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Legislation

Contents

I *Acts whose publication is obligatory*

.....

II *Acts whose publication is not obligatory*

Council

88/509/EEC:

- ★ Council Decision of 26 September 1988 concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Republic of Austria on research related to advanced materials (Euram) 1

Cooperation Agreement between the European Economic Community and the Republic of Austria on research related to advanced materials (Euram) 2

88/510/EEC:

- ★ Council Decision of 26 September 1988 concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of wood, including cork, as a renewable raw material 5

Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of wood, including cork, as a renewable raw material 6

88/511/EEC:

- ★ Council Decision of 26 September 1988 concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of the recycling and utilization of waste 11

Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of the recycling and utilization of waste 12

Contents (continued)

88/512/EEC:

- ★ Council Decision of 26 September 1988 concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Republic of Finland on research in the field of wood, including cork, as a renewable raw material 17

Cooperation Agreement between the European Economic Community and the Republic of Finland on research in the field of wood, including cork, as a renewable raw material 18

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 26 September 1988

concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Republic of Austria on research related to advanced materials (Euram)

(88/509/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 235 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament⁽¹⁾,

Whereas, by Decision 86/235/EEC⁽²⁾, the Council adopted a research programme on materials (raw materials and advanced materials) (1986 to 1989) which includes a subprogramme on advanced materials (Euram); whereas Article 6 of that Decision authorizes the Commission to negotiate agreements with third States, in particular those involved in European cooperation in the field of scientific and technical research (COST), with a view to associating them wholly or partly with this programme;

Whereas, by Decision 87/177/EEC⁽³⁾, the Council approved, on behalf of the European Economic Community, the Framework Agreement for scientific and technical cooperation between the European Communities and the Republic of Austria, among others;

Whereas a Cooperation Agreement has been negotiated between the European Economic Community and the Republic of Austria on research related to advanced materials (Euram); whereas that Agreement should be approved;

Whereas the Treaty has not provided the necessary powers, other than those of Article 235,

HAS DECIDED AS FOLLOWS:

Article 1

The Cooperation Agreement between the European Economic Community and the Republic of Austria on research related to advanced materials (Euram) is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The President of the Council shall give the notification provided for in Article 7 of the Agreement on behalf of the Community⁽⁴⁾.

Done at Brussels, 26 September 1988.

For the Council
The President
Th. PANGALOS

⁽¹⁾ OJ No C 167, 27. 6. 1988, p. 423.

⁽²⁾ OJ No L 159, 14. 6. 1986, p. 36.

⁽³⁾ OJ No L 71, 14. 3. 1987, p. 29.

⁽⁴⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

COOPERATION AGREEMENT

between the European Economic Community and the Republic of Austria on research related to advanced materials (Euram)

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter called 'the Community',

and

THE REPUBLIC OF AUSTRIA,

hereinafter called 'Austria',

both hereinafter called the 'Contracting Parties',

WHEREAS the Community and Austria concluded a Framework Agreement for scientific and technical cooperation which entered into force on 30 July 1987;

WHEREAS, by Decision of 10 June 1986, the Council of the European Communities adopted, for a period of four years from 1 January 1986, a research programme on materials which includes a subprogramme on advanced materials (Euram), hereinafter referred to as 'the Community programme';

WHEREAS comprehensive research and development activities in the field of the materials sector are carried out in Austria;

WHEREAS the Contracting Parties expect to derive mutual benefit from cooperation in the field of research on the materials sector and to avoid useless duplication of effort;

HAVE AGREED AS FOLLOWS:

Article 1

1. The Community and Austria shall cooperate in the research areas covered by the Community programme as set out in the Annex.

2. Coordination of the cooperation shall be the joint responsibility of the Commission of the European Communities, hereinafter referred to as the 'Commission' and of the Federal Ministry of Science and Research of Austria.

Article 2

The objective of the cooperation referred to in Article 1 (1) is to bring together the research efforts of the Contracting Parties with a view to deriving greater benefit from the respective expertise.

Article 3

1. In order to implement the cooperation, persons and undertakings from Austria are hereby entitled to submit research projects, in the areas covered by the Community programme, in association with persons and undertakings from the Community. The research projects shall indicate clearly the leadership of the project.

2. Austrian persons and undertakings may be co-signatories of the related research contracts with the Commission.

Article 4

1. For Austrian persons and undertakings the terms and conditions for the submission and evaluation of research projects and the terms and conditions for the granting and conclusion of research contracts under the Community programme shall be the same as those applicable to persons and undertakings in the Community.

2. However, the Austrian persons and undertakings shall bear the costs necessary to carry out the part, defined by them of the said research projects.

3. The research contracts referred to in paragraph 1 shall lay down the rights and obligations of Austrian persons and undertakings.

