

AGREEMENT

on scientific and technical cooperation between the European Community and the Tunisian Republic

THE EUROPEAN COMMUNITY

hereinafter 'the Community',

of the one part, and

THE TUNISIAN REPUBLIC,

hereinafter 'TUNISIA',

of the other part,

hereinafter referred to as the 'Parties',

HAVING REGARD to the Treaty establishing the European Community, and in particular Article 170 thereof, in conjunction with the first sentence of Article 300(2) and the first subparagraph of Article 300(3) thereof,

HAVING REGARD to Decision No 1513/2002/EC of the European Parliament and of the Council of 27 June 2002 concerning the sixth framework programme of the European Community for research, technological development and demonstration activities, contributing to the creation of the European Research Area and to innovation (2002 to 2006) ⁽¹⁾,

CONSIDERING the importance of science and technology for their economic and social development and the reference thereto in Article 47 of the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the Tunisian Republic, of the other part, which entered into force on 1 March 1998 ⁽²⁾,

CONSIDERING that the Community and Tunisia are pursuing research, technological development and demonstration activities in a number of areas of common interest, and that participation in each other's research and development activities on a basis of reciprocity will provide mutual benefits,

DESIRING to establish a formal cooperation framework for scientific and technological research with a view to extending and intensifying the conduct of cooperative activities in areas of common interest and to encourage the application of the results of such cooperation to the economic and social benefit of both Parties,

CONSIDERING the desire to open up the European Research Area to third countries, and in particular the Mediterranean partner countries,

HAVE AGREED AS FOLLOWS:

Article 1

Purpose and principles

1. The Parties shall encourage, develop and facilitate cooperative scientific and technological activities between the Community and Tunisia in fields of common interest where they are pursuing scientific research and technological development activities.

2. The cooperative activities should be conducted on the basis of the following principles:

- (a) promotion of a knowledge-based society for the benefit of the economic and social development of the two parties;
- (b) mutual benefit based on an overall balance of advantages;
- (c) reciprocal access to activities under the scientific research and technological development programmes and projects (hereinafter research) undertaken by each party in the fields covered by this Agreement;

(d) timely exchange of information which may affect cooperative activities;

(e) appropriate protection of intellectual property rights.

Article 2

Terms of cooperation

1. Tunisian legal entities shall participate in indirect actions ⁽³⁾ under the European Community framework programme for research, technological development and demonstration activities contributing towards the creation of the European Research Area, hereinafter 'the framework programme', under the same conditions as those applicable to legal entities of Member States of the European Union, subject to the terms and conditions established by or referred to in Annexes I and II.

⁽¹⁾ OJ L 232, 29.8.2002, p. 1.

⁽²⁾ OJ L 97, 30.3.1998, p. 2.

⁽³⁾ See Regulation (EC) No 2321/2002 of the European Parliament and of the Council (OJ L 355, 30.12.2002, p. 23).

2. Community legal entities shall participate in Tunisia's research projects in fields equivalent to those of the framework programme under the same conditions as those applicable to Moroccan legal entities, subject to the terms and conditions established by or referred to in Annexes I and II.

3. Cooperation may also take the following forms and means:

- (a) joint meetings;
- (b) regular discussions on the guidelines and priorities for research policies and planning in Tunisia and in the Community;
- (c) exchanges of views and consultation on cooperation and development prospects;
- (d) timely provision of information concerning the implementation and results of joint research programmes and projects of Tunisia and of the Community undertaken within the framework of this Agreement;
- (e) visits and exchanges of researchers, engineers and technicians, including for the purposes of research training;
- (f) exchanges and sharing of scientific equipment and materials;
- (g) regular contacts between Tunisian and Community research programme or project managers;
- (h) participation of experts of both Parties in thematic seminars, symposiums and workshops;
- (i) exchanges of information on practices, laws, regulations and programmes concerning cooperation under this Agreement;
- (j) reciprocal access to scientific and technical information concerned by this cooperation;
- (k) any other arrangement adopted by the EC-Tunisia Joint Scientific and Technical Cooperation Committee referred to in Article 4, and in conformity with the policies and procedures applicable in both parties.

Article 3

Enhancement of cooperation

1. The parties undertake to make every effort, within the framework of their respective legislation in force, to facilitate the free movement and establishment of researchers participating in the activities covered by this Agreement and to facilitate the entry into and exit from their territories of materials, data or equipment intended for use in these activities.

2. Where, in accordance with its own rules, the Community grants funding to a legal entity established in Tunisia to participate in a Community indirect action, Tunisia will ensure that no fiscal or customs levy or charge is imposed on the operation in question.

