



Council of the  
European Union

066742/EU XXVI. GP  
Eingelangt am 03/06/19

Brussels, 3 June 2019  
(OR. en)

14717/03  
DCL 1

RECH 199  
ATO 202  
COREE 1

### DECLASSIFICATION<sup>1</sup>

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of document: ST 14717/03 RESTREINT UE

dated: 12 November 2003

new status: Public

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Subject: Proposal for a Council Decision containing Directives for the Commission to conduct negotiations on an Agreement for co-operation between the European Atomic Energy Community represented by the Commission and the Republic of Korea in the field of fusion energy research

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Delegations will find attached the declassified version of the above document.

The text of this document is identical to the previous version.

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<sup>1</sup> Document declassified by the European Commission on 24 May 2019.

# RESTREINT UE



**COUNCIL OF  
THE EUROPEAN UNION**

**Brussels, 12 November 2003  
(OR. en)**

**14717/03**

**RESTREINT UE**

**RECH 199  
ATO 202  
COREE 1**

## **COVER NOTE**

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from : the Secretary-General of the European Commission  
signed by Mme Patricia BUGNOT, Director

date of receipt : 10 November 2003

to : Mr Javier SOLANA, Secretary-General/High Representative

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Subject : Proposal for a Council Decision containing Directives for the Commission to  
conduct negotiations on an Agreement for co-operation between the European  
Atomic Energy Community represented by the Commission and the Republic  
of Korea in the field of fusion energy research

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Delegations will find attached Commission document SEC(2003) 1230 final.

Encl.: SEC(2003) 1230 final



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 07.11.2003  
COM(2003)1230 final

RESTREINT UE

Proposal for a

**COUNCIL DECISION**

**containing Directives for the Commission to conduct negotiations on an Agreement for co-operation between the European Atomic Energy Community represented by the Commission and the Republic of Korea in the field of fusion energy research.**

(presented by the Commission)

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**RESTREINT UE**

## EXPLANATORY MEMORANDUM

- (1) The proposed agreement would fall under the scope of Framework Agreement for Trade and Cooperation concluded on 28 October 1996 between the European Community and its Member States on the one hand, and the Republic of Korea on the other hand on 28 October 1996, in which the Parties undertake to promote cooperation in the field of energy and the protection of environment, and, in particular, to develop new and renewable forms of energy.
- (2) On 19 June 2003 the Republic of Korea was unanimously accepted as a Participant in the Negotiations for the ITER project, following consultation among the then Participants, as a “qualified third country”. The ITER negotiating mandate given to the Commission by the Council directs the Commission *“to conduct negotiations on the establishment of an international framework allowing the ITER ... EDA ... Parties **and qualified third countries** to prepare jointly for the future establishment of an ITER legal entity for ITER construction and operation if and when so decided.”* The current Participants in the Negotiations are Canada, China, Euratom, Japan, the Russian Federation, and the US. All were involved in the ITER EDA except for China which acceded to the Negotiations in February 2003 as a qualified third country.
- (3) It is considered that the establishment of the new agreement would be beneficial for the two parties, given the importance of jointly preparing for the possible establishment of ITER. The Euratom fusion programme corresponds to the thematic area “controlled thermonuclear fusion” of the 6<sup>th</sup> Euratom Framework Programme. The Euratom Research and Training Programme 2002-2006 states, in its Workprogramme 2003, that *“for the multipartite collaboration on ITER, collaborative work will be carried out in the frame of the ITER Transitional Arrangements, with the aims of maintaining the integrity of the international project, of adapting the design to the conditions of specific ITER sites under consideration, and of supporting the preparations for licensing. It will be implemented through the extensive network of cooperation with third countries, including general bilateral agreements and multilateral specific agreements and implementing programmes”*.
- (4) The proposed preliminary draft agreement (see attachment to the draft Directives) is the same (mutatis mutandis) as the Agreement for co-operation between the European Atomic Energy Community represented by the Commission of the European Communities and the Department of Energy of the United States of America in the field of fusion energy research and development, signed on 14 May 2001.
- (5) The Consultative Committee for the Euratom specific programme on nuclear energy research (Fusion) (CCE-FU) has supported the idea of a new agreement, with no objections expressed on the contents of the preliminary draft agreement quoted under 4.
- (6) It is proposed that all costs resulting from the co-operation under the new agreement should be borne by the party that incurs them, unless otherwise specifically agreed in writing by the parties.
- (7) The new agreement should remain in force for successive periods of 5 years but may be terminated at the discretion of either party upon advance notice.