4. The Commission and the Federal Ministry of Science and Research of Austria shall, in accordance with their existing procedures, jointly monitor the proper execution of the said research contracts.

Article 5

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European

Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the Republic of Austria.

Article 6

The Annex to this Agreement shall be an integral part thereof.

Article 7

This Agreement shall be concluded for the duration of the Community programme and shall be approved by the

Contracting Parties in accordance with their existing procedures. It shall enter into force on the date on which the Contracting Parties have notified each other of the completion of the procedures necessary for this purpose.

Article 8

This Agreement shall be drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each of these texts being equally authentic.

ANNEX

COMMUNITY PROGRAMME IN THE FIELD OF ADVANCED MATERIALS (EURAM)

(1986 to 1989)

The Community programme shall cover the following research areas:

1. *Metallic materials*

- 1.1. Light aluminium-based alloys
- 1.2. Light magnesium-based alloys
- 1.3. Light titanium-based alloys
- 1.4. Electronic and electrical-contact materials
- 1.5. High-performance magnetic materials
- 1.6. Materials for surface coating for machine tool and cutting equipment
- 1.7. Thin-walled castings

2. *Engineering ceramics*

- 2.1. Optimization of engineering ceramics
- 2.2. Study of metal/ceramic interface: cermets
- 2.3. Ceramic composites with fibres and whiskers
- 2.4. High-temperature behaviour of engineering ceramics

3. *Composite materials*

- 3.1. Organic-matrix composites
- 3.2. Metallic-matrix composites
- 3.3. Ceramic-matrix composites
- 3.4. Other specific advanced materials

The work shall be carried out as shared-costs contract research and coordination and training activities.

COUNCIL DECISION

of 26 September 1988

concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of wood, including cork, as a renewable raw material

(88/510/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 235 thereof,

Having regard to the proposal from the Commission ⁽¹⁾,

Having regard to the opinion of the European Parliament ⁽²⁾,

Whereas, by Decision 86/235/EEC ⁽³⁾, the Council adopted as research programme on materials (raw materials and advanced materials) (1986 to 1989) which includes a subprogramme on wood, including cork, as a renewable raw material; whereas Article 6 of that Decision authorizes the Commission to negotiate agreements with third States, in particular those involved in European cooperation in the field of scientific and technical research (COST), with a view to associating them fully or partly with this programme;

Whereas, by Decision 87/177/EEC ⁽⁴⁾, the Council approved the conclusion on behalf of the European Economic Community of the Framework Agreement for scientific and technical cooperation between the European Communities and, among others, the Kingdom of Sweden;

Whereas the Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of wood, including cork, as a renewable raw material should be approved;

Whereas the treaty does not provide, for the action concerned, powers, other than those of Article 235,

HAS DECIDED AS FOLLOWS:

Article 1

The Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of wood, including cork, as a renewable raw material is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The President of the Council shall give the notification provided for in Article 10 of the Agreement ⁽⁵⁾.

Done at Brussels, 26 September 1988.

For the Council

The President

Th. PANGALOS

⁽¹⁾ OJ No C 51, 23. 2. 1988, p. 10.

⁽²⁾ OJ No C 167, 27. 6. 1988, p. 423.

⁽³⁾ OJ No L 159, 14. 6. 1986, p. 36.

⁽⁴⁾ OJ No L 71, 14. 3. 1987, p. 29.

⁽⁵⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

COOPERATION AGREEMENT

between the European Economic Community and the Kingdom of Sweden on research in the field of wood, including cork, as a renewable raw material

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as 'the Community',

and

THE KINGDOM OF SWEDEN,

hereinafter referred to as 'Sweden',

both hereinafter referred to as the 'Contracting Parties',

WHEREAS the Community and Sweden concluded a Framework Agreement for scientific and technical cooperation which entered into force on 27 August 1987;

WHEREAS, by Decision of 10 June 1986, the Council of the European Communities, hereinafter referred to as 'the Council', adopted, for a period of four years from 1 January 1986, a programme in the sector of materials (raw materials and advanced materials), which includes a subprogramme relating to wood, including cork, as a renewable raw material, hereinafter referred to as 'the Community programme';

WHEREAS, in pursuance of the Council Decision of 14 June 1983, Sweden and the Community cooperated for a period extending until 31 December 1985 in a European research and development programme in the field of wood as a renewable raw material and considering that the Contracting Parties obtained mutual benefit from that cooperation;

WHEREAS comprehensive forest and forest products research programmes, taking into account biological, technological and economic factors, are being carried out in Sweden, financed by, among others, the Swedish National Board for Technical Development, the Swedish Council for Forestry and Agricultural Research and the Swedish forest products industry;

WHEREAS the association of Sweden with the Community programme can help to improve the efficacy of the research carried out by the Contracting Parties in the field of wood, including cork, as a renewable raw material and can avoid the useless duplication of efforts;

WHEREAS the Contracting Parties expect to derive mutual benefit from Sweden's association with the Community programme,

HAVE AGREED AS FOLLOWS:

Article 1

Sweden is hereby associated with the implementation of the Community programme as set out in Annex A.

