 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 Government of New Zealand, on the other part.

(2) The text of the Agreement is annexed to this Decision.

Article 2

The Commission shall adopt the position of the Community to be taken in the Joint Committee established by Article 6 (1) of the Agreement with regard to technical amendments to the Agreement according to Article 6 (3) (c) of the Agreement.

Article 3

The Decision shall be published in the Official Journal.

Done at Brussels, […]

For the Council
The President

2008/0066 (CNS)

Proposal for a

DECISION OF THE COUNCIL

on the conclusion on behalf of the European Community of the Agreement on Scientific and Technological Cooperation between the European Community of the one part and the Government of New Zealand 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) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

WHEREAS:

(1) The Commission has negotiated, on behalf of the Community, an Agreement on Scientific and Technological Cooperation with the Government of New Zealand,

(2) This Agreement was signed by the representatives of the Parties on ……in …….., subject to its conclusion at a later date,

(3) The Agreement should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement on Scientific and Technological Cooperation between the European Community and the Government of New Zealand is hereby approved on behalf of the European Community[1].

Article 2

The Commission shall represent the Community and adopt the position of the Community to be taken in the Joint Committee established by Article 6 (1) of the Agreement with regard to technical amendments to the Agreement according to Article 6 (3) (c) of the Agreement.

[1] For the text of the Agreement, see OJ L xxxx.

Article 3

The President of the Council, on behalf of the European Community shall make the notification provided for in Article 13 (1) of the Agreement.

Done at Brussels, […]

For the Council
The President

ANNEX

AGREEMENT

on Scientific & Technological Cooperation between the European Community and the Government of New Zealand

The European Community (hereinafter referred to as the "Community") and the Government of New Zealand, hereinafter jointly referred to as "the Parties";

CONSIDERING that the Parties are pursuing research, technological development and demonstration activities in a number of areas of common interest, and being aware of the rapid expansion of scientific knowledge and its positive contribution in promoting bilateral and international co-operation;

NOTING that there has been cooperation and information exchange in a number of scientific and technological areas under the *Arrangement between the Commission of the European Communities and the Government of New Zealand for Cooperation in Science and Technology* of 17 May 1991;

WISHING to broaden the scope of scientific and technological cooperation in a number of areas of common interest through the creation of a productive partnership for peaceful purposes and mutual benefit;

NOTING that such cooperation and the application of the results of such cooperation will contribute to the economic and social development of the Parties; and

DESIRING to establish a formal framework to implement the overall cooperative activities that will strengthen cooperation in "science and technology" between the Parties;

HAVE AGREED AS FOLLOWS:

Article 1

Definitions

For the purposes of this Agreement:

1. "Cooperative Activities" means both Direct Cooperative Activities and Indirect Cooperative Activities.

2. "Direct Cooperative Activities" means cooperative activities carried out in the areas of science and technology between the Parties or their executive agents.

3. "Indirect Cooperative Activities" means cooperative activities, other than Direct Cooperative Activities, in the areas of science and technology carried out between the Government of New Zealand or Participants of New Zealand on the one hand, and the Community or Participants of the Community on the other, through:

   (a) the participation of the Government of New Zealand or New Zealand Participants in the Community Framework Programme under Article 166 of the Treaty establishing the European Community (hereinafter referred to as "the Framework Programme"); and

   (b) the participation of the Community or Participants of the Community in New Zealand research programmes or projects in science and technology fields similar to those covered by the Framework Programme.

4. "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.

5. "Participant" means any natural person ordinarily resident in New Zealand or the Community, or any legal person established in New Zealand or in the Community having legal personality and being entitled to rights and subject to obligations of any kind in its own name and does not include the Parties. For the avoidance of doubt, New Zealand Crown Entities are Participants and are not included within the meaning of "a Party". The EC Joint Research Centre (JRC) will be both, a Participant, for the purpose of participating in Indirect Cooperative Activities, and an executive agent, for the purpose of carrying out Direct Cooperative Activities.

Article 2

Purpose and Principles

1. The Parties shall encourage, develop and facilitate Cooperative Activities for peaceful purposes in accordance with this Agreement and the laws and regulations of both Parties.

