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European Union

Brussels, 8 September 2017  
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RECH 360  
RHJ 8  
MED 44

## DECLASSIFICATION

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Subject: Recommendation from the Commission to the Council authorising the Commission to negotiate an agreement on scientific and technological cooperation between the European Community and the Hashemite Kingdom of Jordan

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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.

# RESTREINT UE



**COUNCIL OF  
THE EUROPEAN UNION**

**Brussels, 27 November 2007**

**15009/07**

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## **COVER NOTE**

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from: Secretary-General of the European Commission,  
signed by Mr Jordi AYET PUIGARNAU, Director

date of receipt: 22 November 2007

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

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Subject: Recommendation from the Commission to the Council authorising the  
Commission to negotiate an agreement on scientific and technological  
cooperation between the European Community and the Hashemite Kingdom of  
Jordan

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Delegations will find attached the Commission document **SEC(2007) 1541 final**.

Encl.: **SEC(2007) 1541 final**



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 21.11.2007  
SEC(2007)1541 final

RESTREINT UE

**RECOMMENDATION FROM THE COMMISSION TO THE COUNCIL**

**authorising the Commission to negotiate an agreement on scientific and technological cooperation between the European Community and the Hashemite Kingdom of Jordan**

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## 1. EXPLANATORY MEMORANDUM

1. The Euro-Mediterranean Agreement establishing an association (hereinafter referred to as "the association agreement") between the European Communities and their Member States, on the one side, and the Hashemite Kingdom of Jordan (hereinafter referred to as "Jordan"), on the other, entered into force the 1<sup>st</sup> of May 2002. Article 64 of this agreement identifies scientific and technological cooperation as an area of particular interest and potential, and provides, amongst other things, for the establishment of permanent links between the parties' scientific communities. Similarly, Article 62 mentions that regional cooperation will focus, amongst other things, on scientific and technological research.

The European Neighbourhood Policy provides a new framework for the development of the Association Agreement. The Commission Communication COM (2004) 373 final of 12 May 2004 includes science and technological co-operation, research and development as one of the priority areas of our relationship with the Mediterranean countries. Within this context of the European Neighbourhood Policy an action plan will identify actions of implementation of the article 62 of the Association Agreement. This action plan includes measures to strengthen cooperation in all fields, in particular to reinforce cooperation in the field of science and technology. The co-operation established within the framework of the Scientific and Technological Agreement will be in accordance with this action plan.

Moreover, in view of the forthcoming EU-Africa partnership on "Science, Information Society and Space", which will be agreed upon within the framework of the Joint EU-Africa Strategy, it will be appropriate to ensure coherence and consistency with the broader Pan-African framework which includes both MEDA and Sub Sahara African countries.

2. The Community and Jordan have been cooperating for many years in various fields of science and technology. Several joint research projects involving Jordanian RTD bodies have thus been financed by the Commission under the Community programmes since the eighties. Under the Sixth Framework Programme, Jordanian institutions have participated in 50 projects, some of them still running, and they are also involved in structural activities aiming at reinforcing Euro-Med S&T cooperation in FP7.
3. In the context of the implementation of an ambitious international dimension of the European Research Area (see Commission communication COM/2001/346 final of 25 June, 2001, "The International Dimension of the European Research Area"), the Commission underlined the need to strengthen relations with the Mediterranean partner countries in the fields of science, technology and innovation in order to promote the socio-economic progress of the whole Euro-Mediterranean area.