Article 2

The financial contribution of Sweden deriving from its association with the implementation of the Community programme shall be established in proportion to the amount available each year in the general budget of the European Communities for appropriations covering commitments to meet financial obligations of the Commission of the European Communities, hereinafter referred to as 'the Commission', resulting from work to be carried out in the framework of shared cost research contracts necessary to the implementation of the Community programme and from management and administrative operating expenditures for the Community programme.

The proportionality factor governing Sweden's contribution shall be given by the ratio between Sweden's gross domestic product (GDP), at market prices, and the sum of gross domestic products, at market prices, of the Member States of the Community and of Sweden. This ratio shall be calculated on the basis of the latest available OECD statistical data.

The amount estimated as necessary to carry out the Community programme, the amount of Sweden's contribution and the timetable of the commitment estimates are set out in Annex B.

The provisions and rules governing Sweden's financial contribution are set out in Annex C.

Article 3

For Swedish persons and undertakings, the terms and conditions for the submission and the evaluation of research

proposals and the terms and conditions for the granting and conclusion of contracts under the Community programme shall be the same as those applicable to persons and undertakings in the Community. In particular, the provisions of the General Terms and Conditions applicable to research contracts within the Community shall apply, *mutatis mutandis*, to research contracts with Swedish persons and undertakings as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 4

The Commission shall be responsible for the implementation of the Community programme. It shall be assisted by the Management and Coordination Advisory Committee on 'Raw Materials and Other Materials', hereinafter referred to as 'the committee', set up by Council Decision 84/338/Euratom, ECSC, EEC.

The committee shall be enlarged to include two representatives designated by Sweden who may be assisted or replaced by one Swedish expert. They shall participate solely in the work of the committee which meets in its variable configuration to accomplish the tasks concerning the Community programme on wood, including cork, as a renewable raw material.

Article 5

Each Contracting Party undertakes, in accordance with its respective rules and regulations, to facilitate the movement and residence of research workers participating in Sweden and in the Community in the activities covered by this agreement.

Article 6

The implementation of this agreement shall be ensured by the Commission.

Article 7

This agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the Kingdom of Sweden.

Article 8

1. This agreement is concluded for the duration of the Community programme.

Should the Community revise the Community programme, the agreement may be terminated in the month following the

Community decision. The Contracting Party wishing to terminate the agreement shall give written notice to the other Contracting Party of its decision. The agreement shall terminate on the date of receipt of the written notice by the other Contracting Party.

2. This agreement shall be renewed by tacit agreement when the Community adopts a new Community programme, for the duration of the new programme, unless it is terminated in the month following the adoption of the new programme.

The provisions of the second subparagraph of paragraph 1 shall remain applicable.

3. Whenever a decision on a Community programme is taken by the Community, Annexes A and B shall be amended in accordance with the Community's decision.

4. This agreement shall not be regarded as having expired merely because there is a delay in the adoption of a future Community programme.

5. Except as provided in paragraphs 1 and 2, either Contracting Party may at any time give written notice to the other Contracting Party of its decision to terminate this agreement. The agreement shall terminate six months after the date of receipt of the written notice by the other Contracting Party. The projects and work in progress at the time of termination and/or expiry of this agreement shall be continued until they are completed under the conditions laid down in the agreement, unless otherwise agreed upon.

Article 9

Annexes A, B and C to this agreement shall form an integral part thereof.

Article 10

This agreement shall be approved by the Contracting Parties in accordance with their existing procedures. Subject to the Contracting Parties having notified each other of the completion of the procedures necessary for this purpose, it shall enter into force on 1 January 1988.

Article 11

This agreement shall be drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each of these texts being equally authentic.

ANNEX A

COMMUNITY PROGRAMME IN THE FIELD OF WOOD, INCLUDING CORK, AS A RENEWABLE
RAW MATERIAL

(1986 to 1989)

The following research areas are included in the Community programme:

1. *Wood production*

- 1.1. Forest-tree breeding and gene resource conservation
- 1.2. Protection against damage from biotic and abiotic agents and fire
- 1.3. Better use of land resources (coordination action only)
- 1.4. Forest inventory (coordination action only)

2. *Wood harvest, storage and transport*

- 2.1. Organization of harvesting operations and development of harvesting machinery
- 2.2. Harvesting, treatment, storage and transport

3. *Wood as a material*

- 3.1. Properties, protection and improvement of wood and wood-based panels
- 3.2. Development of testing and grading procedures