2. Cooperative Activities shall be carried out on the basis of the following principles:

   (a) Mutual and equitable contributions and benefits;

   (b) Mutual access for Participants to research programmes or projects operated or funded by the other Party;

   (c) Timely exchange of information which may concern Cooperative Activities;

   (d) Promotion of knowledge-based societies for the economic and social development of both Parties; and

   (e) Protection of intellectual property rights in accordance with Article 8.

Article 3

Cooperative Activities

1. Direct Cooperative Activities under this Agreement may include:

   (a) Meetings of various forms, including those of experts, to discuss and exchange information on scientific and technological topics of a general or specific nature and to identify research and development projects and programmes that may be undertaken on a cooperative basis;

   (b) Exchange of information on activities, policies, practices, laws and regulations concerning research and development;

   (c) Visits and exchanges of scientists, technical personnel and other experts on general or specific subjects; and

   (d) Other forms of activities in the areas of science and technology, including implementation of cooperative projects and programmes, which may be decided upon by the Joint Committee referred to in Article 6, in accordance with the respective laws and regulations of the Parties.

2. For the purpose of developing Indirect Cooperative Activities, any New Zealand Participant or Participant of the Community may collaborate in any research programme or project operated or funded by the other Party, with the agreement of the other Participants in that programme or project and in accordance with the respective laws and regulations of the Parties and the relevant rules of participation in such programmes or projects.

3. Within the framework of this Agreement, in case one Party concludes a contract with a Participant of the other Party for an Indirect Cooperative Activity, the other Party, upon request, shall endeavour to provide any reasonable and feasible assistance as may be necessary or helpful to the former Party for smooth implementation of such contract.

4. The coordination and facilitation of Cooperative Activities under this Agreement shall be carried out, on behalf of New Zealand, by the Ministry of Research, Science and Technology or its successor agency and, on behalf of the Community, by the services of the Commission of the European Communities, who shall act as executive agents.

Article 4

Implementing Arrangements

1. Where appropriate, Cooperative Activities may take place pursuant to implementing arrangements between the Parties or between the Commission and New Zealand organisations that fund research programmes or projects on behalf of the New Zealand Government. These arrangements may set out:

   (a) The nature and duration of cooperation in a specific area or for a specific purpose;

   (b) The treatment of Intellectual Property generated by the cooperation, consistent with this Agreement;

   (c) Any applicable funding commitments;

   (d) The allocation of costs associated with the cooperation; and

   (e) Any other relevant matters.

2. Cooperative Activities ongoing at the entry into force of this Agreement shall be incorporated under this Agreement as of that date.

Article 5

Entry of Personnel and Equipment

Each Party shall, in accordance with the relevant laws and regulations of the Parties and EU Member States, facilitate entry to and exit from its territory of personnel, material and equipment of the Participants engaged in or used in Cooperative Activities.

Article 6

Joint Committee

1. For the purpose of ensuring the effective implementation of this Agreement, the executive agents shall establish a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as "the Joint Committee"). The Joint Committee shall consist of representatives of each Party and shall be co-chaired by representatives of both Parties.

2. The Joint Committee shall meet, at least every two years, alternately in New Zealand and the Community.

3. The functions of the Joint Committee shall be to:

   (a) Exchange views and information on scientific and technological policy issues;

   (b) Make recommendations to the Parties with regard to the implementation of this Agreement, including the identification and recommendation of additions to the Cooperative Activities referred to in Article 3 and concrete measures to improve the mutual access provided for under Article 3(2);

   (c) Make, subject to each Party's domestic approval processes, technical amendments to this Agreement as may be required; and

   (d) At each meeting, review and provide a report to the Parties on the status, the achievements and the effectiveness of Cooperative Activities, including the mutual access provided for under Article 3(2) and each Party's arrangements for visiting researchers.

4. The Joint Committee shall establish its own rules of procedure. Its decisions shall be reached by consensus**.**

5. The expenses of representatives to Joint Committee meetings, such as travel costs and accommodation, shall be borne by the Party to which they relate. Any other costs associated with these meetings shall be borne by the host Party.

