

## II

*(Acts whose publication is not obligatory)*

## COMMISSION

## COOPERATION AGREEMENT

**concerning terminology, in the form of an Exchange of Letters between the Swiss Confederation, represented by the Swiss Federal Council, and the European Economic Community (EEC), the European Coal and Steel Community (ECSC), and the European Atomic Energy Community (EURATOM), represented by the Commission of the European Communities**

(88/85/ECSC, EEC, Euratom)

*(Letter from the Commission)*

Brussels, 13 November 1987

Sir,

Relations between your country and the European Communities have expanded along with the building of Europe. At the meeting in Luxembourg on 9 April 1984, the Ministers of the Member States of the Communities, the Ministers of the Member States of the European Free Trade Association (EFTA), and the Commission concluded that the growing economic interdependence of the Communities and the EFTA countries justified particular cooperation on research and development.

Since 1973, the Commission of the European Communities has been developing a terminological data bank called Eurodicautom, which supplies equivalent terms in the official and working languages of the European Communities.

Switzerland shares three of the Communities' official and working languages and has made considerable efforts to systemize both its own terminological research and training and European cooperation in this field.

On 28 September 1979, Switzerland and the European Economic Community exchanged letters defining the general framework for cooperation on the field of information services and in particular the extension into Swiss territory of the Community data-transmission network (Euronet).

At a time when technological and economic development in Europe is being facilitated by developments in multilingual terminology activity, it is in the interests of the Swiss Federal Council and the Commission of the European Communities to cooperate together in the terminological and linguistic field and to promote the use of Eurodicautom and its original software to avoid duplication of effort, to develop the multilingual terminological base offered by Eurodicautom and to ensure the widest possible harmonization of data.

With a view to achieving this cooperation, I have the honour to put to you the following :

**COOPERATION AGREEMENT CONCERNING TERMINOLOGY BETWEEN THE SWISS CONFEDERATION, REPRESENTED BY THE SWISS FEDERAL COUNCIL, AND THE EUROPEAN ECONOMIC COMMUNITY (EEC) THE EUROPEAN COAL AND STEEL COMMUNITY (ECSC) AND THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM), REPRESENTED BY THE COMMISSION OF THE EUROPEAN COMMUNITIES**

**A. Definitions**

*Article 1*

For the purposes of this Agreement, Eurodicautom shall refer to the terminological data bank of the Commission of the European Communities (hereinafter called the Commission). The software package consists of a set of original programmes designed and developed by the Commission's departments and which are its exclusive property. The database contains all the data entered under the responsibility of the Commission's Terminology and Computer Applications Department.

Documents used in setting up the data bank are not included.

**B. Object of the agreement**

*Article 2*

The aim of this Agreement is to enable each of the parties to pool their work in developing the terminology sector, particularly automated processing of terminology, through greater experimental use of the Eurodicautom base, to derive maximum benefits from the resources available for their respective tasks, to avoid duplication of effort and thereby to create the optimum conditions for the feeding and use of the Eurodicautom terminological databank.

*Article 3*

To achieve this aim, the parties to the Agreement shall associate their respective terminological research programmes according to mutually agreed procedures.

*Article 4*

The cooperation referred to in Article 2 shall be achieved through :

- use of the Eurodicautom terminological data-processing software package,
- the right of mutual access to terminological data already existing or to be developed, with the exception of classified data.

**C. Bodies set up to achieve the aim of the Agreement**

*Article 5*

5.1. A joint Committee shall be set up called the 'Switzerland/Commission Eurodicautom Committee' and shall consist of representatives of the Commission and of Switzerland.

5.2. The Switzerland/Commission Eurodicautom Committee shall ensure the proper application of the Agreement. It shall study any measures liable to improve and develop cooperation in the field of terminology. At the end of each year it shall verify that the programmes are being carried out properly according to 5.3.

5.3. The Switzerland/Commission Eurodicautom Committee shall be assisted as regards technical aspects by a management body made up of departmental representatives designated by the Commission and by the Federal Council whose task shall be to develop work programmes,

taking fair account of the interests of the parties to this Agreement in the field of terminology, to harmonize the methods used to improve and enrich the data base, and to ensure the soundness and compatibility of proposed adaptations of the software package.

5.4. The Switzerland/Commission Eurodicautom Committee shall adopt its own rules of procedure. The chair shall be held alternatively by Switzerland and the Commission.

5.5. The Switzerland/Commission Eurodicautom Committee shall meet at the request of one of the parties to the Agreement, at least once a year.

#### **D. Rights and obligations regarding intellectual property and use**

##### *Article 6*

6.1. Under the terms of this Agreement, developments in software and terminological contributions shall remain the property of the Party which introduces them and shall be integrated into Eurodicautom under conditions to be defined by the management body.

6.2. The Commission shall retain property rights in the Eurodicautom software programme in its original form and versions of this software programme adapted to new data-processing environments; it shall also retain all rights regarding its terminological data.