- (8) As far as the EAEC is concerned, the forms of co-operation which the new agreement would allow are:
- (a) technically compatible with the scientific and technological objectives relevant to thermonuclear fusion as laid down in the Council Decision of 3 June 2002 concerning the Sixth Framework Programme of the EAEC for research and training activities (2002-2006)<sup>2</sup>,
  - (b) financially compatible with the financial reference amount for fusion in the same Decision of 3 June 2002,
  - (c) in agreement with the scientific and technological objectives of the fusion energy research thematic priority area as laid down in the Council Decision of 30 September 2002<sup>3</sup> adopting a research and training programme in the field of nuclear energy (EURATOM) for the period 2002-2006.
- (9) For the EAEC, the legal basis for negotiating and concluding the agreement is the second paragraph of Article 101 of the Treaty establishing the EAEC. Accordingly, the Commission proposes that the Council adopt, in application of the Article 101, 2nd paragraph, of the Treaty establishing the EAEC, the proposal for a Council Decision attached hereto authorising the Commission to conduct negotiations on the agreement and containing Directives for the Commission to conduct those negotiations.

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<sup>2</sup> OJ L 232, 29.8.2002 p. 34.

<sup>3</sup> OJ n° L294, 29.10.2002, p. 74.

Proposal for a

## COUNCIL DECISION

**containing Directives for the Commission to conduct negotiations on an Agreement for co-operation between the European Atomic Energy Community represented by the Commission and the Republic of Korea in the field of fusion energy research.**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Atomic Energy Community, and in particular Article 101, second paragraph thereof,

Having regard to the Framework Agreement for Trade and Cooperation concluded between the European Community and its Member States on the one hand, and the Republic of Korea on the other hand on 28 October 1996, where the Parties undertake to promote cooperation in the field of energy and the protection of environment, and, in particular, to develop new and renewable forms of energy,

Having regard to the proposal from the Commission,

Whereas:

- (1) It is desirable to promote and enhance close and valuable co-operation with the Republic of Korea in the field of fusion energy.
- (2) negotiations should therefore be open with a view to establish a new agreement,

HAS DECIDED AS FOLLOWS:

### *Sole Article*

The Commission is hereby authorised to conduct negotiations on the Agreement for co-operation between the European Atomic Energy Community represented by the Commission and the Republic of Korea in the field of fusion energy research , in accordance with the Directives set out in the Annex.

Done at Brussels,

*For the Council  
The President*

**ANNEX**

**DRAFT**

**DIRECTIVES FOR THE COMMISSION TO CONDUCT NEGOTIATIONS ON THE AGREEMENT FOR CO-OPERATION BETWEEN THE EUROPEAN ATOMIC ENERGY COMMUNITY REPRESENTED BY THE COMMISSION AND THE REPUBLIC OF KOREA IN THE FIELD OF FUSION ENERGY RESEARCH**

The Commission shall conduct negotiations on

the Agreement for co-operation between the European Atomic Energy Community represented by the Commission of the European Communities and the Republic of Korea in the field of fusion energy research

on the basis of the preliminary draft agreement attached hereto.

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# DRAFT

## AGREEMENT FOR COOPERATION BETWEEN

THE EUROPEAN ATOMIC ENERGY COMMUNITY  
REPRESENTED BY  
THE COMMISSION OF THE EUROPEAN COMMUNITIES  
AND

THE REPUBLIC OF KOREA  
IN THE FIELD OF FUSION ENERGY RESEARCH

The European Atomic Energy Community (EURATOM), represented by the Commission of the European Communities, and the Republic of Korea (hereinafter referred to collectively as "the Parties");

Whereas in the Framework Agreement for Trade and Cooperation concluded between the European Community and its Member States on the one hand, and the Republic of Korea on the other hand on 28 October 1996, the Parties undertake to promote cooperation in the field of energy and the protection of environment, and, in particular, to develop new and renewable forms of energy;

Desiring to continue to promote the development of fusion energy as a potentially environmentally acceptable, economically competitive, and virtually limitless source of energy,

HAVE AGREED AS FOLLOWS:

### *Article I* *Objective*

The objective of this Agreement is to intensify cooperation between the Parties in the areas covered by their respective fusion programs, on the basis of mutual benefit and overall reciprocity, in order to develop the scientific understanding and technological capability underlying a fusion energy system.