4. Jordan is an active partner, with important advantages, such as:
- a network of universities and higher education institutions well developed and with well equipped research and technological applications centres, like the NCARTT (National Centre for Agricultural Research and Technology Transfer) in the field of agronomy;
  - a good integration in the international and regional scientific networks which participate in the Global Forum of Sustainable Development and in the International conventions of the CNUED (biodiversity, desertification...);
  - the capacity to act as a hub for scientific cooperation with the other countries of the region (Syria, Lebanon, Palestinian Authority, Israel, Egypt and Turkey). At regional level, Jordan contributes actively to the works of the MoCo (Euro-Mediterranean Monitoring Committee for RTD co-operation) where it is represented by the “Higher Council for Science and Technology” (HCST). The HCST was established in 1987 to build a national science and technology base and to contribute to the achievement of national developmental objectives. The Council was also entrusted with the establishment of specialized centres for R&D activity where appropriate, and represents the kingdom in regional and international S&T activities.
  - In the field of Information Society, Jordan has participated to EUMEDCONNECT, one of the EUMEDIS projects, which ensures the connection of research networks and permits to use it as research infrastructure for common Information Society projects of the EU Member States and the Mediterranean countries.
5. Wishing to reinforce its capacities in research and innovation, Jordan implemented in 2002 an evaluation of its research system and research policy and programmes. The final report recommended the creation of a national research system able to draw and set up a policy for Science, Technology and Innovation involving all the sectors, especially the SMEs. The priority domains presented as best prepared for international and regional co-operation were Energy, Sustainable development (water and natural resources management), Health, Agriculture and Archaeology. In addition, Jordanian organizations participated in several Information Society projects in the context of the ICT part of the 6<sup>th</sup> Framework Programme of Research and Innovation of the European Union. An increased participation of Jordan is expected for the 7<sup>th</sup> Framework Programme. The Jordanian Government adopted a strategic document for 2005-2010 to better integrate science and technology in its national programmes, to establish a scientific and technological basis mobilising multidisciplinary and inter-institutional networks, and to reinforce partnerships and synergies between the scientific community and the actors of innovation. The domains identified are in line with FP7 priorities, and a cooperation of Jordan research institutions in international scientific teams would certainly contribute to enhance the Jordanian national research system, as it will improve the S&T cooperation in the region.

6. By letter dated 20th February 2007 the Jordanian Minister of Planning and International Cooperation, Ms. Suhair Al-Ali submitted a formal request to commence negotiations on an S&T cooperation agreement. At the last sub-committee meeting on research, innovation and information society, which took place on the 27<sup>th</sup> February 2007, the Jordan delegation presented the latest developments of the Jordan S&T strategy and expressed the hope that negotiations would be launched as soon as possible. In a letter dated 14<sup>th</sup> March 2007, Commissioner Potočnik announced to the Jordanian Minister that the internal decision making procedures to conclude such an S&T agreement would be launched.
7. Accordingly, concluding an S&T agreement with Jordan would be in the mutual interest of both the Community and Jordan, as it will lead to further and increased S&T cooperation with Jordan. This in turn will contribute to the development and competitiveness of Jordan and the region, in the interests of the EU.

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## 2. RECOMMENDATION

In the light of the above, the Commission recommends that:

- the Council authorises the Commission to negotiate, on behalf of the European Community, an agreement on scientific and technological cooperation between the European Community and the Hashemite Kingdom of Jordan covering the activities of the European Community's framework programmes for research, technological development and demonstration activities;
- the Council appoints a special committee to assist it in this task; and
- the Council issues the negotiating directives as set out in the Annex.

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## ANNEX

### NEGOTIATING DIRECTIVES

For an Agreement on scientific and technological cooperation between the European Community and the Hashemite Kingdom of Jordan

#### 1. Subject

The aim of the negotiations is to conclude an agreement on scientific and technological cooperation.

The purpose of this agreement is to establish cooperation under the framework programmes of the European Community for research, technological development and demonstration activities, hereinafter referred to as "the framework programme". This cooperation should be to the benefit of both parties.

The provisions of this agreement shall take the principles and provisions of the European Neighbourhood Policy fully into account.

#### 3. Guiding principles

Cooperation under this agreement shall ensure reciprocal access for research bodies from the two parties to their activities in similar fields of research and development and appropriate protection of industrial and intellectual property, with the objective of acting to the mutual benefit of both parties.

#### 4. Scope of the cooperation

The cooperation established by this agreement shall cover the activities of the framework programme and the equivalent activities in Jordan.

#### 5. Forms and methods of cooperation

Cooperation shall take the following forms:

- full participation, under the agreement, of Jordanian research and development bodies in indirect research actions under the framework programme of the European Community and reciprocal participation by research bodies from the European Community in Jordanian research projects in similar sectors. Participation by Jordanian bodies in indirect Community research actions shall be subject to the rules for the participation of undertakings, research centres and universities in actions under the Framework Programme and for the dissemination of research results;
- visits and exchanges of scientists, organisation of scientific and technical events;



- studies and evaluations aiming to strengthen and structure cooperation between the two parties;
- promotion of any other activity aimed at facilitating the implementation of this agreement, particularly the exchange of scientific and technical information and coordination activities.

6. Duration

The agreement shall be concluded for an unlimited period. It may be terminated at any time by either party upon six months' written notice.

