

Official Journal

of the European Communities

ISSN 0378 - 6978

L 400

Volume 32

30 December 1989

English edition

Legislation

Contents

I Acts whose publication is obligatory

.....

II Acts whose publication is not obligatory

Council

89/689/EEC:

- ★ Council Decision of 21 December 1989 concerning the conclusion of an Agreement between the European Economic Community and the Republic of Austria on trade electronic data interchange systems 1

Agreement between the European Economic Community and the Republic of Austria on trade electronic data interchange systems 2

89/690/EEC:

- ★ Council Decision of 21 December 1989 concerning the conclusion of an Agreement between the European Economic Community and the Republic of Finland on trade electronic data interchange systems 6

Agreement between the European Economic Community and the Republic of Finland on trade electronic data interchange systems 7

89/691/EEC:

- ★ Council Decision of 21 December 1989 concerning the conclusion of an Agreement between the European Economic Community and the Republic of Iceland on trade electronic data interchange systems 11

Agreement between the European Economic Community and the Republic of Iceland on trade electronic data interchange systems 12

Contents (continued)

89/692/EEC:

- ★ Council Decision of 21 December 1989 concerning the conclusion of an Agreement between the European Economic Community and the Kingdom of Norway on trade electronic data interchange systems 16

Agreement between the European Economic Community and the Kingdom of Norway on trade electronic data interchange systems 17

89/693/EEC:

- ★ Council Decision of 21 December 1989 concerning the conclusion of an Agreement between the European Economic Community and the Kingdom of Sweden on trade electronic data interchange systems 21

Agreement between the European Economic Community and the Kingdom of Sweden on trade electronic data interchange systems 22

89/694/EEC:

- ★ Council Decision of 21 December 1989 concerning the conclusion of an Agreement between the European Economic Community and the Swiss Confederation on trade electronic data interchange systems 26

Agreement between the European Economic Community and the Swiss Confederation on trade electronic data interchange systems 27

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 21 December 1989

concerning the conclusion of an Agreement between the European Economic Community and the Republic of Austria on trade electronic data interchange systems

(89/689/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⁾,

Having regard to the opinion of the Economic and Social Committee ⁽³⁾,

Whereas by Decision 87/499/EEC ⁽⁴⁾ the Council adopted a communications network Community programme on trade electronic data interchange systems (Tedis);

Whereas by Decision 89/241/EEC ⁽⁵⁾ the Council amended the said Decision in order to enable firms in non-member countries with which the Community has concluded agreements associating those countries with the Tedis programme to take part in that programme;

Whereas, by that Decision 89/241/EEC, the Council also authorized the Commission to negotiate such agreements with the members of the European Free Trade Association;

Whereas the Agreement between the European Economic Community and the Republic of Austria on trade electronic data interchange systems should there be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Austria on trade electronic data interchange systems 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, on behalf of the Community, the notification provided for in Article 8 of the Agreement.

Done at Brussels, 21 December 1989.

For the Council
The President
E. CRESSON

⁽¹⁾ OJ No C 285, 11. 11. 1989, p. 6.

⁽²⁾ Opinion delivered on 15 December 1989 (not yet published in the Official Journal).

⁽³⁾ Opinion delivered on 19 December 1989 (not yet published in the Official Journal).

⁽⁴⁾ OJ No L 285, 8. 10. 1987, p. 35.

⁽⁵⁾ OJ No L 97, 11. 4. 1989, p. 46.

AGREEMENT

between the European Economic Community and the Republic of Austria on trade electronic data interchange systems

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as 'the Community', and

THE REPUBLIC OF AUSTRIA,

hereinafter referred to as 'Austria',

both hereinafter referred to as the 'Contracting Parties',

WHEREAS, by Decision of 5 October 1987, the Council of the European Communities adopted a Community programme in the field of trade electronic data interchange systems in trade, industry and administration, hereinafter referred to as the 'Tedis programme';

WHEREAS the Member States of the European Free Trade Association, hereinafter referred to as 'EFTA', take an active part alongside the Community in drawing up European and international standards in this field; whereas there is a mutual interest in developing cooperation in areas such as the CD project and telecommunications;

WHEREAS the association of Austria with the Community's Tedis programme will facilitate this cooperation, help to avoid the creation of new technical barriers to trade between the Community and the Member States of EFTA and contribute to the coordinated development of the electronic transfer of commercial data throughout Europe;

BEARING IN MIND the Joint Declaration calling for the creation of a European economic space (EES), adopted by Ministers of the Member States of EFTA and the Member States of the Community and the Commission of the European Communities in Luxembourg on 9 April 1984,

HAVE AGREED AS FOLLOWS:

Article 1

1. Austria is hereby associated with the Tedis programme under the conditions laid down in this Agreement. The aims of the Tedis programme are set out in Annex A.

2. The Commission of the European Communities, hereinafter referred to as the 'Commission', shall be responsible for the implementation of this programme.

Article 2

Undertakings, including small and medium-sized enterprises, research institutes and other bodies established in Austria may tender for and carry out contracts under the Tedis programme under the same terms and conditions as those applicable to undertakings, research institutes and other bodies established within the Community.

Article 3

The results of the implementation of the Tedis programme, in particular those emanating from contracts concluded in accordance with Article 2, shall be made available to the Contracting Parties.

Article 4

1. The financial contribution of Austria deriving from its association with the Tedis programme shall be established in proportion to the amount available each year in the general budget of the Community for appropriations covering commitments to meet financial obligations of the Commission, resulting from the implementation of the programme.

2. The proportionality factor governing Austria's contribution shall be given by the ratio between Austria's gross domestic product at market prices and the sum of gross

domestic products at market prices of the Member States of the Community and of Austria. This ratio shall be calculated on the basis of the latest available OECD statistical data.

3. The amount estimated as necessary to carry out the Tedis programme and the amount of Austria's estimated contribution are set out in Annex B.

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

Article 5

The Commission shall keep Austria informed as to the realization of actions defined in the Tedis programme.

Article 6

1. This Agreement shall be concluded for the duration of the Community's Tedis programme.

2. Should the Community revise the Tedis programme, the Agreement may be terminated under mutually agreed conditions. Austria 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.

3. When a new Tedis programme is adopted, this Agreement shall be renewed by tacit agreement for the duration of the new programme, unless it is terminated by either of the Contracting Parties within three months of the adoption of the new programme. The provisions of paragraph 2 shall remain applicable.