### *Article II* *Areas of Cooperation*

The areas of cooperation under this Agreement may include the following:

1. tokamaks, including the large projects of the present generation and activities related to those of the next generation;
2. alternative lines to tokamaks;
3. magnetic fusion energy technology;

4. plasma theory and applied plasma physics;
5. program policies and plans; and
6. other areas as mutually agreed in writing.

*Article III*  
*Forms of Cooperation*

1. The forms of cooperation under this Agreement may include, but are not limited to, the following:
  - a. exchange and provision of information and data on scientific and technical activities, developments, practices and results, and on program policies and plans, including exchange of undisclosed information on the terms and conditions in accordance with Articles VI and VII;
  - b. exchange of scientists, engineers and other specialists for agreed periods of time in order to participate in experiments, analysis, design and other research activities in accordance with Article VIII;
  - c. organization of seminars and other meetings to discuss and exchange information on agreed topics in the areas listed in Article II, and to identify cooperative actions which may be usefully undertaken in accordance with Article V;
  - d. exchange and provision of samples, materials, equipment (instruments and components) for experiments, testing and evaluation in accordance with Articles IX and X;
  - e. execution of joint studies, projects or experiments including their joint design, construction and operation;
  - f. establishment of data links; and
  - g. other specific forms of cooperation as mutually agreed in writing.
2. The Parties shall coordinate the activities, as appropriate, under this Agreement, with other international fusion research activities, in order to minimize duplication of effort. Nothing in this Agreement shall be construed to prejudice existing or future arrangements for cooperation between the Parties.

*Article IV*  
*Coordinating Committee and Executive Secretaries*

1. The Parties shall establish a Coordinating Committee to coordinate and supervise the conduct of activities under this Agreement. The Coordinating Committee shall consist of up to twelve (12) members, half of whom shall be appointed by each Party. The Coordinating Committee shall meet annually, alternately in the Republic of Korea and in the European Union, or at other agreed times and places. The Head of the Delegation of the receiving Party shall chair the meeting.

2. The Coordinating Committee shall review the progress and plans of activities under this Agreement, and propose, coordinate and approve future cooperative activities that are within the scope of this Agreement with regard to technical merit and level of effort to ensure mutual benefit and overall reciprocity within the Agreement.
3. All decisions of the Coordinating Committee shall be by unanimity. The Coordinating Committee delegation from each Party shall have one vote, to be cast by the Head of the Delegation.
4. Each Party shall nominate an Executive Secretary to act on its behalf during periods between meetings of the Coordinating Committee in all matters concerning cooperation under this Agreement. The Executive Secretaries shall be responsible for day-to-day management of the cooperation.

*Article V*  
*Project Agreements*

When the Coordinating Committee agrees to undertake a cooperative activity, it shall approve a Project Agreement to this Agreement and subject to its terms. Each Project Agreement shall list the participants, and include detailed provisions for implementation of the cooperative activity, including but not limited to technical scope, management, applicable decontamination responsibility, exchange of undisclosed information, exchange of equipment, treatment of intellectual property, total costs, cost-sharing and schedule, as appropriate.

*Article VI*  
*Availability and Dissemination of Information*

1. Subject to applicable laws and regulations and to provisions of this Agreement, each Party and its designees shall undertake to make freely available to the other Party and its designees any information at its disposal which is required for the execution of this Agreement.
2. The Parties shall support the widest possible dissemination of information which they have the right to disclose, either in their possession or available to them, and which is either developed jointly or intended to be provided or exchanged pursuant to this Agreement, subject to the need to protect undisclosed information and the need to protect intellectual property arising under this Agreement.
3. Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third party.

*Article VII*  
*Intellectual Property*

The protection and allocation of intellectual property created or furnished in the course of collaborative activities under this Agreement shall be governed by the provisions in Annex A, which shall form an integral part of this Agreement and shall apply to all activities conducted under this Agreement.