Article 7

Funding

1. Each Party's implementation of this Agreement shall be subject to the availability of appropriated funds and the applicable laws and regulations of that Party.

2. The costs of Cooperative Activities shall be borne as decided by the Participants or the Parties involved.

3. 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 exemption in accordance with the relevant laws and regulations in force in the territories of each Party at the time such grants and financial or other contributions are made.

Article 8

Information and Intellectual Property Rights

1. Scientific and technological information of a non-proprietary nature arising from Cooperative Activities may be made available to the public by either Party through customary channels and in accordance with its general procedures.

2. Each Party shall ensure that its treatment of the Intellectual Property rights and obligations of Participants in Indirect Cooperative Activities, and the related rights and obligations arising from such participation, shall be consistent with the relevant laws and regulations and international conventions, 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.

3. 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.

Article 9

Territorial Application

This Agreement shall apply:

(a) to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty; and

(b) to the territory of New Zealand.

This shall not prevent the conduct of Cooperative Activities on the high seas, in outer space or the territory of third countries, in accordance with international law.

Article 10

Other Agreements and Dispute Settlement

1. The provisions of this Agreement shall not prejudice the rights and obligations of the Parties under existing and/or future agreements between the Parties, or between any Member State of the Community and the Government of New Zealand.

2. Any questions or disputes related to the interpretation or implementation of this Agreement shall be settled by consultation between the Parties.

Article 11

Status of the Annex

The Annex to this Agreement constitutes a non-binding arrangement between the executive agents regarding Intellectual Property rights and other proprietary rights created or introduced in the course of Direct Cooperative Activities.

Article 12

Amendment

Except for the technical amendments made by the Joint Committee under Article 6(3)(c), this Agreement may be amended with the mutual consent of the Parties through the exchange of diplomatic notes. Except as otherwise agreed by the Parties, an amendment shall enter into force on the date on which the Parties exchange diplomatic notes informing each other of the completion of their respective internal procedures for entry into force of the amendment.

Article 13

Entry into Force and Termination

1. This Agreement shall enter into force on the date on which the Parties exchange diplomatic notes informing each other of the completion of their respective internal procedures necessary for the entry into force of this Agreement.

2. This Agreement shall remain in force for an initial period of five years. Unless either Party notifies the other that this Agreement terminates at the end of the initial period, this Agreement shall continue in force after the initial period 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.

3. The termination of this Agreement shall be without prejudice to any Cooperative Activities not fully executed at the time of the termination of this Agreement or to any specific rights and obligations that have accrued in compliance with the Annex to this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the European Community and the Government of New Zealand 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 and Swedish languages, each text being equally authentic.

FOR THE EUROPEAN COMMUNITY:	FOR THE GOVERNMENT OF NEW ZEALAND:

ANNEX

Arrangement regarding Intellectual Property rights and other proprietary rights created or introduced in the course of Direct Cooperative Activities between New Zealand and the European Community

The Ministry of Research, Science and Technology, and the Commission of the European Communities ("the executive agents"), consistent with Article 11 of the Agreement on Scientific & Technological Cooperation between the European Community and the Government of New Zealand ("the Agreement") have reached the following understandings regarding the protection of Intellectual Property rights created or introduced in the course of Direct Cooperative Activities (as defined in Article 1 of the Agreement) under the Agreement:

1. Unless otherwise mutually decided by the executive agents, the following rules will apply to Intellectual Property rights created or introduced by the Parties in the course of Direct Cooperative Activities:

   (a) The Party creating the Intellectual Property will have full ownership. In cases where the Intellectual Property has been jointly created and the respective share of the work by the two Parties cannot be ascertained, the Parties will have joint ownership of the Intellectual Property.

   (b) Except as set out in paragraph 2, the Party owning or introducing the Intellectual Property will grant the other Party the access rights necessary to carry out any Direct Cooperative Activities. Such access rights will be granted on a royalty-free basis.