4. Whenever a decision on the renewal of the Tedis 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.

5. This Agreement shall not be regarded as having expired merely because there is a delay in the adoption of a new Tedis programme.

6. Notwithstanding the provisions of paragraphs 2 and 3, either Contracting Party may terminate this Agreement with three 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 7

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

Article 8

This Agreement shall be approved by the Contracting Parties in accordance with their own procedures. It shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other that the procedures necessary to this end have been completed.

Article 9

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.

Done at Brussels on the seventh day of December in the year one thousand nine hundred and eighty-nine.

*For the Council
of the European Communities*

Jean VIDAL
Gianluigi GIOLA

*For the Government
of the Republic of Austria*

Wolfgang WOLTE

ANNEX A

The objectives of the Tedis programme for 1988 to 1989 are:

1. coordination at Community level of work going on in the various Member States on the development of trade electronic data interchange systems;
2. to alert potential users;
3. to alert European hardware and software manufacturers to the opportunities offered by electronic data interchange;
4. logistic support for European sectoral groups;
5. consideration on the specific requirements of trade electronic data interchange within Member States and between the Member States and the Community in telecommunications and standardization policies; carrying-out of preparatory work for that purpose;
6. help in the setting-up of conformance testing centres for software and hardware used in trade electronic data interchange systems;
7. to seek solutions to legal problems that might inhibit the development of trade electronic data interchange and to see to it that restrictive telecommunications regulations cannot hamper the development of trade electronic data interchange;
8. to study security requirements for trade electronic data interchange systems so as to guarantee confidentiality of messages transmitted;
9. to study specific problems caused by the multiplicity of languages in the Community and, to this end, to examine the possibility, for the purposes of multilingualism, of using the results obtained or expected under the machine translation programmes Systran and Eurotra;
10. to study the advisability of promoting the development of the specialized software needed for trade electronic data interchange;
11. to list existing or potential sectoral projects on trade electronic data interchange and to make a comparative analysis of them;
12. identification of special requirements emerging during the implementation of trade electronic data interchange systems that could be met more easily with Community assistance;
13. to make a particular study of the assistance that could be given to small and medium-sized businesses to help them to take an active part in trade electronic data interchange;
14. to give thought to possible support for pilot projects the gradual implementation of which would be likely to encourage solutions, capable of being generalized, to problems of common interest encountered by most trade electronic data interchange systems.

ANNEX B**Financial estimates for 1989**

Commitment appropriations necessary to carry out the Tedis programme, less travel expenses and less experts' salaries relating to the Secretariat of the Edifact Board: ECU 3 840 000.

Estimated financial contribution from Austria: ECU 102 912.

ANNEX C**Financial rules****Article 1**

This Annex lays down the provisions and rules governing Austria's financial contribution referred to in Article 4 of the Agreement.

Article 2

1. The financial contribution of Austria shall be administered by the EFTA Secretariat.
 2. Each year, at a time to be agreed upon by the Commission and the EFTA Secretariat, the Commission shall send to the EFTA Secretariat a call for funds, corresponding to the contributions of all EFTA countries to the costs under their respective Agreements associating them with the Tedis programme.
 3. The contribution shall be expressed both in ecus and in Swiss francs, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ecus shall be determined on the date of the call for funds.
 4. The EFTA Secretariat shall submit to the Commission the contributions of all EFTA countries to the annual costs under their Agreements at the latest three months after the call for funds is received by the EFTA Secretariat. Any delay in the payment of the contribution shall give rise to the payment of interest by the EFTA Secretariat 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.
 5. The increased rate shall be applied to the entire period of delay.
 6. The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
 7. At the end of each year, a statement of appropriations for the Tedis programme shall be prepared and sent to Austria and the EFTA Secretariat for information.
-

COUNCIL DECISION

of 21 December 1989

concerning the conclusion of an Agreement between the European Economic Community and the Republic of Finland on trade electronic data interchange systems

(89/690/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⁾,

Having regard to the opinion of the Economic and Social Committee ⁽³⁾,

Whereas by Decision 87/499/EEC ⁽⁴⁾ the Council adopted a communications network Community programme on trade electronic data interchange systems (Tedis);

Whereas by Decision 89/241/EEC ⁽⁵⁾ the Council amended the said Decision in order to enable firms in non-member countries with which the Community has concluded agreements associating those countries with the Tedis programme to take part in that programme;

Whereas, by that Decision 89/241/EEC, the Council also authorized the Commission to negotiate such agreements with the members of the European Free Trade Association;

Whereas the Agreement between the European Economic Community and the Republic of Finland on trade electronic data interchange systems should there be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Finland on trade electronic data interchange systems 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, on behalf of the Community, the notification provided for in Article 8 of the Agreement.

Done at Brussels, 21 December 1989.

For the Council
The President
E. CRESSON

⁽¹⁾ OJ No C 285, 11. 11. 1989, p. 6.

⁽²⁾ Opinion delivered on 15 December 1989 (not yet published in the Official Journal).

⁽³⁾ Opinion delivered on 19 December 1989 (not yet published in the Official Journal).

⁽⁴⁾ OJ No L 285, 8. 10. 1987, p. 35.

⁽⁵⁾ OJ No L 97, 11. 4. 1989, p. 46.

AGREEMENT

between the European Economic Community and the Republic of Finland on trade electronic data interchange systems

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, by Decision of 5 October 1987, the Council of the European Communities adopted a Community programme in the field of trade electronic data interchange systems in trade, industry and administration, hereinafter referred to as the 'Tedis programme';

WHEREAS the Member States of the European Free Trade Association, hereinafter referred to as 'EFTA', take an active part alongside the Community in drawing up European and international standards in this field; whereas there is a mutual interest in developing cooperation in areas such as the CD project and telecommunications;

WHEREAS the association of Finland with the Community's Tedis programme will facilitate this cooperation, help to avoid the creation of new technical barriers to trade between the Community and the Member States of EFTA and contribute to the coordinated development of the electronic transfer of commercial data throughout Europe;

BEARING IN MIND the Joint Declaration calling for the creation of a European economic space (EES), adopted by Ministers of the Member States of EFTA and the Member States of the Community and the Commission of the European Communities in Luxembourg on 9 April 1984,

HAVE AGREED AS FOLLOWS:

Article 1

1. Finland is hereby associated with the Tedis programme under the conditions laid down in this Agreement. The aims of the Tedis programme are set out in Annex A.