7. Dissemination and utilisation of information

Participation of Jordanian bodies in indirect Community RTD action and the dissemination and exploitation of results, including intellectual property rights, shall be subject to the rules adopted by the European Parliament and the Council for the Community's research programmes under Article 167 of the Treaty and, where appropriate, to the guiding principles on the allocation of intellectual property rights applicable to scientific and technological cooperation agreements with third countries, as laid down in the Joint Declaration of the Council and the Commission of 26 June 1992.

*Mutatis mutandis*, entities from the Community participating in Jordanian research activities under this agreement shall have the same rights and obligations as Jordanian entities.

8. Financing

As far as the participation of Jordanian research bodies in indirect Community research action in the framework programme is concerned, the provisions adopted by the European Parliament and the Council under Article 167 of the EC Treaty applicable to bodies from third countries shall apply.

9. Management of the agreement

A Joint Scientific and Technological Cooperation Committee shall be set up to promote, monitor and assess the various activities under the agreement. It shall consist of representatives of the Commission on the one part and representatives of the Hashemite Kingdom of Jordan on the other.

The Committee shall normally meet once a year. Extraordinary meetings may be held at the request of either of the parties. Its meetings will be coordinated with those of the Research and Innovation sub-committee of the Association Agreement. The conclusions of the Committee meetings will be sent for information to the Association Committee of the Euro-Mediterranean Agreement between the European Union and the country concerned.

10. Modifications of the agreement

The Joint Scientific and Technological Cooperation Committee shall be authorised to modify the agreement by mutual consent.

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## LEGISLATIVE FINANCIAL STATEMENT

### 1. NAME OF THE PROPOSAL

RECOMMENDATION FROM THE COMMISSION TO THE COUNCIL authorising the Commission to negotiate an agreement on scientific and technological cooperation between the European Community and the Hashemite Kingdom of Jordan

### 2. ABM / ABB FRAMEWORK

Policy strategy and coordination of, in particular, the Directorates General RTD, JRC, ENTR, INFSO and TREN.

### 3. BUDGET LINES

3.1 Budget lines (operational lines and related technical and administrative assistance lines (ex- B.A lines) including headings:

Administrative budget lines for the specific programmes of the Framework programme of the European Community (XX.01.05.03)

3.2. Duration of the action and of the financial impact:

This agreement shall be concluded for an unlimited period. It may be terminated at any time by either party upon six months' notice.

3.3. Budgetary characteristics (*add rows if necessary*):

Budget line	Expenditure type		New	EFTA contribution	Contributions from applicant countries	Heading in financial perspective
XX.01.05.03	Non-comp	Non-diff <sup>1</sup>	NO	YES	YES	NO

<sup>1</sup> Non-differentiated appropriations.

## 4. SUMMARY OF RESOURCES

### 4.1 Financial Resources

#### 4.1.1. Summary of commitment appropriations (CA) and payment appropriations (PA)

EUR million (to 3 decimal places)

Expenditure type	Section no.	Year 2007	Year 2008	n+2	n+3	n+4	N+5 and later.	Total
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#### Operational expenditure<sup>2</sup>

Commitment Appropriations (CA)	8.1	a	0	0				
Payment Appropriations (PA)		b	0	0				

#### Administrative expenditure within reference amount<sup>3</sup>

Technical & administrative assistance (NDA)	8.2.4	c	0.117	0.117				0.234
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#### TOTAL REFERENCE AMOUNT

Commitment Appropriations		a+c	0.117	0.117				0.234
Payment Appropriations		b+c	0.117	0.117				0.234

#### Administrative expenditure not included in reference amount<sup>4</sup>

<sup>2</sup> Expenditure that does not fall under Chapter xx 01 of the Title xx concerned.

<sup>3</sup> Expenditure within Article xx 01 04 of Title xx.

<sup>4</sup> Expenditure within Chapter xx 01 other than Articles xx 01 04 or xx 01 05.

Human resources and associated expenditure (NDA)	8.2.5	d	0.0585	0.0585					0.117
Administrative costs, other than human resources and associated costs, not included in reference amount (NDA)	8.2.6	e	0	0					

### Total indicative financial cost of intervention

<b>TOTAL CA including cost of Human Resources</b>		a+c+d+e	0.1755	0.1755					0.351
<b>TOTAL PA including cost of Human Resources</b>		b+c+d+e	0.1755	0.1755					0.351

### Co-financing details

No co-financing required

#### 4.1.2 Compatibility with Financial Programming

Proposal is compatible with existing financial programming.

Proposal will entail reprogramming of the relevant heading in the financial perspective.

Proposal may require application of the provisions of the Interinstitutional Agreement<sup>5</sup> (i.e. flexibility instrument or revision of the financial perspective).