*Article VIII*  
*Exchanges of Personnel*

The following provisions shall apply concerning exchanges of personnel under this Agreement:

1. Each Party or participant shall ensure the selection of qualified personnel with skills and competence necessary to conduct the activities planned under this Agreement. Each such exchange of personnel shall be mutually agreed in advance by an exchange of letters between the Parties or participants, referencing this Agreement and its pertinent intellectual property provisions.
2. Each Party or participant shall be responsible for the salaries, insurance, and allowances to be paid to its exchanged personnel.
3. The sending Party or participant shall pay for the travel and living expenses of its exchanged personnel staying at the host establishment, unless otherwise agreed.
4. The receiving Party or participant shall arrange for adequate accommodations for the other Party's or participant's exchanged personnel (and their families) on a mutually agreeable, reciprocal basis.
5. The receiving Party or participant shall provide all necessary assistance to the exchanged personnel of the other Party or participant regarding administrative formalities (e.g., acquiring visas).
6. Each Party or participant shall ensure that the exchanged personnel conform to the general rules of work and safety regulations in force at the host establishment.
7. Each Party or participant may, at its own expense, observe test activities and analytical work of the other Party or participant in the areas of cooperation defined in Article II. Such observation may be exercised by visits of personnel, subject to the prior agreement of the receiving Party or participant on each occasion.

*Article IX*  
*Exchanges of Equipment, Samples, etc.*

Both Parties agree that in the event equipment, instruments, samples, materials or necessary spare parts (hereinafter referred to as "the equipment, etc.") are to be exchanged, loaned or supplied by one participant to the other, the following provisions shall apply covering the shipment and use of the equipment, etc.:

1. The sending participant shall supply as soon as possible a detailed list of the equipment, etc., to be provided, with the relevant specifications and technical and informational documentation.
2. The equipment, etc. supplied by the sending participant shall remain its property and shall be returned to the sending participant on a date to be determined by the Coordinating Committee unless otherwise agreed in the project agreement referred to under article V.
3. The equipment, etc. shall be brought into operation at the host establishment only by mutual agreement between the participants.
4. The receiving participant shall provide the necessary premises for the equipment, etc. and shall provide for electrical power, water, gas, etc., in accordance with technical requirements, which shall be mutually agreed.

*Article X*  
*General Provisions*

1. Each Party shall conduct the activities provided for in this Agreement subject to its applicable laws and regulations, and shall provide resources subject to the availability of appropriated funds.
2. Unless otherwise specifically agreed in writing by the Parties within the framework of the Coordinating Committee, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.
3. All questions of interpretation or implementation relating to the Agreement arising during its term shall be resolved by agreement of the Parties.
4. This Agreement shall apply in so far as EURATOM is concerned, to the territories to which the Treaty establishing EURATOM applies and to the territories of the countries participating in the EURATOM fusion program as fully associated third States.

*Article XI*  
*Duration, Amendment and Termination*

1. This Agreement shall enter into force upon the latter date of signature and shall remain in force for five (5) years. Unless one of the Parties notifies the other Party in writing of its intention to terminate this Agreement at least six months before its expiration, this Agreement shall be extended automatically for additional periods of five (5) years.
2. This Agreement may be amended by written agreement of the Parties.
3. All joint efforts and experiments not completed at the termination or expiration of this Agreement may be continued until their completion under the terms of this Agreement.

4. This Agreement and any Project Agreement hereunder may be terminated at any time at the discretion of either Party upon six (6) months' advance notification in writing by the Party seeking to terminate the Agreement or Project Agreement. Such termination shall be without prejudice to the rights that may have accrued under this Agreement or Project Agreement to either Party up to the date of the termination.

Done at .....this.....day of....., ..., in duplicate, in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF KOREA:

FOR THE EUROPEAN ATOMIC ENERGY  
COMMUNITY REPRESENTED BY THE  
COMMISSION OF THE EUROPEAN  
COMMUNITIES:

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## ANNEX A INTELLECTUAL PROPERTY RIGHTS

Rights to intellectual property created or furnished under this Agreement shall be allocated as follows:

### I. Application

This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed.

### II. Ownership, Allocation and Exercise of Rights

- A. For purposes of this Agreement “Intellectual Property” shall have the meaning found in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm, 14 July 1967.
- B. This Annex addresses the allocation of rights, interests and royalties between the Parties and participants. Each Party shall ensure that the other Party may obtain the rights to intellectual property allocated to it in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party’s laws and practices.
- C. Termination or expiry of this Agreement shall not affect rights or obligations under this Annex.
- D. (1) In the case of cooperative activities between the Parties, intellectual property arising from joint research, i.e., research supported by both Parties, shall be treated in a Technology Management Plan (TMP) according to the following principles:
  - (a) The Parties shall notify each other within a reasonable time of any intellectual property rights arising under this Agreement (or relevant implementing arrangements).
  - (b) Unless otherwise agreed, rights and interests in intellectual property created during joint research shall be exploitable by either Party without territorial restriction.
  - (c) Each Party shall seek protection for the intellectual property to which it obtains rights and interests under the TMP in a timely fashion.
  - (d) Each Party shall have a non-exclusive, irrevocable, royalty-free license to use any intellectual property arising under this Agreement for research purposes only.
  - (e) Visiting researchers shall receive intellectual property rights and royalty shares earned by the host institutions from licensing of such intellectual property rights under the policies of the host institutions.

