

AGREEMENT

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

THE EUROPEAN COMMUNITY, hereinafter referred to as the 'Community',

of the one part, and

THE HASHEMITE KINGDOM OF JORDAN, hereinafter referred to as 'Jordan',

of the other part,

hereinafter referred to as the 'Parties',

CONSIDERING the Treaty establishing the European Community, and in particular Article 170 in conjunction with Article 300(2), first subparagraph, first sentence, and paragraph 3, first subparagraph, thereof;

CONSIDERING the importance of science and technology for the economic and social development of the Parties 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, of the one part, and the Hashemite Kingdom of Jordan, of the other part, which entered into force on 1 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 to 2009) for Kuluna Al Urdun/the National Agenda, which aims to develop a sustainable socioeconomic 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 Community, as defined in Annex I, 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 fulfilment 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 abovementioned 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 6 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 6 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 from paragraph 3 of this Article, this Agreement may be terminated under mutually agreed conditions should either of the Parties notify the other within 1 month after the adoption of the revisions referred to 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 Brussels, this thirtieth day of November 2009 in the Bulgarian, Czech, Danish, Dutch, English, 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.

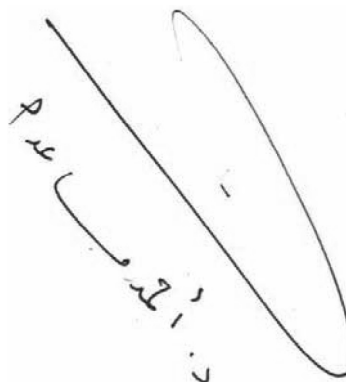
За Европейската общност
 Por la Comunidad Europea
 Za Evropské společenství
 For Det Europæiske Fællesskab
 Für die Europäische Gemeinschaft
 Euroopa Ühenduse nimel
 Για την Ευρωπαϊκή Κοινότητα
 For the European Community
 Pour la Communauté européenne
 Per la Comunità europea
 Eiropas Kopienas vārdā –
 Europos bendrijos vardu
 Az Európai Közösség részéről
 Ghall-Komunità Ewropea
 Voor de Europese Gemeenschap
 W imieniu Wspólnoty Europejskiej
 Pela Comunidade Europeia
 Pentru Comunitatea Europeană
 Za Európske spoločenstvo
 Za Evropsko skupnost
 Euroopan yhteisön puolesta
 För Europeiska gemenskapen



Janez Potočnik

عن المجتمع الأوروبي

За Хашемитското кралство Йордания
 Por el Reino Hachemí de Jordania
 Za Jordánské hášimovské království
 For Det Hashemitiske Kongerige Jordan
 Für das Haschemitische Königreich Jordanien
 Jordaania Hašimiidi Kuningriigi nimel
 Για το Χασεμιτικό Βασίλειο της Ιορδανίας
 For the Hashemite Kingdom of Jordan
 Pour le Royaume hachémite de Jordanie
 Per il Regno Hashemita di Giordania
 Jordānijas Hāšimītu Karalistes vārdā –
 Jordanijos Hašimitų Karalystės vardu
 A Jordán Hasimita Királyság részéről
 Ghar-Renju Haxemita tal-Gordan
 Voor het Hasjemitisch Koninkrijk Jordanië
 W imieniu Jordáńskiego Królestwa Haszymidzkiego
 Pelo Reino Hachemita da Jordânia
 Pentru Regatul Haşemit al Iordaniei
 Za Jordánske hašimovské král'ovstvo
 Za Hašemitsko kraljevino Jordanijo
 Jordanian hašemiittisen kuningaskunnan puolesta
 För Hashemitiska konungariket Jordanien



عن المملكة الأردنية الهاشمية

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 point 1 under the terms and conditions laid down by the decision taken by the European Parliament and the Council (Regulation (EC) No 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 to 2013) ⁽¹⁾ 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.

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 point 1 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.

⁽¹⁾ OJ L 391, 30.12.2006, p. 1.

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 24 July 1971 of the Berne Convention for the Protection of Literary and Artistic Works and the Stockholm Act of 14 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 point (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 point (a);
 - (e) each Party shall endeavour to ensure that undisclosed information received by it under points (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 points (a) and (d), it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.
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