#### 4.1.3 Financial impact on Revenue

Proposal has no financial implications on revenue

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

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

*EUR million (to one decimal place)*

<sup>5</sup> See points 19 and 24 of the Interinstitutional agreement.

4.2 Human Resources FTE (including officials, temporary and external staff) – see detail under point 8.2.1.

Use of existing human resources. The Commission is not requesting additional staff to negotiate the agreement.

## 5. CHARACTERISTICS AND OBJECTIVES

**Details of the context of the proposal are required in the Explanatory Memorandum. This section of the Legislative Financial Statement should include the following specific complementary information:**

5.1. Needs to be met in the short or long term:

This legislative proposal is the first step towards the signature of an S&T agreement with the Hashemite Kingdom of Jordan.

5.2 Value-added of Communities involvement and coherence of the proposal with other financial instruments and possible synergy:

Community funding is indispensable as this cooperation agreement contributes to the implementation of the framework programme, including the budget heading covering administrative expenditure borne by the Community (missions by experts and EU officials), organisation of workshops, seminars and meetings in the European Community and Jordan.

5.3 Objectives, expected results and related indicators of the proposal in the context of the ABM framework.

The main objective is to stimulate cooperation between the European Community and Jordan in the areas covered by the RTD framework programmes:

- the agreement is designed to enable the Community and Jordan to profit, on the basis of the principle of mutual benefit, from the scientific and technological progress achieved under their respective research programmes, by means of participation by the Jordanian scientific community and Jordanian industry in Community research projects and independent participation, without funding, by bodies established in the Community in Jordanian projects;
- beneficiaries in the EC and Jordan will be the scientific communities, industry and the general public, thanks to the direct and indirect effects of cooperation.

5.4. Method of Implementation (indicative)

Show below the method(s)<sup>6</sup> chosen for the implementation of the action.

X Centralised Management

X Directly by the Commission

Indirectly by delegation to:

Executive Agencies

Bodies set up by the Communities as referred to in Art. 185 of the Financial Regulation

National public-sector bodies/bodies with public-service mission.

*Shared or decentralised management*

With Member States

With third countries

*Joint management with international organisations (please specify)*

Relevant *comments*:

## 6. MONITORING AND EVALUATION

The cooperation agreement will be regularly assessed by the relevant Commission services.

The assessment will cover the following:

a) Compilation of available information: based on the data from the specific programmes of the Framework programme.

b) General assessment of the operation: an evaluation of all the cooperation activities under this agreement will be made by the European Commission's departments.

## 7. ANTI-FRAUD MEASURES

When the implementation of the framework programme calls for the use of external contractors or implies granting financial contributions to third parties, the Commission will carry out, where

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<sup>6</sup> If more than one method is indicated please provide additional details in the "Relevant comments" section of this point.

appropriate, financial audits, in particular if it has reason to doubt the realistic nature of work performed or described in the activity reports.

The Community's financial audits will be carried out either by its own staff or by accounting experts approved according to the law of the audited party. The Community will choose the latter freely, while avoiding any risks of conflicts of interest which might be indicated to it by the party subject to the audit.

In addition, in carrying out the research activities, the Commission will ensure that the financial interests of the European Communities are protected by effective checks and, where irregularities are detected, by proportionate and dissuasive measures and penalties.

In order to achieve this aim, rules on checks, measures and penalties, with references to Regulations No 2988/95, 2185/96, 1073/99 and 1074/99 will be set out in all contracts used in the implementation of the framework programme.

In particular, the following points will have to be provided for in the contracts:

the introduction of specific contractual clauses to protect the financial interests of the EC in carrying out checks and controls in relation to the work performed;

the carrying out of administrative checks as part of anti-fraud measures, in accordance with Regulations No 2185/96, No 1073/1999 and No 1074/1999;

the application of administrative penalties for all intentional or negligent irregularities in the implementation of the contracts, in accordance with the framework Regulation No 2988/95, including a blacklisting mechanism;

the fact that possible recovery orders in case of irregularities and fraud be enforceable according to Article 256 of the EC Treaty.

In addition and as routine measures, an internal audit and control programme in respect of scientific and budgetary aspects will be carried out by the DG Research staff responsible; an internal audit will be carried out by the Internal audit Unit of DG Research; and local inspections will be undertaken by this Unit and the Court of Auditors of the European Union.



8.