   (c) Except as set out in paragraph 2, where the Parties jointly own the Intellectual Property, each Party will grant the other Party a non-exclusive, irrevocable, royalty-free license to use and exploit that Intellectual Property for the other Party's own purposes.

2. Unless otherwise mutually decided by the executive agents, the following rules will apply to copyrights and related rights of the Parties created or introduced by the Parties in the course of Direct Cooperative Activities:

   (a) When a Party publishes scientific and technical data, information or results arising from and relating to Cooperative Activities, by means of journals, articles, reports, books, the internet, or in other forms, including video tapes and electronic storage devices, the publishing Party will make utmost efforts to obtain for the other Party, non-exclusive, irrevocable, royalty-free licences in all countries where copyright protection is available, in order to translate, reproduce, adapt, transmit and publicly distribute such works. However, the publishing Party has no obligation to obtain such licenses from third parties that the publishing Party did not know, at the time of first publication, owned any Intellectual Property in such works.

   (b) All publicly distributed copies of a copyrighted work under the provisions of paragraph 2(a) will indicate the name(s) of the author(s) of the work unless the author(s) explicitly declines to be named. They will also display a clearly visible acknowledgement of the cooperative support of the Parties.

3. Unless otherwise mutually decided by the executive agents, all Intellectual Property under paragraphs 1 and 2 will be provided without any warranty, express or implied, including warranties as to fitness for a particular purpose, title or non-infringement.

4. Unless otherwise mutually decided by the executive agents, the following rules will apply to the undisclosed information of the Parties:

   (a) When communicating to the other Party information necessary to carry out Direct Cooperative Activities, each Party will identify the information which it wishes to remain undisclosed ('undisclosed information').

   (b) A Party receiving undisclosed information may communicate that information to its agencies, or persons employed through these agencies, for the specific purpose of carrying out Direct Cooperative Activities. The receiving Party will impose an obligation of confidentiality for such undisclosed information on the agencies, their employees and third parties, including contractors and sub-contractors.

   (c) Only with the prior written consent of the Party providing the undisclosed information, should the other Party disseminate such undisclosed information more widely than is permitted in paragraph 4(b).The Parties will cooperate to develop procedures for the request and obtaining of prior written consent for such wider dissemination. Upon request, each Party will grant such consent to the extent permitted by its laws and regulations.

   (d) Information arising from seminars, meetings, assignments of staff and of the use of facilities arranged under the Agreement will be treated as undisclosed information when the Party providing the information identifies it as such, according to paragraph 4(a).

   (e) If one Party becomes aware that it will be, or expects to become, unable to meet the restrictions and conditions of dissemination of this Annex, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

5. This Arrangement can be modified with the written mutual consent of the executive agents.

6. This Arrangement will enter into effect on the day the Agreement enters into force.

LEGISLATIVE FINANCIAL STATEMENT

NAME OF THE PROPOSAL

Draft Council Decision on the signature and conclusion of the Scientific and Technological Cooperation Agreement between the European Community and the Government of New Zealand.

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), 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 exchange diplomatic notes informing each other of the completion of their respective internal procedures necessary for the entry into force of the Agreement, for an initial duration of five years and will be tacitly renewed, as laid down in Article 13 of the Agreement.

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

Budget line	**Expenditure type**		**New**	**EFTA contribution**	**Contributions from applicant countries**	**Heading in financial perspective**
xx01.05.03	Non-comp	Non-diff[2]	NO	YES	YES	No 1A

[2] Non-differentiated appropriations.

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.		2008	2009	2010	2011	2012	.	Total
Operational expenditure[3]									
Commitment Appropriations (CA)	8.1	a	0						0
Payment Appropriations (PA)		b	0						0
Administrative expenditure within reference amount[4]									
Technical & administrative assistance (NDA)	8.2.4	c	0.02	0.02	0.02	0.02	0.02		0.10
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[5]									
Human resources and associated expenditure (NDA)	8.2.5	d	0						0
Administrative costs, other than human resources and associated costs, not included in reference amount (NDA)	8.2.6	e	0	0	0.	0	0	0	0

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

[3] Expenditure that does not fall under Chapter xx 01 of the Title xx concerned.

