

## AGREEMENT

### for scientific and technological cooperation between the European Community and the Arab Republic of Egypt

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

of the one part,

and

THE ARAB REPUBLIC OF EGYPT (hereinafter referred to as 'Egypt'),

of the other part,

Hereinafter referred to as the 'Parties',

CONSIDERING 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,

CONSIDERING 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 projects, contributing to the creation of the European Research Area and to innovation (2002-2006) <sup>(1)</sup>;

CONSIDERING the importance of science and technology for their economic and social development and the reference which was made in Article 43 of the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, on the one hand, and the Arab Republic of Egypt, on the other hand, signed on 25 June 2001;

WHEREAS the Community and Egypt undertook common research, technological development and demonstration activities, in various fields of common interest, and whereas it would be to their mutual advantage were each one of them to take 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 Egypt 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 affect cooperative activities;

— appropriate exchange and protection of intellectual property rights.

<sup>(1)</sup> OJ L 232, 29.8.2002, p. 1. Decision as amended by Decision No 786/2004/EC (OJ L 138, 30.4.2004, p. 7).

*Article 2***Means of cooperation**

1. Legal entities established in Egypt, as defined in Annex I, including either physical persons or private or public moral persons, shall participate in indirect actions of the Community's Framework programme for research and technological development and demonstration activities (hereinafter referred to as the 'EC 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.

2. Legal entities established in the Member States of the Community shall participate in Egypt's research programmes and projects in themes equivalent to those of the EC Framework programme under the same conditions as those applicable to legal entities of Egypt, 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:

- regular discussions on the guidelines and priorities for research policies and planning in Egypt and the Community,
- discussions on cooperation prospects and development,
- timely provision of information concerning the implementation of programmes and research projects of Egypt 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 and materials,
- regular and sustained contacts between programme or project managers of Egypt 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 technologic information in the scope of this cooperation,

— any other modality adopted by the EC-Egypt Joint Scientific and Technical Cooperation Committee, as defined in Article 4, and deemed to be in accordance with the policies and procedures applicable in both Parties.

*Article 3***Enhancement of cooperation**

1. The Parties shall 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 Egypt participating in a Community indirect action, Egypt shall ensure that no charge or levy is imposed upon that transaction.

*Article 4***Management of the Agreement****EC-Egypt Joint Scientific and Technological Cooperation Committee**

1. The coordination and facilitation of activities under this Agreement shall be accomplished on behalf of Egypt by the Academy of Scientific Research and Technology and on behalf of the Community by the services of the Commission of the European Communities in charge of the Framework programme, acting as executive agents of the Parties (hereinafter referred to as 'Executive Agents').

2. The Executive Agents shall establish a joint committee called 'EC-Egypt Joint Scientific and Technological Cooperation Committee' (hereinafter referred to as the 'joint Committee'), whose functions shall include:

- ensuring, evaluating and reviewing the implementation of this Agreement, as well as amending the Annexes thereto or adopting new ones to take into consideration developments in 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 examining any measure to that end,

— regularly discussing the future orientations and priorities of research policies and research planning in Egypt and the Community and the prospects for future cooperation within this Agreement.

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 meet at least once a year, alternately in the Community and in Egypt. Extraordinary meetings shall be held at the request of one or other of 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 Arab Republic of Egypt.

#### *Article 5*

### **Financing**

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

#### *Article 6*

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

The dissemination and use of the achieved and/or exchanged results as well as those of information, management, allocation and exercise of intellectual property rights resulting from the research activities undertaken under this Agreement shall be subject to the conditions provided for in Annex II.

#### *Article 7*

### **Final provisions**

1. Annexes I and II shall 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 have notified each other of the completion of their internal procedures for its conclusion. Pending the completion by the Parties of their internal procedures for its conclusion, the Parties shall provisionally apply this Agreement upon its signature.

Should one Party notify the other that it will 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 12 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. Should one of the Parties decide to amend its research programmes and projects referred to in Article 1(1), that Party's Executive Agent shall notify the other Party's Executive Agent of the precise content of the amendments in question.

By way of derogation from the second subparagraph of paragraph 2, this Agreement may be terminated under mutually agreed conditions should either of the Parties notify the other within one month after the adoption of the amendments referred to in the first subparagraph of its intention to terminate this Agreement.

5. 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 Arab Republic of Egypt. This shall not prevent the conduct of cooperative activities on the high seas, in outer space or in the territory of third countries, in accordance with international law.

6. This Agreement shall be 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 El Cairo, el veintiuno de junio de dos mil cinco.

Udfærdiget i Kairo den enogtyvende juni to tusind og fem.

Geschehen zu Kairo am einundzwanzigsten Juni zweitausendfünf.

Έγινε στο Κάιρο, στις είκοσι μία Ιουνίου δύο χιλιάδες πέντε.

Done at Cairo on the twenty-first day of June in the year two thousand and five.