4. *Mechanical wood processing and use of finished wood products*

- 4.1. Mechanical conversion and manufacturing processes
- 4.2. Drying process
- 4.3. Use of wood and wood-based materials in construction
- 4.4. Other uses of finished products made of wood

5. *Pulp and paper manufacturing and processing and wood chemicals*

- 5.1. The physical and organic chemistry of wood defibring
- 5.2. Chemi-mechanical pulping (high-yield pulping)
- 5.3. Pulping processes with low-grade wood
- 5.4. Substitutes for wood fibres and material additives
- 5.5. Fibre recycling
- 5.6. The process of manufacture of paper and board
- 5.7. Products derived from wood as a source of chemicals

In relation to the research areas set out above:

- the work shall be carried out as shared-cost contract research and coordination and training activities,
- consideration will be given to standardization and prestandardization aspects.

ANNEX B

FINANCIAL PROVISIONS

Article 1

The amount estimated as necessary to carry out the Community programme shall be 10 million ECU.

Article 2

The estimated amount of Sweden's financial contribution shall be 393 600 ECU.

Article 3

The timetable of the commitment estimates and of Sweden's financial contribution is given in the following table:

Timetable of the commitments estimated as necessary to carry out the community programme (commitment appropriations) and of Sweden's contribution

(ECU)

Year	Commitments for			Sweden's contribution
	management and administrative operation	contracts	Total	
1986	341 495	0	341 495	13 441
1987	480 205	7 678 300	8 158 505	321 119
1988	364 700	685 300	1 050 000	41 328
1989	380 950	69 050	450 000	17 712
Grand Total	1 567 350	8 432 650	10 000 000	393 600

ANNEX C

FINANCING RULES

Article 1

This Annex lays down the provisions and rules governing Sweden's financial contribution referred to in Article 2 of the agreement.

Article 2

At the beginning of each year, or whenever the Community programme is revised so as to involve an increase in the amount estimated as necessary to its carrying out, the Commission shall send to Sweden a call for funds corresponding to its contribution to the costs under the agreement.

This contribution shall be expressed both in ECU and in the Swedish currency, the composition of the ECU being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ECU shall be determined on the date of the call for funds.

Sweden shall pay its contribution to the annual costs under the agreement at the beginning of each year and at the latest three months after the call for funds is sent. Any delay in the payment of the contribution shall give rise to the payment of interest by Sweden at a rate equal to the highest discount rate obtaining in the Member States of the Community on the due date. The rate shall be increased by 0,25 of a percentage point for each month of delay.

The increased rate shall be applied to the entire period of delay. However, this interest shall be payable only if the contribution is paid more than three months after a call for funds has been made by the Commission.

The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.

Travel costs of Swedish representatives and experts deriving from their participation in the work of the committee referred to in Article 4 of the agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for representatives and experts of the Member States of the European Community and, in particular, in accordance with Council Decision 84/338/Euratom, ECSC, EEC.

At the end of each year, a statement of appropriations for the Community programme shall be prepared and transmitted to Sweden for information.

COUNCIL DECISION

of 26 September 1988

concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of the recycling and utilization of waste

(88/511/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 235 thereof,

Having regard to the proposal from the Commission ⁽¹⁾,

Having regard to the opinion of the European Parliament ⁽²⁾,

Whereas, by its Decision 86/235/EEC ⁽³⁾, the Council adopted a research programme on materials (raw materials and advanced materials) (1986 to 1989) which includes a subprogramme covering among others, research areas in the field of the recycling and utilization of waste; whereas Article 6 of that Decision authorizes the Commission to negotiate agreements with third States, in particular those involved in European cooperation in the field of scientific and technical research (COST), with a view to associating them fully or partly with this programme;

Whereas, by Decision 87/177/EEC ⁽⁴⁾, the Council approved the conclusion on behalf of the European Economic Community of the Framework Agreement for scientific and technical cooperation between the European Communities and, among others, the Kingdom of Sweden;

Whereas the Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of the recycling and utilization of waste should be approved;

Whereas the Treaty does not provide, for the action concerned, powers other than those of Article 235,

HAS DECIDED AS FOLLOWS:

Article 1

The Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research in the field of the recycling and utilization of waste is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The President of the Council shall give the notification provided for in Article 11 of the Agreement ⁽⁵⁾.

Done at Brussels, 26 September 1988.

*For the Council**The President*

Th. PANGALOS

⁽¹⁾ OJ No C 92, 9. 4. 1988, p. 7.

⁽²⁾ OJ No C 235, 12. 9. 1988.

⁽³⁾ OJ No L 159, 14. 6. 1986, p. 36.

⁽⁴⁾ OJ No L 71, 14. 3. 1987, p. 29.