2. The Commission of the European Communities, hereinafter referred to as the 'Commission', shall be responsible for the implementation of this programme.

Article 2

Undertakings, including small and medium-sized enterprises, research institutes and other bodies established in Finland may tender for and carry out contracts under the Tedis programme under the same terms and conditions as those applicable to undertakings, research institutes and other bodies established within the Community.

Article 3

The results of the implementation of the Tedis programme, in particular those emanating from contracts concluded in accordance with Article 2, shall be made available to the Contracting Parties.

Article 4

1. The financial contribution of Finland deriving from its association with the Tedis programme shall be established in proportion to the amount available each year in the general budget of the Community for appropriations covering commitments to meet financial obligations of the Commission, resulting from the implementation of the programme.

2. The proportionality factor governing Finland's contribution shall be given by the ratio between Finland's gross domestic product 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 latest available OECD statistical data.

3. The amount estimated as necessary to carry out the Tedis programme and the amount of Finland's estimated contribution are set out in Annex B.

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

Article 5

The Commission shall keep Finland informed as to the realization of actions defined in the Tedis programme.

Article 6

1. This Agreement shall be concluded for the duration of the Community's Tedis programme.

2. Should the Community revise the Tedis 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.

3. When a new Tedis programme is adopted, this Agreement shall be renewed by tacit agreement for the duration of the new programme, unless it is terminated by either of the Contracting Parties within three months of the adoption of the new programme. The provisions of paragraph 2 shall remain applicable.

4. Whenever a decision on the renewal of the Tedis 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.

5. This Agreement shall not be regarded as having expired merely because there is a delay in the adoption of a new Tedis programme.

6. Notwithstanding the provisions of paragraphs 2 and 3, either Contracting Party may terminate this Agreement with three 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 7

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

Article 8

This Agreement shall be approved by the Contracting Parties in accordance with their own procedures. It shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other that the procedures necessary to this end have been completed.

Article 9

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.

Done at Brussels on the seventh day of December in the year one thousand nine hundred and eighty-nine.

*For the Council
of the European Communities*

Jean VIDAL
Gianluigi GIOLA

*For the Government
of the Republic of Finland*

Leif BLOMQUIST

ANNEX A

The objectives of the Tedis programme for 1988 to 1989 are:

1. coordination at Community level of work going on in the various Member States on the development of trade electronic data interchange systems;
2. to alert potential users;
3. to alert European hardware and software manufacturers to the opportunities offered by electronic data interchange;
4. logistic support for European sectoral groups;
5. consideration on the specific requirements of trade electronic data interchange within Member States and between the Member States and the Community in telecommunications and standardization policies; carrying-out of preparatory work for that purpose;
6. help in the setting-up of conformance testing centres for software and hardware used in trade electronic data interchange systems;
7. to seek solutions to legal problems that might inhibit the development of trade electronic data interchange and to see to it that restrictive telecommunications regulations cannot hamper the development of trade electronic data interchange;
8. to study security requirements for trade electronic data interchange systems so as to guarantee confidentiality of messages transmitted;
9. to study specific problems caused by the multiplicity of languages in the Community and, to this end, to examine the possibility, for the purposes of multilingualism, of using the results obtained or expected under the machine translation programmes Systran and Eurotra;
10. to study the advisability of promoting the development of the specialized software needed for trade electronic data interchange;
11. to list existing or potential sectoral projects on trade electronic data interchange and to make a comparative analysis of them;
12. identification of special requirements emerging during the implementation of trade electronic data interchange systems that could be met more easily with Community assistance;
13. to make a particular study of the assistance that could be given to small and medium-sized businesses to help them to take an active part in trade electronic data interchange;
14. to give thought to possible support for pilot projects the gradual implementation of which would be likely to encourage solutions, capable of being generalized, to problems of common interest encountered by most trade electronic data interchange systems.

ANNEX B**Financial estimates for 1989**

Commitment appropriations necessary to carry out the Tedis programme, less travel expenses and less experts' salaries relating to the Secretariat of the Edifact Board: ECU 3 840 000.

Estimated financial contribution from Finland: ECU 77 568.

ANNEX C**Financial rules****Article 1**

This Annex lays down the provisions and rules governing Finland's financial contribution referred to in Article 4 of the Agreement.

Article 2

1. The financial contribution of Finland shall be administered by the EFTA Secretariat.
 2. Each year, at a time to be agreed upon by the Commission and the EFTA Secretariat, the Commission shall send to the EFTA Secretariat a call for funds, corresponding to the contributions of all EFTA countries to the costs under their respective Agreements associating them with the Tedis programme.
 3. The contribution shall be expressed both in ecus and in Swiss francs, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ecus shall be determined on the date of the call for funds.
 4. The EFTA Secretariat shall submit to the Commission the contributions of all EFTA countries to the annual costs under their Agreements at the latest three months after the call for funds is received by the EFTA Secretariat. Any delay in the payment of the contribution shall give rise to the payment of interest by the EFTA Secretariat 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.
 5. The increased rate shall be applied to the entire period of delay.
 6. The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
 7. At the end of each year, a statement of appropriations for the Tedis programme shall be prepared and sent to Finland and the EFTA Secretariat for information.
-

COUNCIL DECISION

of 21 December 1989

concerning the conclusion of an Agreement between the European Economic Community and the Republic of Iceland on trade electronic data interchange systems

(89/691/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⁾,

Having regard to the opinion of the Economic and Social Committee ⁽³⁾,

Whereas by Decision 87/499/EEC ⁽⁴⁾ the Council adopted a communications network Community programme on trade electronic data interchange systems (Tedis);

Whereas by Decision 89/241/EEC ⁽⁵⁾ the Council amended the said Decision in order to enable firms in non-member countries with which the Community has concluded agreements associating those countries with the Tedis programme to take part in that programme;

Whereas, by that Decision 89/241/EEC, the Council also authorized the Commission to negotiate such agreements with the members of the European Free Trade Association;

Whereas the Agreement between the European Economic Community and the Republic of Iceland on trade electronic data interchange systems should there be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Republic of Iceland on trade electronic data interchange systems 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, on behalf of the Community, the notification provided for in Article 8 of the Agreement.

Done at Brussels, 21 December 1989.

For the Council

The President

E. CRESSON

⁽¹⁾ OJ No C 285, 11. 11. 1989, p. 6.