[4] Expenditure within Article xx 01 05 of Title xx.

[5] Expenditure within Chapter xx 01 other than Articles xx 01 04 or xx 01 05.

Co-financing details

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 + 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

x 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[6] (i.e. flexibility instrument or revision of the financial perspective).

4.1.3 Financial impact on Revenue

x Proposal has no financial implications on revenue

☐ Proposal has financial impact – the effect on revenue is as follows:

Note: 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)

		Prior to action [Year n-1]	Situation following action					
Budget line	Revenue		2008	[n+1]	[n+2]	[n+3]	[n+4]	[n+5] [7]
603.1	*a) Revenue in absolute terms*	0						
	b) Change in revenue	*Δ*						

(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.)

6 See points 19 and 24 of the Interinstitutional agreement.

7 Additional columns should be added if necessary i.e. if the duration of the action exceeds 6 years.

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

Annual requirements	2008					
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 New Zealand.

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

This decision should allow both New Zealand and the European Community to derive mutual benefit from the scientific and technical 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)[8] chosen for the implementation of the action.

X ***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.

[8] If more than one method is indicated please provide additional details in the "Relevant comments" section of this point.

☐ ***Shared or decentralised management***

☐ With Member States

☐ With third countries

☐ ***Joint management with international organisations (please specify)***

Relevant comments:

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 New Zealand. 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 New Zealand to the Joint Committee provided for by the Agreement.

(c) Overall evaluation:

The Commission will evaluate the actions covered by this participation before the end of the initial five years of implementation.

6.2 Evaluation

The Commission will evaluate the actions covered by this cooperation agreement before the end of the initial five years of implementation.

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 6 thereof.

7. ANTI-FRAUD MEASURES

When the implementation of the Framework Programme calls for the use of external contractors or entails granting financial contributions to third 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: **NA**

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[9]																
Action1…….																
- Output 1																
- Output 2																
Action 2…….																
Output 1																
Sub-total Objective 1																
OPERATIONAL OBJECTIVE No.2																
Action 1…….																
- Output 1																
Sub-total Objective 2																
OPERATIONAL OBJECTIVE No. n																
Sub-total Objective n																
TOTAL COST																

[9] 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 (**number of posts/FTEs**)					
		2008	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5
Officials or temporary staff[10] (XX 01 01)	A*/ AD	0					
	B*, C*/ AST						
Staff financed[11] by Art. XX 01 02		0					
Other staff financed[12] by Art. XX 01 04/05		0					
TOTAL		0					

8.2.2 Description of tasks deriving from the action

Management of the Agreement will entail missions and attending meetings by EU and New Zealand 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)

X 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

10 Cost of which is NOT covered by the reference amount.
11 Cost of which is NOT covered by the reference amount.
12 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)	2008	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5 and later	TOTAL
1. Technical and administrative assistance (including related staff costs)							
Executive agencies[13]							
Other technical and administrative assistance	0.02	0.02	0.02	0.02	0.02		0.1
- *intra muros*							
- *extra muros*							
Total Technical and administrative assistance	0.02	0.02	0.02	0.02	0.02		0.1

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	2008	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)						
Total cost of Human Resources and associated costs (NOT in reference amount)						

Calculation– ***Officials and Temporary agents***

Reference should be made to Point 8.2.1, if applicable

[13] Reference should be made to the specific legislative financial statement for the Executive Agency(ies) concerned.

Calculation– ***Staff financed under Art. XX 01 02 NA***

Reference should be made to Point 8.2.1, if applicable

8.2.6 Other administrative expenditure not included in reference amount

EUR million (to 3 decimal places)

	2008	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[14]							
XX 01 02 11 04 – Studies & consultations							
XX 01 02 11 05 - Information systems							
2. Total Other Management Expenditure (XX 01 02 11)							
3. Other expenditure of an administrative nature (specify including reference to budget line)							
Total Administrative expenditure, other than human resources and associated costs (NOT included in reference amount)							

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

[14] Specify the type of committee and the group to which it belongs.