⁽⁵⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

COOPERATION AGREEMENT

between the European Economic Community and the Kingdom of Sweden on research in the field of the recycling and utilization of waste

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as 'the Community',

and

THE KINGDOM OF SWEDEN,

hereinafter referred to as 'Sweden',

both hereinafter referred to as the 'Contracting Parties',

WHEREAS the Community and Sweden concluded a Framework Agreement for scientific and technical cooperation which entered into force on 27 August 1987;

WHEREAS, by Decision of 10 June 1986, the Council of the European Communities, hereinafter referred to as 'the Council', adopted, for a period of four years from 1 January 1986, a programme in the sector of materials (raw materials and advanced materials), which includes a subprogramme covering, among others, research areas in the field of the recycling and utilization of waste, hereinafter referred to as 'the Community programme';

WHEREAS, in pursuance of Council Decisions of 25 May 1982 and 16 December 1983, Sweden and the Community cooperated for a period extending until 31 December 1985 in a European research and development programme in the field of recycling of urban and industrial waste and considering that the Contracting Parties obtained mutual benefit from that cooperation;

WHEREAS a comprehensive energy research and development programme including the field of the recycling and utilization of waste is carried out in Sweden;

WHEREAS the association of Sweden with the Community programme can help to improve the efficacy of the research carried out by the Contracting Parties in the field of recycling and utilization of waste and can avoid the useless duplication of efforts;

WHEREAS the Contracting Parties expect to derive mutual benefit from Sweden's association with the Community programme,

HAVE AGREED AS FOLLOWS:

Article 1

Sweden is hereby associated with the implementation of the Community programme as set out in Annex A.

Article 2

The financial contribution of Sweden deriving from its association with the implementation of the Community programme shall be established in proportion to the amount available each year in the general budget of the European Communities for appropriations covering commitments to meet financial obligations of the Commission of the European Communities, hereinafter referred to as 'the Commission', resulting from work to be carried out in the framework of shared cost research contracts necessary to the implementation of the Community programme and from management and administrative operating expenditures for the Community programme.

The proportionality factor governing Sweden's contribution shall be given by the ratio between Sweden's gross domestic

product (GDP), at market prices, and the sum of gross domestic products, at market prices, of the Member States of the Community and of Sweden. This ratio shall be calculated on the basis of the latest available OECD statistical data.

The amount estimated as necessary to carry out the Community programme, the amount of Sweden's contribution and the timetable of the commitment estimates are set out in Annex B.

The provisions and rules governing Sweden's financial contribution are set out in Annex C.

Article 3

For Swedish persons and undertakings, the terms and conditions for the submission and the evaluation of research proposals and the terms and conditions for the granting and conclusion of contracts under the Community programme shall be the same as those applicable to persons and undertakings in the Community. In particular, the provisions

of the General Terms and Conditions applicable to research contracts within the Community shall apply, *mutatis mutandis*, to research contracts with Swedish persons and undertakings as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 4

The Commission shall be responsible for the implementation of the Community programme. It shall be assisted by the Management and Coordination Advisory Committee on 'Raw Materials and Other Materials', hereinafter referred to as 'the committee', set up by Council Decision 84/338/Euratom, ECSC, EEC.

The committee shall be enlarged to include two representatives designated by Sweden who may be assisted or replaced by one Swedish expert. They shall participate solely in the work of the committee which meets in its variable configuration to accomplish the tasks concerning the Community programme on the recycling and utilization of waste.

Article 5

With regard to the concerted action referred to in Annex A, Sweden and the participating Community Member States, as well as the Community, shall regularly exchange any useful information resulting from those activities.

The information shall be treated as confidential if the participating State which provides it so requests.

Article 6

Each Contracting Party undertakes, in accordance with its respective rules and regulations, to facilitate the movement and residence of research workers participating in Sweden and in the Community in the activities covered by this agreement.

Article 7

The Commission and the Swedish National Board for Technical Development shall ensure the implementation of this agreement.

Article 8

This agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the Kingdom of Sweden.

Article 9

1. This agreement is concluded for the duration of the Community programme.

Should the Community revise the Community programme, the agreement may be terminated in the month following the Community decision. The Contracting Party wishing to terminate the agreement shall give written notice to the other Contracting Party of its decision. The agreement shall terminate on the date of receipt of the written notice by the other Contracting Party.

2. This agreement shall be renewed by tacit agreement when the Community adopts a new Community programme, for the duration of the new programme, unless it is terminated in the month following the adoption of the new programme.

The provisions of the second subparagraph of paragraph 1 shall remain applicable.

3. Whenever a decision on a Community programme is taken by the Community, Annexes A and B shall be amended in accordance with the Community's decision.

4. This agreement shall not be regarded as having expired merely because there is a delay in the adoption of a future Community programme.