⁽²⁾ Opinion delivered on 15 December 1989 (not yet published in the Official Journal).

⁽³⁾ Opinion delivered on 19 December 1989 (not yet published in the Official Journal).

⁽⁴⁾ OJ No L 285, 8. 10. 1987, p. 35.

⁽⁵⁾ OJ No L 97, 11. 4. 1989, p. 46.

AGREEMENT

between the European Economic Community and the Republic of Iceland on trade electronic data interchange systems

THE EUROPEAN ECONOMIC COMMUNITY, *

hereinafter referred to as 'the Community', and

THE REPUBLIC OF ICELAND,

hereinafter referred to as 'Iceland',

both hereinafter referred to as the 'Contracting Parties',

WHEREAS, by Decision of 5 October 1987, the Council of the European Communities adopted a Community programme in the field of trade electronic data interchange systems in trade, industry and administration, hereinafter referred to as the 'Tedis programme';

WHEREAS the Member States of the European Free Trade Association, hereinafter referred to as 'EFTA', take an active part alongside the Community in drawing up European and international standards in this field; whereas there is a mutual interest in developing cooperation in areas such as the CD project and telecommunications;

WHEREAS the association of Iceland with the Community's Tedis programme will facilitate this cooperation, help to avoid the creation of new technical barriers to trade between the Community and the Member States of EFTA and contribute to the coordinated development of the electronic transfer of commercial data throughout Europe;

BEARING IN MIND the Joint Declaration calling for the creation of a European economic space (EES), adopted by Ministers of the Member States of EFTA and the Member States of the Community and the Commission of the European Communities in Luxembourg on 9 April 1984,

HAVE AGREED AS FOLLOWS:

Article 1

1. Iceland is hereby associated with the Tedis programme under the conditions laid down in this Agreement. The aims of the Tedis programme are set out in Annex A.

2. The Commission of the European Communities, hereinafter referred to as the 'Commission', shall be responsible for the implementation of this programme.

Article 2

Undertakings, including small and medium-sized enterprises, research institutes and other bodies established in Iceland may tender for and carry out contracts under the Tedis programme under the same terms and conditions as those applicable to undertakings, research institutes and other bodies established within the Community.

Article 3

The results of the implementation of the Tedis programme, in particular those emanating from contracts concluded in accordance with Article 2, shall be made available to the Contracting Parties.

Article 4

1. The financial contribution of Iceland deriving from its association with the Tedis programme shall be established in proportion to the amount available each year in the general budget of the Community for appropriations covering commitments to meet financial obligations of the Commission, resulting from the implementation of the programme.

2. The proportionality factor governing Iceland's contribution shall be given by the ratio between Iceland's gross domestic product at market prices and the sum of gross

domestic products at market prices of the Member States of the Community and of Iceland. This ratio shall be calculated on the basis of the latest available OECD statistical data.

3. The amount estimated as necessary to carry out the Tedis programme and the amount of Iceland's estimated contribution are set out in Annex B.

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

Article 5

The Commission shall keep Iceland informed as to the realization of actions defined in the Tedis programme.

Article 6

1. This Agreement shall be concluded for the duration of the Community's Tedis programme.

2. Should the Community revise the Tedis programme, the Agreement may be terminated under mutually agreed conditions. Iceland 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.

3. When a new Tedis programme is adopted, this Agreement shall be renewed by tacit agreement for the duration of the new programme, unless it is terminated by either of the Contracting Parties within three months of the adoption of the new programme. The provisions of paragraph 2 shall remain applicable.

4. Whenever a decision on the renewal of the Tedis 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.

5. This Agreement shall not be regarded as having expired merely because there is a delay in the adoption of a new Tedis programme.

6. Notwithstanding the provisions of paragraphs 2 and 3, either Contracting Party may terminate this Agreement with three 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 7

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

Article 8

This Agreement shall be approved by the Contracting Parties in accordance with their own procedures. It shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other that the procedures necessary to this end have been completed.

Article 9

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

Done at Brussels on the seventh day of December in the year one thousand nine hundred and eighty-nine.

*For the Council
of the European Communities*

Jean VIDAL
Gianluigi GIOLA

*For the Government
of the Republic of Iceland*

Einar BENEDIKTSSON

ANNEX A

The objectives of the Tedis programme for 1988 to 1989 are:

1. coordination at Community level of work going on in the various Member States on the development of trade electronic data interchange systems;
2. to alert potential users;
3. to alert European hardware and software manufacturers to the opportunities offered by electronic data interchange;
4. logistic support for European sectoral groups;
5. consideration on the specific requirements of trade electronic data interchange within Member States and between the Member States and the Community in telecommunications and standardization policies; carrying-out of preparatory work for that purpose;
6. help in the setting-up of conformance testing centres for software and hardware used in trade electronic data interchange systems;
7. to seek solutions to legal problems that might inhibit the development of trade electronic data interchange and to see to it that restrictive telecommunications regulations cannot hamper the development of trade electronic data interchange;
8. to study security requirements for trade electronic data interchange systems so as to guarantee confidentiality of messages transmitted;
9. to study specific problems caused by the multiplicity of languages in the Community and, to this end, to examine the possibility, for the purposes of multilingualism, of using the results obtained or expected under the machine translation programmes Systran and Eurotra;
10. to study the advisability of promoting the development of the specialized software needed for trade electronic data interchange;
11. to list existing or potential sectoral projects on trade electronic data interchange and to make a comparative analysis of them;
12. identification of special requirements emerging during the implementation of trade electronic data interchange systems that could be met more easily with Community assistance;
13. to make a particular study of the assistance that could be given to small and medium-sized businesses to help them to take an active part in trade electronic data interchange;
14. to give thought to possible support for pilot projects the gradual implementation of which would be likely to encourage solutions, capable of being generalized, to problems of common interest encountered by most trade electronic data interchange systems.

ANNEX B**Financial estimates for 1989**

Commitment appropriations necessary to carry out the Tedis programme, less travel expenses and less experts' salaries relating to the Secretariat of the Edifact Board: ECU 3 840 000.

Estimated financial contribution from Iceland: ECU 4 608.

ANNEX C**Financial rules****Article 1**

This Annex lays down the provisions and rules governing Iceland's financial contribution referred to in Article 4 of the Agreement.