**DETAILS OF RESOURCES**

8.1 Objectives of the proposal in terms of their financial cost: **NA**

*Commitment appropriations in EUR million (to 3 decimal places)*

Headings of Objectives, actions and outputs should be provided)	Type of output	Av. cost	Year n		Year n+1		Year n+2		Year n+3		Year n+4		Year n+5 and later		TOTAL	
			No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost	No. outputs	Total cost
OPERATIONAL OBJECTIVE No.1 <sup>7</sup>																
Action 1.....																
Output 1																
Output 2																
Action 2.....																
Output 1																
Sub-total Objective 1																
OPERATIONAL OBJECTIVE No.2																
Action 1.....																
Output 1																
Sub-total Objective 2																
OPERATIONAL OBJECTIVE No. n																
Sub-total Objective n																
<b>TOTAL COST</b>																

<sup>7</sup> As described under Section 5.3.

## 8.2 Administrative Expenditure

### 8.2.1 Number and type of human resources

#### Use of existing human resources

Types of post		Staff to be assigned to management of the action using existing and/or additional resources ( <b>number of posts/FTEs</b> )					
		2007	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5
Officials or temporary staff <sup>8</sup> (XX 01 01)	A*/AD						
	B*, C*/AST						
Staff financed <sup>9</sup> by Art. XX 01 02							
Other staff financed <sup>10</sup> by Art. XX 01 04/05							
<b>TOTAL</b>							

### 8.2.2 Description of tasks deriving from the action

Expenses expected in connection with the negotiation of the Agreement are for meetings held in Brussels and the Hashemite Kingdom of Jordan.

### 8.2.3 Sources of human resources (statutory)

*When more than one source is stated, please indicate the number of posts originating from each of the sources)*

- Posts currently allocated to the management of the programme to be replaced or extended
- Posts pre-allocated within the APS/PDB exercise for year n
- Posts to be requested in the next APS/PDB procedure

<sup>8</sup> Cost of which is NOT covered by the reference amount.

<sup>9</sup> Cost of which is NOT covered by the reference amount.

<sup>10</sup> Cost of which is included within the reference amount.

- Posts to be redeployed using existing resources within the managing service (internal redeployment)
- Posts required for year n although not foreseen in the APS/PDB exercise of the year in question

8.2.4 Other administrative expenditure included in reference amount  
(08 01 04/05 – Expenditure on administrative management)

EUR million (to 3 decimal places)

Budget line (number and heading)	2007	2008	Year n+2	Year n+3	Year n+4	Year n+5 and later	TOTAL
<b>1. Technical and administrative assistance (including related staff costs)</b>							
Executive agencies <sup>11</sup>							
Other technical and administrative assistance	0.117	0.117					0.234
<i>intra muros</i>	0.117	0.117					0.234
<i>extra muros</i>							
<b>Total Technical and administrative assistance</b>	0.117	0.117					0.234

8.2.5 Financial cost of human resources and associated costs not included in the reference amount

EUR million (to 3 decimal places)

Type of human resources	2007	2008	Year n+2	Year n+3	Year n+4	Year n+5 and later
Officials and temporary staff (08 01 01)	0.0585	0.0585				
Staff financed by Art XX 01 02 (auxiliary, END, contract staff, etc.) (specify budget line)	0	0				
<b>Total cost of Human Resources and associated costs (NOT in reference amount)</b>	0.0585	0.0585				

<sup>11</sup> Reference should be made to the specific legislative financial statement for the Executive Agency(ies) concerned.

Calculation– *Officials and Temporary agents*

Reference should be made to Point 8.2.1, if applicable

Amount given on the basis of the annual cost of an official (all categories included) i.e.:

$$117\,000 \text{ euro}/2 = 58\,500$$

Calculation– *Staff financed under Art. XX 01 02*

Reference should be made to Point 8.2.1, if applicable

8.2.6 Other administrative expenditure not included in reference amount

EUR million (to 3 decimal places)

	2007	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5 and later	TOTAL
XX 01 02 11 01 – Missions							
XX 01 02 11 02 – Meetings & Conferences							
XX 01 02 11 03 – Committees <sup>12</sup>							
XX 01 02 11 04 – Studies & consultations							
XX 01 02 11 05 - Information systems							
<b>2. Total Other Management Expenditure (XX 01 02 11)</b>							
<b>3. Other expenditure of an administrative nature</b> (specify including reference to budget line)							
<b>Total Administrative expenditure, other than human resources and associated costs (NOT included in reference amount)</b>							

Calculation - *Other administrative expenditure not included in reference amount*

<sup>12</sup> Specify the type of committee and the group to which it belongs.