Article 4

Management of the Agreement

1. The coordination and promotion of the activities covered by this Agreement will be carried out on behalf of Tunisia by the Ministry responsible for scientific research and on behalf of the Community by the services of the European Commission responsible for the Framework Programme acting as executive agents for the parties (hereinafter the executive agents).

2. The executive agents shall set up an EC-Tunisia Joint Scientific and Technical Cooperation Committee with responsibility for:

- (a) monitoring the implementation and evaluating the impact of this Agreement, and proposing any revisions to it which may be necessary, in accordance with the provisions of Article 7(2);
- (b) proposing any appropriate measure aimed at improving and developing scientific and technological cooperation under this Agreement;
- (c) regularly examining the guidelines and priorities of Tunisian and Community research policies and planning and the prospects for future cooperation under this Agreement.

3. The EC-Tunisia Joint Scientific and Technical Cooperation Committee shall be composed of an equal number of representatives of the executive agents of each Party. It shall adopt its rules of procedure.

4. The EC-Tunisia Scientific and Technical Cooperation Committee shall meet at least once a year in the Community and in Tunisia alternately. Extraordinary meetings may be held at the request of either Party. The conclusions and recommendations of the EC-Tunisia Scientific and Technical Cooperation Committee shall be sent, for information, to the Association Committee of the Euro-Mediterranean Agreement between the European Union and the Tunisian Republic.

Article 5

Terms and conditions of participation

Reciprocal participation in the research activities covered by this Agreement shall take place in accordance with the conditions set out in Annex I and shall be subject to the legislation, regulations, policies and conditions governing the implementation of the programmes in force on the territory of each Party.

Article 6

Dissemination and utilisation of results and information

The dissemination and utilisation of the results of information acquired and/or exchanged, and the management, allocation and exercise of intellectual property rights arising from the research activities carried out under this Agreement shall be subject to the conditions set out in Annex II.

Article 7

Final provisions

1. Annexes I and II shall form an integral part of this Agreement.

All questions or disputes relating to the interpretation or implementation of this Agreement shall be settled by mutual agreement between the Parties.

2. This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their necessary procedures to this end have been completed.

Every four years the Parties will evaluate the impact of the Agreement on the intensity of their scientific and technical cooperation.

This Agreement may be amended or its scope enlarged by agreement between the Parties. Amendments or extensions shall enter into force on the date on which the Parties have notified each other in writing that the necessary procedures to this end have been completed.

This Agreement may be terminated, at any time, by either Party with six months written notice.

The projects and activities in progress at the time of any termination of this Agreement will continue until their completion under the conditions laid down in this Agreement.

3. If one of the Parties decides to modify its research programmes or projects referred to in Article 1(1), the executive agent of that Party shall notify the executive agent of the other Party of the precise content of the amendments in question.

In that event, and by way of derogation from the second subparagraph of paragraph 2 of this Article, this Agreement may be terminated under mutually agreed conditions if either of the Parties notifies the other within one month of its intention to terminate this Agreement following the adoption of the amendments referred to in the first subparagraph.

4. 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 Tunisian Republic. This shall not exclude the carrying-out of cooperative activities on the high seas, in space, or on the territory of third countries in accordance with international law.

5. This Agreement is drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish, Swedish and Arabic languages, each of these texts being equally authentic.

Hecho en Salónica el veintiséis de junio de dos mil tres.

Udfærdiget i Thessaloniki, den seksogtyvende juni to tusind og tre.

Geschehen zu Thessaloniki am sechszwanzigsten Juni zweitausenddrei.

Έγινε στη Θεσσαλονίκη, στις είκοσι έξι Ιουνίου δύο χιλιάδες τρία.

Done at Thessaloniki, this twenty-sixth day of June, in the year two thousand and three.

Fait à Thessalonique, le vingt-six juin deux mille trois.

Fatto a Salonicco, addì ventisei giugno duemilatré.

Gedaan te Thessaloniki, de zesentwintigste juni tweeduizenddrie.


Feito em Salónica, em vinte e seis de Junho de dois mil e três.

Tehty Thessalonikissa kahdentenkymmenentenäkuudentena päivänä kesäkuuta vuonna kaksituhattakolme.

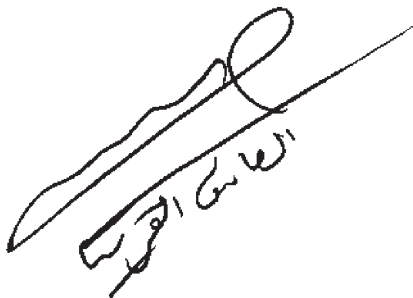
Som skedde i Thessaloniki den tjugo sjätte juni tjugohundratré.