Article 2

1. The financial contribution of Iceland shall be administered by the EFTA Secretariat.
 2. Each year, at a time to be agreed upon by the Commission and the EFTA Secretariat, the Commission shall send to the EFTA Secretariat a call for funds, corresponding to the contributions of all EFTA countries to the costs under their respective Agreements associating them with the Tedis programme.
 3. The contribution shall be expressed both in ecus and in Swiss francs, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ecus shall be determined on the date of the call for funds.
 4. The EFTA Secretariat shall submit to the Commission the contributions of all EFTA countries to the annual costs under their Agreements at the latest three months after the call for funds is received by the EFTA Secretariat. Any delay in the payment of the contribution shall give rise to the payment of interest by the EFTA Secretariat 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.
 5. The increased rate shall be applied to the entire period of delay.
 6. The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
 7. At the end of each year, a statement of appropriations for the Tedis programme shall be prepared and sent to Iceland and the EFTA Secretariat for information.
-

COUNCIL DECISION

of 21 December 1989

concerning the conclusion of an Agreement between the European Economic Community and the Kingdom of Norway on trade electronic data interchange systems

(89/692/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⁾,

Having regard to the opinion of the Economic and Social Committee ⁽³⁾,

Whereas by Decision 87/499/EEC ⁽⁴⁾ the Council adopted a communications network Community programme on trade electronic data interchange systems (Tedis);

Whereas by Decision 89/241/EEC ⁽⁵⁾ the Council amended the said Decision in order to enable firms in non-member countries with which the Community has concluded agreements associating those countries with the Tedis programme to take part in that programme;

Whereas, by that Decision 89/241/EEC, the Council also authorized the Commission to negotiate such agreements with the members of the European Free Trade Association;

Whereas the Agreement between the European Economic Community and the Kingdom of Norway on trade electronic data interchange systems should there be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Kingdom of Norway on trade electronic data interchange systems 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, on behalf of the Community, the notification provided for in Article 8 of the Agreement.

Done at Brussels, 21 December 1989.

For the Council
The President
E. CRESSON

⁽¹⁾ OJ No C 285, 11. 11. 1989, p. 6.

⁽²⁾ Opinion delivered on 15 December 1989 (not yet published in the Official Journal).

⁽³⁾ Opinion delivered on 19 December 1989 (not yet published in the Official Journal).

⁽⁴⁾ OJ No L 285, 8. 10. 1987, p. 35.

⁽⁵⁾ OJ No L 97, 11. 4. 1989, p. 46.

AGREEMENT

between the European Economic Community and the Kingdom of Norway on trade electronic data interchange systems

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as 'the Community', and

THE KINGDOM OF NORWAY,

hereinafter referred to as 'Norway',

both hereinafter referred to as the 'Contracting Parties',

WHEREAS, by Decision of 5 October 1987, the Council of the European Communities adopted a Community programme in the field of trade electronic data interchange systems in trade, industry and administration, hereinafter referred to as the 'Tedis programme';

WHEREAS the Member States of the European Free Trade Association, hereinafter referred to as 'EFTA', take an active part alongside the Community in drawing up European and international standards in this field; whereas there is a mutual interest in developing cooperation in areas such as the CD project and telecommunications;

WHEREAS the association of Norway with the Community's Tedis programme will facilitate this cooperation, help to avoid the creation of new technical barriers to trade between the Community and the Member States of EFTA and contribute to the coordinated development of the electronic transfer of commercial data throughout Europe;

BEARING IN MIND the Joint Declaration calling for the creation of a European economic space (EES), adopted by Ministers of the Member States of EFTA and the Member States of the Community and the Commission of the European Communities in Luxembourg on 9 April 1984,

HAVE AGREED AS FOLLOWS:

Article 1

1. Norway is hereby associated with the Tedis programme under the conditions laid down in this Agreement. The aims of the Tedis programme are set out in Annex A.

2. The Commission of the European Communities, hereinafter referred to as the 'Commission', shall be responsible for the implementation of this programme.

Article 2

Undertakings, including small and medium-sized enterprises, research institutes and other bodies established in Norway may tender for and carry out contracts under the Tedis programme under the same terms and conditions as those applicable to undertakings, research institutes and other bodies established within the Community.

Article 3

The results of the implementation of the Tedis programme, in particular those emanating from contracts concluded in accordance with Article 2, shall be made available to the Contracting Parties.

Article 4

1. The financial contribution of Norway deriving from its association with the Tedis programme shall be established in proportion to the amount available each year in the general budget of the Community for appropriations covering commitments to meet financial obligations of the Commission, resulting from the implementation of the programme.

2. The proportionality factor governing Norway's contribution shall be given by the ratio between Norway's gross domestic product at market prices and the sum of gross

domestic products at market prices of the Member States of the Community and of Norway. This ratio shall be calculated on the basis of the latest available OECD statistical data.

3. The amount estimated as necessary to carry out the Tedis programme and the amount of Norway's estimated contribution are set out in Annex B.

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

Article 5

The Commission shall keep Norway informed as to the realization of actions defined in the Tedis programme.

Article 6

1. This Agreement shall be concluded for the duration of the Community's Tedis programme.

2. Should the Community revise the Tedis programme, the Agreement may be terminated under mutually agreed conditions. Norway 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.

3. When a new Tedis programme is adopted, this Agreement shall be renewed by tacit agreement for the duration of the new programme, unless it is terminated by either of the Contracting Parties within three months of the adoption of the new programme. The provisions of paragraph 2 shall remain applicable.

4. Whenever a decision on the renewal of the Tedis 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.

5. This Agreement shall not be regarded as having expired merely because there is a delay in the adoption of a new Tedis programme.

6. Notwithstanding the provisions of paragraphs 2 and 3, either Contracting Party may terminate this Agreement with three 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 7

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

Article 8

This Agreement shall be approved by the Contracting Parties in accordance with their own procedures. It shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other that the procedures necessary to this end have been completed.

Article 9

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

Done at Brussels on the seventh day of December in the year one thousand nine hundred and eighty-nine.