(2) In all other cases, to the extent required by its laws and regulations, each Party shall require all its participants to enter into specific agreements concerning the implementation of joint research and the respective rights and obligations of the participants. With respect to intellectual property, the agreements will normally address, among other things, ownership, protection, user rights for research purposes, exploitation and dissemination, including arrangements for joint publication, the rights and obligations of visiting researchers and dispute settlement procedures. The agreements may also address foreground and background information, licensing and deliverables.

E. While maintaining the conditions of competition in areas affected by this Agreement, each Party shall endeavor to ensure that rights acquired pursuant to this Agreement and arrangements made under it are exercised in such a way as to encourage, in particular, (i) the use of information created, or otherwise made available, under this Agreement and its dissemination insofar as this is in accordance both with the conditions set out in this Agreement, the provisions of Section IV hereof and any rules which may be in force under the Parties' domestic laws governing treatment of sensitive or confidential information in the nuclear field, and (ii) the adoption and implementation of international standards.

### III. Copyright Works

Consistent with the terms of this Agreement, copyright belonging to the Parties or to participants shall be accorded treatment consistent with the Agreement on Trade-Related Aspects of Intellectual Property Rights administered by the World Trade Organization.

### IV. Scientific Literary Works

Subject to the treatment provided for undisclosed information in Section V, the following procedures shall apply:

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce and publicly distribute information contained in scientific and technical journals, articles, reports, books, or other media, directly arising from joint research pursuant to this Agreement by or on behalf of the Parties.

B. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named. They shall also bear a clearly visible acknowledgment of the cooperative support of the Parties.

### V. Undisclosed Information

#### A. Documentary Undisclosed Information

1. Each Party and the participants shall identify at the earliest possible moment the information that they wish to remain undisclosed in relation to this Agreement, taking account, *inter alia*, of the following criteria:

- the information is secret in the sense that it is not, as a body or in the precise configuration or assembly of its components, generally known or readily accessible by lawful means;
- the information has actual or potential commercial value by virtue of its secrecy; and
- the information has been subject to steps that were reasonable under the circumstances by the person lawfully in control, to maintain its secrecy.

The Parties or the participants may in certain cases agree that, unless otherwise indicated, parts or all of the information provided, exchanged or created in the course of joint research pursuant to this Agreement may not be disclosed.

2. Each Party or participant shall ensure that undisclosed information under this Agreement and its ensuing privileged nature is readily recognizable as such by the other Party or participant, for example, by means of an appropriate marking or restrictive legend. This also applies to any reproduction of the said information, in whole or in part.
  - A Party or participant receiving undisclosed information pursuant to such agreement shall respect the privileged nature thereof. These limitations shall automatically terminate when this information is disclosed by the owner without restriction.
3. Undisclosed information communicated under this Agreement may be disseminated by the receiving Party or participant to persons employed by the receiving Party or participant including its contractors, and other concerned departments of the Party or participant authorized for the specific purposes of the joint research under way, provided that any undisclosed information so disseminated shall be protected to the extent provided by each Party's laws and regulations and shall be readily recognizable as such, as set out above.

#### B. Non-Documentary Undisclosed Information

- Non-documentary undisclosed or other confidential or privileged information provided in seminars and other meetings arranged under the Agreement, or information arising from the attachment of staff, use of facilities, or joint projects, shall be treated by the Parties or their designees according to the principles specified for documentary information in this Agreement, provided, however, that the recipient of such undisclosed or other confidential or privileged information has been made aware in writing of the confidential character of the information communicated not later than the time such a communication is made.

#### C. Control

- Each Party shall endeavor to ensure that undisclosed information received by it under this Agreement shall be 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 of paragraphs A and B above, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

VI. Dispute Settlement and New Types and Unforeseen Intellectual Property

- A. Disputes between the Parties concerning intellectual property shall be resolved in accordance with Art. X.3.
- B. In the event either Party or a participant concludes that a new type of intellectual property not covered in a TMP or agreement between participants may result from a cooperative activity undertaken pursuant to this Agreement, or if other unforeseen difficulties arise, the Parties shall enter into immediate discussions with the object of assuring that the protection, exploitation and dissemination of the intellectual property in question are adequately provided for in their respective territories.