5. Except as provided in paragraphs 1 and 2, either Contracting Party may at any time give written notice to the other Contracting Party of its decision to terminate this agreement. The agreement shall terminate six months after the date of receipt of the written notice by the other Contracting Party. The projects and work in progress at the time of termination and/or expiry of this agreement shall be continued until they are completed under the conditions laid down in the agreement, unless otherwise agreed upon.

Article 10

Annexes A, B and C to this agreement shall form an integral part thereof.

Article 11

This agreement shall be approved by the Contracting Parties in accordance with their existing procedures. Subject to the Contracting Parties having notified each other of the completion of the procedures necessary for this purpose, it shall enter into force on 1 January 1988.

Article 12

This agreement shall be drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese and Spanish languages, each of these texts being equally authentic.

ANNEX A

**COMMUNITY PROGRAMME IN THE FIELD OF THE RECYCLING AND UTILIZATION OF WASTE
(1986 to 1989)**

The following research areas are included in the Community programme:

1. Modelling of waste arisings, sampling and analysis (coordination activities)
2. Recycling technologies:
 - recovery and separation processes
 - upgrading and use of reclaimed products
3. Integrated technologies for the utilization of wastes:
 - anaerobic digestion, composting and other aerobic treatments (coordination activities)
 - production of chemicals — thermal treatment of waste (mostly coordination, with shared-cost contracts for special projects)
4. Use of lignocellulose-containing by-products and other plant residues for animal feeding (concerted action COST 84a)

The work shall be carried out as shared-costs contract research, coordination and training activities, and one concerted action.

ANNEX B

FINANCIAL PROVISIONS

Article 1

The amount estimated as necessary to carry out the Community programme shall be 4 544 630 ECU. This amount includes a sum of 250 000 ECU for the extension of concerted action COST 84a.

Article 2

The estimated amount of Sweden's financial contribution shall be 178 877 ECU.

Article 3

The timetable of the commitment estimates and of Sweden's financial contribution is given in the following table:

Timetable of the commitments estimated as necessary to carry out the Community programme (commitment appropriations) and of Sweden's contribution

(ECU)

Year	Commitments for			Sweden's contribution
	management and administrative operation	contracts	Total	
1986	193 950	0	193 950	7 634
1987	198 250	3 037 430	3 235 680	127 356
1988	192 500	730 000	922 500	36 310
1989	192 500	0	192 500	7 577
Grand Total	777 200	3 767 430	4 544 630	178 877

ANNEX C

FINANCING RULES

Article 1

This Annex lays down the provisions and rules governing Sweden's financial contribution referred to in Article 2 of the agreement.

Article 2

At the beginning of each year, or whenever the Community programme is revised so as to involve an increase in the amount estimated as necessary to its carrying out, the Commission shall send to Sweden a call for funds corresponding to its contribution to the costs under the agreement.

This contribution shall be expressed both in ECU and in the Swedish currency, the composition of the ECU being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ECU shall be determined on the date of the call for funds.

Sweden shall pay its contribution to the annual costs under the agreement at the beginning of each year and at the latest three months after the call for funds is sent. Any delay in the payment of the contribution shall give rise to the payment of interest by Sweden at a rate equal to the highest discount rate obtaining in the Member States of the Community on the due date. The rate shall be increased by 0,25 of a percentage point for each month of delay.

The increased rate shall be applied to the entire period of delay. However, this interest shall be payable only if the contribution is paid more than three months after a call for funds has been made by the Commission.

The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.

Travel costs of Swedish representatives and experts deriving from their participation in the work of the committee referred to in Article 4 of the agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for representatives and experts of the Member States of the European Community and, in particular, in accordance with Council Decision 84/338/Euratom, ECSC, EEC.

At the end of each year, a statement of appropriations for the Community programme shall be prepared and transmitted to Sweden for information.

COUNCIL DECISION

of 26 September 1988

concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Republic of Finland on research in the field of wood, including cork, as a renewable raw material

(88/512/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 235 thereof,

Having regard to the proposal from the Commission ⁽¹⁾,

Having regard to the opinion of the European Parliament ⁽²⁾,

Whereas, by Decision 86/235/EEC ⁽³⁾, the Council adopted a research programme on materials (raw materials and advanced materials) (1986 to 1989) which includes a subprogramme on wood, including cork, as a renewable raw material; whereas Article 6 of that Decision authorizes the Commission to negotiate agreements with third States, in particular those involved in European cooperation in the field of scientific and technical research (COST), with a view to associating them fully or partly with this programme;

Whereas, by Decision 87/177/EEC ⁽⁴⁾, the Council approved the conclusion on behalf of the European Economic Community of the Framework Agreement for scientific and technical cooperation between the European Communities and among others, the Republic of Finland;

Whereas the Cooperation Agreement between the European Economic Community and the Republic of Finland on research in the field of wood, including cork, as a renewable raw material should be approved;

Whereas the Treaty does not provide, for the action concerned, powers other than those of Article 235,

HAS DECIDED AS FOLLOWS:

Article 1

The Cooperation Agreement between the European Economic Community and the Republic of Finland on research in the field of wood, including cork, as a renewable raw material is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Decision.