*For the Council
of the European Communities*

Jean VIDAL
Gianluigi GIOLA

*For the Government
of the Kingdom of Norway*

Eivinn BERG

ANNEX A

The objectives of the Tedis programme for 1988 to 1989 are:

1. coordination at Community level of work going on in the various Member States on the development of trade electronic data interchange systems;
2. to alert potential users;
3. to alert European hardware and software manufacturers to the opportunities offered by electronic data interchange;
4. logistic support for European sectoral groups;
5. consideration on the specific requirements of trade electronic data interchange within Member States and between the Member States and the Community in telecommunications and standardization policies; carrying-out of preparatory work for that purpose;
6. help in the setting-up of conformance testing centres for software and hardware used in trade electronic data interchange systems;
7. to seek solutions to legal problems that might inhibit the development of trade electronic data interchange and to see to it that restrictive telecommunications regulations cannot hamper the development of trade electronic data interchange;
8. to study security requirements for trade electronic data interchange systems so as to guarantee confidentiality of messages transmitted;
9. to study specific problems caused by the multiplicity of languages in the Community and, to this end, to examine the possibility, for the purposes of multilingualism, of using the results obtained or expected under the machine translation programmes Systran and Eurotra;
10. to study the advisability of promoting the development of the specialized software needed for trade electronic data interchange;
11. to list existing or potential sectoral projects on trade electronic data interchange and to make a comparative analysis of them;
12. identification of special requirements emerging during the implementation of trade electronic data interchange systems that could be met more easily with Community assistance;
13. to make a particular study of the assistance that could be given to small and medium-sized businesses to help them to take an active part in trade electronic data interchange;
14. to give thought to possible support for pilot projects the gradual implementation of which would be likely to encourage solutions, capable of being generalized, to problems of common interest encountered by most trade electronic data interchange systems.

ANNEX B

Financial estimates for 1989

Commitment appropriations necessary to carry out the Tedis programme, less travel expenses and less experts' salaries relating to the Secretariat of the Edifact Board: ECU 3 840 000.

Estimated financial contribution from Norway: ECU 73 344.

ANNEX C

Financial rules

Article 1

This Annex lays down the provisions and rules governing Norway's financial contribution referred to in Article 4 of the Agreement.

Article 2

1. The financial contribution of Norway shall be administered by the EFTA Secretariat.
 2. Each year, at a time to be agreed upon by the Commission and the EFTA Secretariat, the Commission shall send to the EFTA Secretariat a call for funds, corresponding to the contributions of all EFTA countries to the costs under their respective Agreements associating them with the Tedis programme.
 3. The contribution shall be expressed both in ecus and in Swiss francs, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ecus shall be determined on the date of the call for funds.
 4. The EFTA Secretariat shall submit to the Commission the contributions of all EFTA countries to the annual costs under their Agreements at the latest three months after the call for funds is received by the EFTA Secretariat. Any delay in the payment of the contribution shall give rise to the payment of interest by the EFTA Secretariat 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.
 5. The increased rate shall be applied to the entire period of delay.
 6. The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
 7. At the end of each year, a statement of appropriations for the Tedis programme shall be prepared and sent to Norway and the EFTA Secretariat for information.
-

COUNCIL DECISION

of 21 December 1989

concerning the conclusion of an Agreement between the European Economic Community and the Kingdom of Sweden on trade electronic data interchange systems

(89/693/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⁾,

Having regard to the opinion of the Economic and Social Committee ⁽³⁾,

Whereas by Decision 87/499/EEC ⁽⁴⁾ the Council adopted a communications network Community programme on trade electronic data interchange systems (Tedis);

Whereas by Decision 89/241/EEC ⁽⁵⁾ the Council amended the said Decision in order to enable firms in non-member countries with which the Community has concluded agreements associating those countries with the Tedis programme to take part in that programme;

Whereas, by that Decision 89/241/EEC, the Council also authorized the Commission to negotiate such agreements with the members of the European Free Trade Association;

Whereas the Agreement between the European Economic Community and the Kingdom of Sweden on trade electronic data interchange systems should there be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Kingdom of Sweden on trade electronic data interchange systems 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, on behalf of the Community, the notification provided for in Article 8 of the Agreement.

Done at Brussels, 21 December 1989.

*For the Council**The President*

E. CRESSON

⁽¹⁾ OJ No C 285, 11. 11. 1989, p. 6.

⁽²⁾ Opinion delivered on 15 December 1989 (not yet published in the Official Journal).

⁽³⁾ Opinion delivered on 19 December 1989 (not yet published in the Official Journal).

⁽⁴⁾ OJ No L 285, 8. 10. 1987, p. 35.

⁽⁵⁾ OJ No L 97, 11. 4. 1989, p. 46.

AGREEMENT

between the European Economic Community and the Kingdom of Sweden on trade electronic data interchange systems

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, by Decision of 5 October 1987, the Council of the European Communities adopted a Community programme in the field of trade electronic data interchange systems in trade, industry and administration, hereinafter referred to as the 'Tedis programme';

WHEREAS the Member States of the European Free Trade Association, hereinafter referred to as 'EFTA', take an active part alongside the Community in drawing up European and international standards in this field; whereas there is a mutual interest in developing cooperation in areas such as the CD project and telecommunications;

WHEREAS the association of Sweden with the Community's Tedis programme will facilitate this cooperation, help to avoid the creation of new technical barriers to trade between the Community and the Member States of EFTA and contribute to the coordinated development of the electronic transfer of commercial data throughout Europe;

BEARING IN MIND the Joint Declaration calling for the creation of a European economic space (EES), adopted by Ministers of the Member States of EFTA and the Member States of the Community and the Commission of the European Communities in Luxembourg on 9 April 1984,

HAVE AGREED AS FOLLOWS:

Article 1

1. Sweden is hereby associated with the Tedis programme under the conditions laid down in this Agreement. The aims of the Tedis programme are set out in Annex A.

2. The Commission of the European Communities, hereinafter referred to as the 'Commission', shall be responsible for the implementation of this programme.

Article 2

Undertakings, including small and medium-sized enterprises, research institutes and other bodies established in Sweden may tender for and carry out contracts under the Tedis programme under the same terms and conditions as those applicable to undertakings, research institutes and other bodies established within the Community.

Article 3

The results of the implementation of the Tedis programme, in particular those emanating from contracts concluded in accordance with Article 2, shall be made available to the Contracting Parties.

Article 4

1. The financial contribution of Sweden deriving from its association with the Tedis programme shall be established in proportion to the amount available each year in the general budget of the Community for appropriations covering commitments to meet financial obligations of the Commission, resulting from the implementation of the programme.

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

3. The amount estimated as necessary to carry out the Tedis programme and the amount of Sweden's estimated contribution are set out in Annex B.