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## LEGISLATIVE FINANCIAL STATEMENT

**Policy area(s): 08 DG RESEARCH**

**Activit(y/ies): 11 CONTROLLED THERMONUCLEAR FUSION**

**TITLE OF ACTION:**

AGREEMENT FOR CO-OPERATION BETWEEN THE EUROPEAN ATOMIC ENERGY COMMUNITY REPRESENTED BY THE COMMISSION OF THE EUROPEAN COMMUNITIES AND THE REPUBLIC OF KOREA IN THE FIELD OF FUSION ENERGY RESEARCH.

**1. BUDGET LINE(S) + HEADING(S)**

B6-6013 / 08 01 05 03

Other management expenditure for Research

**2. OVERALL FIGURES**

**2.1. Total allocation for action (Part B): 0.025 € million for commitment**

**Meetings, workshops, visits of officials and experts to Korea**

**2.2. Period of application:**

From the latter date of signature of the Agreement for 5 years. Likely date for signature: end 2003/beginning 2004.

**2.3. Overall multiannual estimate of expenditure:**

(a) Schedule of commitment appropriations/payment appropriations (financial intervention) *(see point 6.1.1)*

€ million *(to three decimal places)*

|             | Year<br>2004 | 2005  | 2006  | 2007  | 2008  | [n+5<br>and<br>subs.<br>Years] | Total |
|-------------|--------------|-------|-------|-------|-------|--------------------------------|-------|
| Commitments | 0.005        | 0.005 | 0.005 | 0.005 | 0.005 |                                | 0.025 |
| Payments    | 0.005        | 0.005 | 0.005 | 0.005 | 0.005 |                                | 0.025 |

(b) Technical and administrative assistance and support expenditure *(see point 6.1.2)*

|             |  |  |  |  |  |  |  |
|-------------|--|--|--|--|--|--|--|
| Commitments |  |  |  |  |  |  |  |
| Payments    |  |  |  |  |  |  |  |

|              |       |       |       |       |       |  |       |
|--------------|-------|-------|-------|-------|-------|--|-------|
| Subtotal a+b |       |       |       |       |       |  |       |
| Commitments  | 0.005 | 0.005 | 0.005 | 0.005 | 0.005 |  | 0.025 |
| Payments     | 0.005 | 0.005 | 0.005 | 0.005 | 0.005 |  | 0.025 |

- (c) Overall financial impact of human resources and other administrative expenditure  
(see points 7.2 and 7.3)

|                          |         |         |         |         |         |  |        |
|--------------------------|---------|---------|---------|---------|---------|--|--------|
| Commitments/<br>payments | 0.00216 | 0.00216 | 0.00216 | 0.00216 | 0.00216 |  | 0.0108 |
|--------------------------|---------|---------|---------|---------|---------|--|--------|

|             |         |         |         |         |         |  |        |
|-------------|---------|---------|---------|---------|---------|--|--------|
| TOTAL a+b+c |         |         |         |         |         |  |        |
| Commitments | 0.00716 | 0.00716 | 0.00716 | 0.00716 | 0.00716 |  | 0.0358 |
| Payments    | 0.00716 | 0.00716 | 0.00716 | 0.00716 | 0.00716 |  | 0.0358 |

#### 2.4. Compatibility with financial programming and financial perspective

[YES] Proposal is compatible with existing financial programming.

[NO] Proposal will entail reprogramming of the relevant heading in the financial perspective.

[NO] Proposal may require application of the provisions of the Interinstitutional Agreement.

#### 2.5. Financial impact on revenue:<sup>4</sup>

[NO] Proposal has no financial implications (involves technical aspects regarding implementation of a measure)

OR

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

*(NB All details and observations relating to the method of calculating the effect on revenue should be shown in a separate annex.)*

<sup>4</sup> For further information, see separate explanatory note.