6.3. To enable it to organize access to Eurodicautom on one or more of its sites, Switzerland shall receive a copy of the Eurodicautom software package and data as it exists on the date of the entry into force of this Agreement and in the form agreed by the management body.

6.4. Eurodicautom data may be used freely, both for internal use and for non-commercial consultation, by the official bodies of the Swiss Confederation, Cantons and Communes and by the institutions and bodies of the Community and the official bodies of the Member States. Moreover, the Commission may continue to offer access to Eurodicautom on an experimental and non-commercial basis via telecommunications networks.

##### *Article 7*

The transfer to third parties of all other rights of use or consultation of data-processing programmes or terminological data drawn up within the framework of this Agreement shall take place only with the consent of the party which prepared the said programmes or data.

##### *Article 8*

Computerized terminological services offered to each other by the parties to this Agreement shall satisfy in all respects the usual requirements as defined by the Management body. The parties shall not, however, assume any guarantee or commitment regarding the results of the use of their data-processing or terminological contributions.

##### *Article 9*

Should the Agreement be terminated, each party shall be required to return to the other the data-processing and terminological data which, under the principles and criteria to be drawn up by the management body, are not considered its full property.

#### **E. Financial and tax provisions of the agreement**

##### *Article 10*

10.1. The single financial contribution made by Switzerland shall be proportional to the product of the equation: GDP of Switzerland divided by the sum of the GDPs of the Member States plus the GDP of Switzerland at market prices in 1985; and based on the Commission's financial outlay in developing Eurodicautom, estimated at 10 500 000 ECU. Details of the means of payment are annexed to this Agreement.

10.2. The costs relating to the implementation of this Agreement shall be met by each of the parties in respect of its own research. No financial obligation shall arise for the other party, unless a decision is taken to the contrary.

*Article 11*

11.1. The parties to this Agreement shall take steps to ensure that neither of them is subject to customs or other duties on imports or exports, or to prohibitions and restrictions on imports and exports of goods to be used in Switzerland and the Communities within the framework of the activities covered by this Agreement.

11.2. Goods imported into or purchased on the territory of a party may be disposed of there, whether or not in return for payment, only under conditions laid down in the appropriate legislation.

**F. General provisions**

*Article 12*

The Annexes to this Agreement, concerning the joint declaration of intent and the means of payment, shall form an integral part thereof.

*Article 13*

13.1. This Agreement shall be approved by the contracting parties in accordance with their own procedures. It shall enter into force as soon as the parties have notified each other that the relevant procedure has been concluded.

13.2. This Agreement shall remain in force indefinitely. Either party may at any time denounce it or request its revision, subject to six months' notice being given.

13.3. This Agreement is drawn up in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages.

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*ANNEX I***Joint declaration of intent**

With a view to achieving the cooperation referred to in the Agreement, the parties to the Agreement have agreed as follows :

The parties shall seek ways and means of achieving the aims of the Agreement. They shall, in particular :

- provide each other with regular information on technological development and adaptations in data processing, or any other information necessary to guarantee the satisfactory development and greater efficiency of Eurodicautom,
- examine and confer on matters relating to cooperation agreements with other countries, public authorities or specialized bodies, in the field of terminology and linguistics,
- examine the possibilities for marketing Eurodicautom and provide each other with mutual guarantees of a non-discriminatory and completely reciprocal character concerning such openings under existing international and national provisions,
- confer together prior to any decision on the non-commercial marketing of Eurodicautom, without endangering the rights and obligations connected with its management,
- draw up together the principles of an ownership and use system applicable to terminological data on data medium.

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*ANNEX II***Means of payment**

1. Under Article 10.1 of the Agreement Switzerland's financial contribution is set at 413 700 ECU.
2. This contribution shall be payable according to the following provisions :
  - 2.1. Payment shall be made in 10 annual instalments, for which the following amounts have been set by mutual consent :

first year :	80 700
second year :	60 000
third year :	45 000
fourth year :	45 000
fifth year :	29 000
sixth year :	29 000
seventh year :	29 000
eighth year :	29 000
ninth year :	29 000
tenth year :	29 000
	413 700
  - 2.2. The first instalment shall be payable upon delivery of the software package and data.
  - 2.3. If the Agreement is denounced before the expiry of the 10-year period the outstanding instalments shall no longer be payable.
  - 2.4. Payments in ECU for each instalment shall be credited to the bank account indicated by the Commission no more than 12 months after payment of the previous instalment.

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If you can confirm in writing that you are in agreement with the above, the two parties will consider this exchange of letters as defining the aims and forms of their cooperation on terminology.

Please accept, Sir, the assurance of my highest consideration.

*For the Commission*  
Willy DE CLERCQ  
*Member of the Commission*

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*(Letter from the Swiss Federal Council)*

Brussels, 13 November 1987

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

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I have the honour to confirm that the Swiss Federal Council is in agreement with the contents of your letter.

Please accept, Sir, the assurance of my highest consideration.

*For the Swiss Confederation*

Jean-Pascal DELAMURAZ

*Member of the Federal Council*

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