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

Article 5

The Commission shall keep Sweden informed as to the realization of actions defined in the Tedis programme.

Article 6

1. This Agreement shall be concluded for the duration of the Community's Tedis programme.

2. Should the Community revise the Tedis programme, the Agreement may be terminated under mutually agreed conditions. Sweden 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.

3. When a new Tedis programme is adopted, this Agreement shall be renewed by tacit agreement for the duration of the new programme, unless it is terminated by either of the Contracting Parties within three months of the adoption of the new programme. The provisions of paragraph 2 shall remain applicable.

4. Whenever a decision on the renewal of the Tedis 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.

5. This Agreement shall not be regarded as having expired merely because there is a delay in the adoption of a new Tedis programme.

6. Notwithstanding the provisions of paragraphs 2 and 3, either Contracting Party may terminate this Agreement with three 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 7

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

Article 8

This Agreement shall be approved by the Contracting Parties in accordance with their own procedures. It shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other that the procedures necessary to this end have been completed.

Article 9

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

Done at Brussels on the seventh day of December in the year one thousand nine hundred and eighty-nine.

*For the Council
of the European Communities*

Jean VIDAL
Gianluigi GIOLA

*For the Government
of the Kingdom of Sweden*

Stig BRATTSTRÖM

ANNEX A

The objectives of the Tedis programme for 1988 to 1989 are:

1. coordination at Community level of work going on in the various Member States on the development of trade electronic data interchange systems;
2. to alert potential users;
3. to alert European hardware and software manufacturers to the opportunities offered by electronic data interchange;
4. logistic support for European sectoral groups;
5. consideration on the specific requirements of trade electronic data interchange within Member States and between the Member States and the Community in telecommunications and standardization policies; carrying-out of preparatory work for that purpose;
6. help in the setting-up of conformance testing centres for software and hardware used in trade electronic data interchange systems;
7. to seek solutions to legal problems that might inhibit the development of trade electronic data interchange and to see to it that restrictive telecommunications regulations cannot hamper the development of trade electronic data interchange;
8. to study security requirements for trade electronic data interchange systems so as to guarantee confidentiality of messages transmitted;
9. to study specific problems caused by the multiplicity of languages in the Community and, to this end, to examine the possibility, for the purposes of multilingualism, of using the results obtained or expected under the machine translation programmes Systran and Eurotra;
10. to study the advisability of promoting the development of the specialized software needed for trade electronic data interchange;
11. to list existing or potential sectoral projects on trade electronic data interchange and to make a comparative analysis of them;
12. identification of special requirements emerging during the implementation of trade electronic data interchange systems that could be met more easily with Community assistance;
13. to make a particular study of the assistance that could be given to small and medium-sized businesses to help them to take an active part in trade electronic data interchange;
14. to give thought to possible support for pilot projects the gradual implementation of which would be likely to encourage solutions, capable of being generalized, to problems of common interest encountered by most trade electronic data interchange systems.

ANNEX B

Financial estimates for 1989

Commitment appropriations necessary to carry out the Tedis programme, less travel expenses and less experts' salaries relating to the Secretariat of the Edifact Board: ECU 3 840 000.

Estimated financial contribution from Sweden: ECU 137 856.

ANNEX C

Financial rules

Article 1

This Annex lays down the provisions and rules governing Sweden's financial contribution referred to in Article 4 of the Agreement.

Article 2

1. The financial contribution of Sweden shall be administered by the EFTA Secretariat.
 2. Each year, at a time to be agreed upon by the Commission and the EFTA Secretariat, the Commission shall send to the EFTA Secretariat a call for funds, corresponding to the contributions of all EFTA countries to the costs under their respective Agreements associating them with the Tedis programme.
 3. The contribution shall be expressed both in ecus and in Swiss francs, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ecus shall be determined on the date of the call for funds.
 4. The EFTA Secretariat shall submit to the Commission the contributions of all EFTA countries to the annual costs under their Agreements at the latest three months after the call for funds is received by the EFTA Secretariat. Any delay in the payment of the contribution shall give rise to the payment of interest by the EFTA Secretariat 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.
 5. The increased rate shall be applied to the entire period of delay.
 6. The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
 7. At the end of each year, a statement of appropriations for the Tedis programme shall be prepared and sent to Sweden and the EFTA Secretariat for information.
-

COUNCIL DECISION

of 21 December 1989

concerning the conclusion of an Agreement between the European Economic Community and the Swiss Confederation on trade electronic data interchange systems

(89/694/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⁾,

Having regard to the opinion of the Economic and Social Committee ⁽³⁾,

Whereas by Decision 87/499/EEC ⁽⁴⁾ the Council adopted a communications network Community programme on trade electronic data interchange systems (Tedis);

Whereas by Decision 89/241/EEC ⁽⁵⁾ the Council amended the said Decision in order to enable firms in non-member countries with which the Community has concluded agreements associating those countries with the Tedis programme to take part in that programme;

Whereas, by that Decision 89/241/EEC, the Council also authorized the Commission to negotiate such agreements with the members of the European Free Trade Association;

Whereas the Agreement between the European Economic Community and the Swiss Confederation on trade electronic data interchange systems should there be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Economic Community and the Swiss Confederation on trade electronic data interchange systems 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, on behalf of the Community, the notification provided for in Article 8 of the Agreement.

Done at Brussels, 21 December 1989.

For the Council
The President
E. CRESSON

⁽¹⁾ OJ No C 285, 11. 11. 1989, p. 6.

⁽²⁾ Opinion delivered on 15 December 1989 (not yet published in the Official Journal).

⁽³⁾ Opinion delivered on 19 December 1989 (not yet published in the Official Journal).

⁽⁴⁾ OJ No L 285, 8. 10. 1987, p. 35.

⁽⁵⁾ OJ No L 97, 11. 4. 1989, p. 46.