(€ million to one decimal place)

| Budget line |  | Revenue                      | Prior to action<br>[Year<br>n-1] | Situation following action |       |       |       |       |       |  |
|-------------|--|------------------------------|----------------------------------|----------------------------|-------|-------|-------|-------|-------|--|
|             |  |                              |                                  | [Year<br>n]                | [n+1] | [n+2] | [n+3] | [n+4] | [n+5] |  |
|             |  | a) Revenue in absolute terms |                                  |                            |       |       |       |       |       |  |
|             |  | b) Change in revenue         | Δ                                |                            |       |       |       |       |       |  |

*(Please specify each budget line involved, adding the appropriate number of rows to the table if there is an effect on more than one budget line.)*

### 3. BUDGET CHARACTERISTICS

| Type of expenditure |          | New | EFTA contribution | Contributions from applicant countries | Heading in financial perspective |
|---------------------|----------|-----|-------------------|--|----------------------------------|
| Non-comp            | Non-diff | NO  | YES               | YES                                    | 3                                |

### 4. LEGAL BASIS

For the Agreement: Euratom Treaty Art. 101 § 2

Décision 2002/668/Euratom du Conseil du 3 juin 2002 relative au sixième programme-cadre de la Communauté européenne de l'énergie atomique (Euratom) pour des activités de recherche et de formation visant également à contribuer à la réalisation de l'Espace européen de la recherche (2002-2006) (JO L 232 du 29.8.2002, p. 34).

### 5. DESCRIPTION AND GROUNDS

#### 5.1. Need for Community intervention <sup>5</sup>

##### 5.1.1. Objectives pursued

The ITER negotiating mandate given to the Commission by the Council directs the Commission "to conduct negotiations on the establishment of an international framework allowing the ITER ... EDA ... Parties **and qualified third countries** to prepare jointly for the future establishment of an ITER legal entity for ITER construction and operation if and when so decided." The current Participants in the Negotiations are Canada, China, Euratom, Japan, the Russian Federation, and the US. All were involved in the ITER EDA except for China which acceded to the Negotiations in February 2003 as a qualified third country. On 19 June 2003 the Republic of Korea was unanimously accepted as a Participant in the Negotiations for the ITER project, following consultation among the then Participants, as a "qualified third country".

<sup>5</sup> For further information, see separate explanatory note.

The objective of this Agreement is to intensify cooperation between the Parties in the areas covered by their respective fusion programs, on the basis of mutual benefit and overall reciprocity, in order to develop the scientific understanding and technological capability underlying a fusion energy system.

5.1.2. *Measures taken in connection with ex ante evaluation*

NA

5.1.3. *Measures taken following ex post evaluation*

NA

**5.2. Action envisaged and budget intervention arrangements**

100% subsidy (Missions to Korea by Commission officials and experts; organisation of workshops, seminars and meetings in the European Community and in Korea)

**5.3. Methods of implementation**

The collaborations will be implemented according to the terms of the Agreement, in particular Art. 5.

**6. FINANCIAL IMPACT**

**6.1. Total financial impact on Part B - (over the entire programming period)**

2 Coordinating Committees per year.

2,500 € per meeting including missions expenditure.

6.1.1. *Financial intervention*

Commitments (in € million to three decimal places)

| Breakdown    | [Year n] | [n+1] | [n+2] | [n+3] | [n+4] | [n+5 and subs. Years] | Total |
|--------------|----------|-------|-------|-------|-------|-----------------------|-------|
| Action 1     | 0.005    | 0.005 | 0.005 | 0.005 | 0.005 |                       | 0.025 |
| Action 2     |          |       |       |       |       |                       |       |
| etc.         |          |       |       |       |       |                       |       |
| <b>TOTAL</b> | 0.005    | 0.005 | 0.005 | 0.005 | 0.005 |                       | 0.025 |

6.1.2. *Technical and administrative assistance, support expenditure and IT expenditure (commitment appropriations)*

|  | [Year<br>n] | [n+1] | [n+2] | [n+3] | [n+4] | [n+5<br>and<br>subs.<br>Years] | Total |
|--|-------------|-------|-------|-------|-------|--------------------------------|-------|
| 1) Technical and administrative assistance   |             |       |       |       |       |                                |       |
| a) Technical assistance offices  |             |       |       |       |       |                                |       |
| b) Other technical and administrative assistance:<br>- intra muros:<br>- extra muros:<br><i>of which for construction and maintenance of computerised management systems</i> |             |       |       |       |       |                                |       |
| Subtotal 1   |             |       |       |       |       |                                |       |
| 2) Support expenditure   |             |       |       |       |       |                                |       |
| a) Studies   |             |       |       |       |       |                                |       |
| b) Meetings of experts   |             |       |       |       |       |                                |       |
| c) Information and publications  |             |       |       |       |       |                                |       |
| Subtotal 2   |             |       |       |       |       |                                |       |
| <b>TOTAL</b>   |             |       |       |       |       |                                |       |