Fait au Caire, le vingt-et-un juin deux mille cinq.

Fatto a il Cairo, addì ventuno giugno duemilacinque.

Gedaan te Kairo, de eenentwintigste juni tweeduizend vijf.

Feito no Cairo, em vinte e um de Junho de dois mil e cinco.

Tehty Kairossa kahdentenkymmenentenäensimmäisenä päivänä kesäkuuta vuonna kaksituhattaviisi.

Som skedde i Kairo den tjugoförsta juni tjugohundrafern.

وُقِعَتْ فِي الْقَاهِرَةِ فِي ٢١ يُونِيُو ٢٠٠٥

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

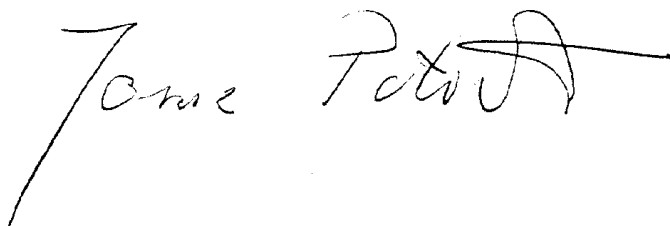
Voor de Europese Gemeenschap

Pela Comunidade Europeia

Euroopan yhteisön puolesta

För Europeiska gemenskapen

عن المفوضية، نيابة عن الجماعة الأوروبية



Por el Gobierno de la República Árabe de Egipto  
På vegne af Den Arabiske Republik Egyptens regering  
Für die Regierung der Arabischen Republik Ägypten  
Για την Κυβέρνηση της Αραβικής Δημοκρατίας της Αιγύπτου  
For the Government of the Arab Republic of Egypt  
Pour le gouvernement de la République arabe d'Égypte  
Per il Governo della Repubblica araba di Egitto  
Voor de regering van de Arabische Republiek Egypte  
Pelo Governo da República Árabe do Egipto  
Egyptin arabitasavallan hallituksen puolesta  
För Arabrepublikens Egyptens regering

عن حكومة جمهورية مصر العربية



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## ANNEX I

**Terms and conditions for the participation of legal entities of Member States of the European Union and of Egypt**

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 OF EGYPT IN INDIRECT ACTIONS OF THE EC FRAMEWORK PROGRAMME**

1. Participation of legal entities established in Egypt in indirect actions of the EC 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 Egypt 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 Egypt participating in indirect actions referred to in paragraph 1 under the terms and conditions laid down by the decision taken by the European Parliament and the Council 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 contract concluded by the Community with any legal entity of Egypt in order to perform an indirect action shall provide for controls and audits 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 Egypt 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 OF MEMBER STATES OF THE EUROPEAN UNION IN EGYPTIAN 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 Egyptian research and development programmes jointly with Egyptian legal entities.

2. Subject to paragraph 1 and to Annex II, the rights and obligations of legal entities established in the Community participating in Egyptian research projects within research and development programmes, and 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 Egyptian laws, regulations and government directives governing the operation of research and development programmes, as applicable to Egyptian legal entities and assuring equitable treatment, taking into account the nature of the cooperation between Egypt and the Community in this field.

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

3. Egypt shall regularly inform the Community and Egyptian legal entities of current Egyptian programmes and participation opportunities for legal entities established in the Community.

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## 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

1. Each Party shall ensure that the intellectual property rights of legal entities established in the other Party participating in activities carried out pursuant to this Agreement and the related rights and obligations arising from such a participation are 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 Egypt participating in an indirect action of the EC Framework programme shall have the same rights and obligations on intellectual property as those of legal entities established in the Community, under the conditions laid down by the decision taken by the European Parliament and the Council according to Article 167 of the Treaty establishing the European Community, and in the contract concluded with the Community accordingly, such rights and obligations being in compliance with paragraph 1.

3. Legal entities established in the Community participating in Egyptian research programmes or projects shall have the same rights and obligations on intellectual property as those of legal entities established in Egypt participating in such research programmes or projects, such rights and obligations being in compliance with paragraph 1.

## 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(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 on it to the other Party for carrying out activities referred to in Article 2(2) of this Agreement. Such access rights shall be granted on a royalty-free basis.

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

- (a) In cases 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 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, 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. Unless 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 insignia or legends.
  - (b) The receiving Party may, under its own responsibility, communicate undisclosed information to bodies or persons under its authority for the specific purposes of implementing this Agreement.
  - (c) With the prior written consent of the Party providing undisclosed information, the receiving Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph (b). The Parties shall cooperate in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall 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, pursuant to paragraph (a).
  - (e) Each Party shall endeavour to ensure that undisclosed information which it receives under paragraphs (a) and (d) is controlled as provided for in this Agreement. If one of the Parties becomes aware that it will be, or may be reasonably expected to become, unable to meet the non-dissemination provisions laid down in paragraphs (a) and (d), it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.
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