AGREEMENT

between the European Economic Community and the Swiss Confederation on trade electronic data interchange systems

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter referred to as 'the Community', and

THE SWISS CONFEDERATION,

hereinafter referred to as 'Switzerland',

both hereinafter referred to as the 'Contracting Parties',

WHEREAS, by Decision of 5 October 1987, the Council of the European Communities adopted a Community programme in the field of trade electronic data interchange systems in trade, industry and administration, hereinafter referred to as the 'Tedis programme';

WHEREAS the Member States of the European Free Trade Association, hereinafter referred to as 'EFTA', take an active part alongside the Community in drawing up European and international standards in this field; whereas there is a mutual interest in developing cooperation in areas such as the CD project and telecommunications;

WHEREAS the association of Switzerland with the Community's Tedis programme will facilitate this cooperation, help to avoid the creation of new technical barriers to trade between the Community and the Member States of EFTA and contribute to the coordinated development of the electronic transfer of commercial data throughout Europe;

BEARING IN MIND the Joint Declaration calling for the creation of a European economic space (EES), adopted by Ministers of the Member States of EFTA and the Member States of the Community and the Commission of the European Communities in Luxembourg on 9 April 1984,

HAVE AGREED AS FOLLOWS:

Article 1

1. Switzerland is hereby associated with the Tedis programme under the conditions laid down in this Agreement. The aims of the Tedis programme are set out in Annex A.

2. The Commission of the European Communities, hereinafter referred to as the 'Commission', shall be responsible for the implementation of this programme.

Article 2

Undertakings, including small and medium-sized enterprises, research institutes and other bodies established in Switzerland may tender for and carry out contracts under the Tedis programme under the same terms and conditions as those applicable to undertakings, research institutes and other bodies established within the Community.

Article 3

The results of the implementation of the Tedis programme, in particular those emanating from contracts concluded in accordance with Article 2, shall be made available to the Contracting Parties.

Article 4

1. The financial contribution of Switzerland deriving from its association with the Tedis programme shall be established in proportion to the amount available each year in the general budget of the Community for appropriations covering commitments to meet financial obligations of the Commission, resulting from the implementation of the programme.

2. The proportionality factor governing Switzerland's contribution shall be given by the ratio between Switzerland's gross domestic product at market prices and the sum of gross

domestic products at market prices of the Member States of the Community and of Switzerland. This ratio shall be calculated on the basis of the latest available OECD statistical data.

3. The amount estimated as necessary to carry out the Tedis programme and the amount of Switzerland's estimated contribution are set out in Annex B.

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

Article 5

The Commission shall keep Switzerland informed as to the realization of actions defined in the Tedis programme.

Article 6

1. This Agreement shall be concluded for the duration of the Community's Tedis programme.

2. Should the Community revise the Tedis programme, the Agreement may be terminated under mutually agreed conditions. Switzerland 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.

3. When a new Tedis programme is adopted, this Agreement shall be renewed by tacit agreement for the duration of the new programme, unless it is terminated by either of the Contracting Parties within three months of the adoption of the new programme. The provisions of paragraph 2 shall remain applicable.

4. Whenever a decision on the renewal of the Tedis 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.

5. This Agreement shall not be regarded as having expired merely because there is a delay in the adoption of a new Tedis programme.

6. Notwithstanding the provisions of paragraphs 2 and 3, either Contracting Party may terminate this Agreement with three 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 7

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

Article 8

This Agreement shall be approved by the Contracting Parties in accordance with their own procedures. It shall enter into force on the first day of the month following the date on which the Contracting Parties have notified each other that the procedures necessary to this end have been completed.

Article 9

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.

Done at Brussels on the seventh day of December in the year one thousand nine hundred and eighty-nine.

*For the Council
of the European Communities*

Jean VIDAL
Gianluigi GIOLA

*For the Government
of the Swiss Confederation*

Bénédict de TSCHARNER

ANNEX A

The objectives of the Tedis programme for 1988 to 1989 are:

1. coordination at Community level of work going on in the various Member States on the development of trade electronic data interchange systems;
2. to alert potential users;
3. to alert European hardware and software manufacturers to the opportunities offered by electronic data interchange;
4. logistic support for European sectoral groups;
5. consideration on the specific requirements of trade electronic data interchange within Member States and between the Member States and the Community in telecommunications and standardization policies; carrying-out of preparatory work for that purpose;
6. help in the setting-up of conformance testing centres for software and hardware used in trade electronic data interchange systems;
7. to seek solutions to legal problems that might inhibit the development of trade electronic data interchange and to see to it that restrictive telecommunications regulations cannot hamper the development of trade electronic data interchange;
8. to study security requirements for trade electronic data interchange systems so as to guarantee confidentiality of messages transmitted;
9. to study specific problems caused by the multiplicity of languages in the Community and, to this end, to examine the possibility, for the purposes of multilingualism, of using the results obtained or expected under the machine translation programmes Systran and Eurotra;
10. to study the advisability of promoting the development of the specialized software needed for trade electronic data interchange;
11. to list existing or potential sectoral projects on trade electronic data interchange and to make a comparative analysis of them;
12. identification of special requirements emerging during the implementation of trade electronic data interchange systems that could be met more easily with Community assistance;
13. to make a particular study of the assistance that could be given to small and medium-sized businesses to help them to take an active part in trade electronic data interchange;
14. to give thought to possible support for pilot projects the gradual implementation of which would be likely to encourage solutions, capable of being generalized, to problems of common interest encountered by most trade electronic data interchange systems.

ANNEX B**Financial estimates for 1989**

Commitment appropriations necessary to carry out the Tedis programme, less travel expenses and less experts' salaries relating to the Secretariat of the Edifact Board: ECU 3 840 000.

Estimated financial contribution from Switzerland: ECU 147 456.

ANNEX C**Financial rules****Article 1**

This Annex lays down the provisions and rules governing Switzerland's financial contribution referred to in Article 4 of the Agreement.

Article 2

1. The financial contribution of Switzerland shall be administered by the EFTA Secretariat.
 2. Each year, at a time to be agreed upon by the Commission and the EFTA Secretariat, the Commission shall send to the EFTA Secretariat a call for funds, corresponding to the contributions of all EFTA countries to the costs under their respective Agreements associating them with the Tedis programme.
 3. The contribution shall be expressed both in ecus and in Swiss francs, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78. The value of the contribution in ecus shall be determined on the date of the call for funds.
 4. The EFTA Secretariat shall submit to the Commission the contributions of all EFTA countries to the annual costs under their Agreements at the latest three months after the call for funds is received by the EFTA Secretariat. Any delay in the payment of the contribution shall give rise to the payment of interest by the EFTA Secretariat 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.
 5. The increased rate shall be applied to the entire period of delay.
 6. The financial regulations in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
 7. At the end of each year, a statement of appropriations for the Tedis programme shall be prepared and sent to Switzerland and the EFTA Secretariat for information.
-