**6.2. Calculation of costs by measure envisaged in Part B (over the entire programming period)<sup>6</sup>**

*(Where there is more than one action, give sufficient detail of the specific measures to be taken for each one to allow the volume and costs of the outputs to be estimated.)*

Commitments (in € million to three decimal places)

| Breakdown       | Type of outputs (projects, files ) | Number of outputs (total for years 1...n) | Average unit cost | Total cost (total for years 1...n) |
|-----------------|------------------------------------|---|-------------------|------------------------------------|
|                 | 1                                  | 2   | 3                 | 4=(2X3)                            |
| <u>Action 1</u> |                                    |   |                   |                                    |
| - Measure 1     |                                    |   |                   |                                    |
| - Measure 2     |                                    |   |                   |                                    |
| <u>Action 2</u> |                                    |   |                   |                                    |
| - Measure 1     |                                    |   |                   |                                    |
| - Measure 2     |                                    |   |                   |                                    |
| - Measure 3     |                                    |   |                   |                                    |
| etc.            |                                    |   |                   |                                    |
| TOTAL COST      |                                    |   |                   |                                    |

*If necessary explain the method of calculation*

**7. IMPACT ON STAFF AND ADMINISTRATIVE EXPENDITURE**

**7.1. Impact on human resources**

No new staff required

1 permanent post grade A for 1% of time

1 permanent post grade B for 1% of time

<sup>6</sup> For further information, see separate explanatory note.

| Types of post                |   | Staff to be assigned to management of the action using existing and/or additional resources |                           | Total | Description of tasks deriving from the action                          |
|------------------------------|---|---|---------------------------|-------|--|
|                              |   | Number of permanent posts   | Number of temporary posts |       |  |
| Officials or temporary staff | A | 0.01  |                           |       | <i>If necessary, a fuller description of the tasks may be annexed.</i> |
|                              | B | 0.01  |                           |       |  |
|                              | C |   |                           |       |  |
| Other human resources        |   |   |                           |       |  |
| Total                        |   | 0.02  |                           |       |  |

## 7.2. Overall financial impact of human resources

| Type of human resources                        | Amount (€) | Method of calculation * |
|--|------------|-------------------------|
| Officials                                      | 2,160 €    | 108,000*0.02            |
| Temporary staff                                |            |                         |
| Other human resources<br>(specify budget line) |            |                         |
| Total  | 2,160€     |                         |

The amounts are total expenditure for twelve months.

## 7.3. Other administrative expenditure deriving from the action

| Budget line:<br>(number and heading)            | Amount € | Method of calculation |
|---|----------|-----------------------|
| <b>Overall allocation (Title A7)</b>            |          |                       |
| A0701 – Missions                                |          |                       |
| A07030 – Meetings                               |          |                       |
| A07031 – Compulsory committees <sup>1</sup>     |          |                       |
| A07032 – Non-compulsory committees <sup>1</sup> |          |                       |
| A07040 – Conferences                            |          |                       |
| A0705 – Studies and consultations               |          |                       |
| Other expenditure (specify)                     |          |                       |
| <b>Information systems (A-5001/A-4300)</b>      |          |                       |
| <b>Other expenditure - Part A (specify)</b>     |          |                       |
| Total   |          |                       |

The amounts are total expenditure for twelve months.

<sup>1</sup> Specify the type of committee and the group to which it belongs.

|      |                               |          |
|------|-------------------------------|----------|
| I.   | Annual total (7.2 + 7.3)      | 2,160 €  |
| II.  | Duration of action            | 5 years  |
| III. | Total cost of action (I x II) | 10,800 € |

The needs for human and administrative resources shall be covered within the allocation granted to the managing DG in the framework of the annual allocation procedure

## **8. FOLLOW-UP AND EVALUATION**

### **8.1. Follow-up arrangements**

The follow up of collaborations will be made according to the terms of the Agreement, particularly Art.4, and submitted for Approval to the relevant Consultative Committee, CCE-FU.

### **8.2. Arrangements and schedule for the planned evaluation**

The evaluation of collaborations will be made annually according to the terms of the Agreement, particularly Art.4, and submitted for Approval to the relevant Consultative Committee, CCE-FU.

## **9. ANTI-FRAUD MEASURES**

Numerous administrative and financial controls are foreseen at each stage of the co-operation activities in the context of this agreement. This concerns in particular:

- \* checks on different levels of the cost statements before payment (financial, scientific and technical control)
- \* internal audit
- \* controls (including inspections done at the place of work) by the audit service of the Commission and by the EU Court of Auditors.