تسالونيك في 26 جوان 2003

Por la Comunidad Europea
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Voor de Europese Gemeenschap
Pela Comunidade Europeia
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar



عن حكومة الجمهورية التونسية



الهادي المبروك

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ANNEX I

TERMS AND CONDITIONS FOR THE PARTICIPATION OF LEGAL ENTITIES OF MEMBER STATES OF THE EUROPEAN UNION AND OF THE TUNISIAN REPUBLIC

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, 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 Tunisia in indirect actions under the EC research framework programme

1. The participation of legal entities established in Tunisia in indirect actions under the framework programme shall be in accordance with the participation rules laid down pursuant to Article 167 of the Treaty establishing the European Community for the implementation of the framework programme ⁽¹⁾.

In addition, legal entities established in Tunisia may participate in indirect actions carried out under Article 164 of the Treaty establishing the European Community.

2. The Community may grant funding to legal entities established in Tunisia participating in the indirect actions referred to in paragraph 1 in accordance with the terms and conditions laid down by the participation rules referred to in paragraph 1 adopted by the European Parliament and the Council pursuant to Article 167 of the Treaty establishing the European Community, the financial regulations of the European Community and any other applicable Community legislation.
3. A contract concluded by the Community with any legal entity established in Tunisia participating in an indirect action must provide for audits and verifications to be carried out by, or under the authority of, the Commission or the Court of Auditors of the European Communities.

In a spirit of cooperation and mutual interest, the relevant authorities of Tunisia will provide any reasonable and feasible assistance as may be necessary or helpful to perform such audits and verifications.

II. Terms and conditions for the participation of legal entities of Member States of the European Union in Tunisia's research programmes and projects

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

Funding of legal entities established in the Community participating in Morocco's research and development projects and programmes shall be subject to Tunisia's laws, regulations and government directives governing the operation of research and development programmes under the conditions applicable to legal entities of third countries participating in Tunisia's research and development projects and programmes.

⁽¹⁾ See the sixth framework programme (2002 to 2006) Article 6 of Regulation (EC) No 2321/2002 of the European Parliament and of the Council (OJ L 355, 30.12.2002, p. 23).

ANNEX II

PRINCIPLES CONCERNING 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 results 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

1. Each Party shall ensure that the intellectual property rights of legal entities of the other Party participating in activities carried out pursuant to this Agreement and the related rights and obligations arising from such participation, shall be consistent with the relevant international conventions that are applicable to the Parties, including the TRIPS Agreement (Agreement on trade-related aspects of intellectual property Rights administered by the World Trade Organisation) as well as the Berne Convention (Paris Act 1971) and the Paris Convention (Stockholm Act 1967).
2. Legal entities established in Tunisia participating in an indirect action under the framework programme shall have the same rights and obligations with regard to intellectual property as legal entities established in the Community participating in the indirect action. These rights and obligations with regard to intellectual property are laid down in the rules for the dissemination of research results adopted pursuant to Article 167 of the Treaty establishing the European Community⁽¹⁾ and the contract concluded with the Community for the implementation of the indirect action, such rights and obligations being in compliance with paragraph 1.
3. Legal entities established in the Community participating in Tunisia's research programmes or projects shall have the same rights and obligations with regard to intellectual property as those of legal entities established in Tunisia participating in such research programmes or projects, such rights and obligations being in compliance with paragraph 1.
4. The Parties shall encourage the legal entities concerned to define and protect their intellectual property rights in compliance with their respective laws.

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 under Article 2(3) of this Agreement:
 - (a) the Party generating such knowledge shall be the owner of that knowledge. Where the knowledge has been generated jointly and the two Parties' respective share of the work cannot be ascertained, they shall have joint ownership of such knowledge;
 - (b) the Party owning the knowledge shall grant access rights to it to the other Party for carrying out activities referred to in Article 2(1) and (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) where a Party publishes scientific and technical data, information and results by means of journals, articles, reports, books, or videos, arising and relating to activities carried out pursuant to this Agreement, a worldwide, non-exclusive, irrevocable, royalty-free licence 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 prepared in this context for public distribution 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;

⁽¹⁾ See the sixth framework programme (2002 to 2006) Article 6 of Regulation (EC) No 2321/2002 of the European Parliament and of the Council (OJ L 355, 30.12.2002, p. 23).

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 necessary for the activities carried out pursuant to this Agreement, each Party shall identify that information it wishes to remain undisclosed;
 - (b) the Party receiving the information may, under its own responsibility, communicate undisclosed information to entities 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 other Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph 3(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 the carrying-out of indirect actions, shall remain confidential where 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 3(a);
 - (e) each Party shall endeavour to ensure that undisclosed information received by it under paragraph 3(a) and 3(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 paragraph 3(a) and 3(d), it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.
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