Article 2

The President of the Council shall give the notification provided for in Article 10 of the Agreement ⁽⁵⁾.

Done at Brussels, 26 September 1988.

*For the Council**The President*

Th. PANGALOS

⁽¹⁾ OJ No C 153, 11. 6. 1988, p. 10.

⁽²⁾ OJ No C 235, 12. 9. 1988.

⁽³⁾ OJ No L 159, 14. 6. 1986, p. 36.

⁽⁴⁾ OJ No L 71, 14. 3. 1987, p. 29.

⁽⁵⁾ The date of entry into force of the Agreement will be published in the *Official Journal of the European Communities* by the General Secretariat of the Council.

COOPERATION AGREEMENT

between the European Economic Community and the Republic of Finland on research in the field of wood, including cork, as a renewable raw material

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as 'the Community',

and

THE REPUBLIC OF FINLAND,

hereinafter referred to as 'Finland',

both hereinafter referred to as the 'Contracting Parties',

WHEREAS the Community and Finland concluded a Framework Agreement for scientific and technical cooperation which entered into force on 17 July 1987;

WHEREAS, by Decision of 10 June 1986, the Council of the European Communities, hereinafter referred to as 'the Council', adopted, for a period of four years from 1 January 1986, a programme in the sector of materials (raw materials and advanced materials), which includes a subprogramme relating to wood, including cork, as a renewable raw material, hereinafter referred to as 'the Community programme';

WHEREAS a comprehensive research and development programme in the field of forest and forest products is being carried out in Finland;

WHEREAS the association of Finland with the Community programme can help to improve the efficacy of the research carried out by the Contracting Parties in the field of wood, including cork, as a renewable raw material and can avoid the useless duplication of efforts;

WHEREAS the Contracting Parties expect to derive mutual benefit from Finland's association with the Community programme,

HAVE AGREED AS FOLLOWS:

Article 1

Finland is hereby associated with the implementation of the Community programme as set out in Annex A.

Article 2

The financial contribution of Finland deriving from its association with the implementation of the Community programme shall be established in proportion to the amount available each year in the general budget of the European Communities for appropriations covering commitments to meet financial obligations of the Commission of the European Communities, hereinafter referred to as 'the Commission', resulting from work to be carried out in the framework of shared cost research contracts necessary to the implementation of the Community programme and from management and administrative operating expenditure for the Community programme.

The proportionality factor governing Finland's contribution shall be given by the ratio between Finland's gross domestic product (GDP), at market prices, and the sum of gross domestic products, at market prices, of the Member States of the Community and of Finland. This ratio shall be calculated on the basis of the last available OECD statistical data.

The amount estimated as necessary to carry out the Community programme, the amount of Finland's contribution and the timetable of the commitment estimates are set out in Annex B.

The provisions and rules governing Finland's financial contribution are set out in Annex C.

Article 3

For Finnish persons and undertakings, the terms and conditions for the submission and the evaluation of research proposals and the terms and conditions for the granting and conclusion of contracts under the Community programme shall be the same as those applicable to persons and undertakings in the Community. In particular, the provisions of the General Terms and Conditions applicable to research contracts within the Community shall apply, *mutatis mutandis*, to research contracts with Finnish persons and undertakings as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 4

The Commission shall be responsible for the implementation of the Community programme. It shall be assisted by the Management and Coordination Advisory Committee on

'Raw Materials and Other Materials', hereinafter referred to as 'the committee', set up by Council Decision 84/338/Euratom, ECSC, EEC.

The committee shall be enlarged to include two representatives designated by Finland who may be assisted or replaced by one Finnish expert. They shall participate solely in the work of the committee which meets in its variable configuration to accomplish the tasks concerning the Community programme on wood, including cork, as a renewable raw material.

Article 5

Each Contracting Party undertakes, in accordance with its respective rules and regulations, to facilitate the movement and residence of research workers participating in Finland and in the Community in the activities covered by this agreement.

Article 6

The Commission and the Technology Development Centre, Finland, shall ensure the implementation of this agreement.

Article 7

This agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the Republic of Finland.

Article 8

1. This agreement is concluded for the duration of the Community programme.

Should the Community revise the Community programme, the agreement may be terminated under mutually agreed conditions. Finland shall be notified of the exact content of the revised programme within one week after its adoption by the Community. The Contracting Parties shall notify each other within three months after the Community decision has been adopted if a termination of the agreement is envisaged.

2. This agreement shall be renewed by tacit agreement when the Community adopts a new Community programme, for the duration of the new programme, unless it is terminated by one Contracting Party within three months following the adoption of the new programme.

The provisions of the second subparagraph of paragraph 1 shall remain applicable.

3. Whenever a decision on a Community programme is taken by the Community, Annexes A and B shall be amended in accordance with the Community's decision, unless otherwise agreed upon by the Contracting Parties.

4. This Agreement shall not be regarded as having expired merely because there is a delay in the adoption of a future Community programme.

5. Except as provided in paragraphs 1 and 2, either Contracting Party may at any time terminate this agreement with six months notice. The projects and work in progress at the time of termination and/or expiry of this agreement shall be continued until they are completed under the conditions laid down in the agreement.

Article 9

Annexes A, B and C to this agreement shall form an integral part thereof.

Article 10

This agreement shall be approved by the Contracting Parties in accordance with their existing procedures. Subject to the Contracting Parties having notified each other of the completion of the procedures necessary for this purpose, it shall enter into force on 1 January 1988.

Article 11

This agreement shall be drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese, Spanish and Finnish languages, each of these texts being equally authentic.

ANNEX A

COMMUNITY PROGRAMME IN THE FIELD OF WOOD, INCLUDING CORK, AS A RENEWABLE
RAW MATERIAL

(1986 to 1989)

The following research areas are included in the Community programme:

1. *Wood production*

- 1.1. Forest-tree breeding and gene resource conservation
- 1.2. Protection against damage from biotic and abiotic agents and fire
- 1.3. Better use of land resources (coordination action only)
- 1.4. Forest inventory (coordination action only)

2. *Wood harvest, storage and transport*

- 2.1. Organization of harvesting operations and development of harvesting machinery
- 2.2. Harvesting, treatment, storage and transport

3. *Wood as a material*

- 3.1. Properties, protection and improvement of wood and wood-based panels
- 3.2. Development of testing and grading procedures

4. *Mechanical wood processing and use of finished wood products*

- 4.1. Mechanical conversion and manufacturing processes
- 4.2. Drying process
- 4.3. Use of wood and wood-based materials in construction
- 4.4. Other uses of finished products made of wood

5. *Pulp and paper manufacturing and processing and wood chemicals*

- 5.1. The physical and organic chemistry of wood defibring
- 5.2. Chemi-mechanical pulping (high-yield pulping)
- 5.3. Pulping processes with low-grade wood
- 5.4. Substitutes for wood fibres and material additives
- 5.5. Fibre recycling
- 5.6. The process of manufacture of paper and board
- 5.7. Products derived from wood as a source of chemicals

In relation to the research areas set out above:

- the work shall be carried out as shared-cost contract research and coordination and training activities,
 - consideration will be given to standardization and prestandardization aspects.
-

ANNEX B

FINANCIAL PROVISIONS

Article 1

The amount estimated as necessary to carry out the Community programme shall be 10 million ECU.

Article 2

Finland's financial contribution to the execution of the Community programme is estimated to be 216 100 ECU.

Article 3

The timetable of the commitment estimates and of Finland's financial contribution is given in the following table:

Timetable of the commitments estimated as necessary to carry out the Community programme (commitment appropriations) and of Finland's contribution

(ECU)

Year	Commitments for			Finland's contribution
	management and administrative operation	contracts	Total	
1986	341 495	0	341 495	7 380
1987	480 205	7 678 300	8 158 505	176 305
1988	364 700	685 300	1 050 000	22 690
1989	380 950	69 050	450 000	9 725
Grand Total	1 567 350	8 432 650	10 000 000	216 100

ANNEX C
FINANCING RULES

Article 1

This Annex lays down the provisions and rules governing Finland's financial contribution referred to in Article 2 of the agreement.

Article 2

At the beginning of each year, or whenever the Community programme is revised so as to involve an increase in the amount estimated as necessary to its carrying out, the Commission shall send to Finland a call for funds corresponding to its contribution to the costs under the agreement.

This contribution shall be expressed both in ECU and in the Finnish currency, the composition of the ECU being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ECU shall be determined on the date of the call for funds.

Finland shall pay its contribution to the annual costs under the agreement at the beginning of each year and at the latest three months after the call for funds is sent. Any delay in the payment of the contribution shall give rise to the payment of interest by Finland at a rate equal to the highest discount rate obtaining in the Member States of the Community on the due date. The rate shall be increased by 0,25 of a percentage point for each month of delay.

The increased rate shall be applied to the entire period of delay. However, this interest shall be payable only if the contribution is paid more than three months after a call for funds has been made by the Commission.

The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.

Travel costs of Finnish representatives and experts deriving from their participation in the work of the committee referred to in Article 4 of the agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for representatives and experts of the Member States of the European Community and, in particular, in accordance with Council Decision 84/338/Euratom, ECSC, EEC.

At the end of each year, a statement of appropriations for the Community programme shall be prepared and transmitted to Finland for information.
