

Official Journal

of the European Communities

ISSN 0378 - 6978

L 54

Volume 35

28 February 1992

English edition

Legislation

Contents

I *Acts whose publication is obligatory*

- ★ Council Regulation (EEC) No 436/92 of 10 February 1992 amending Regulation (EEC) No 1956/88 adopting provisions for the application of the scheme of joint international inspection adopted by the Northwest Atlantic Fisheries Organization 1

II *Acts whose publication is not obligatory*

Council

92/132/EEC:

- ★ Council Decision of 3 February 1992 concerning the conclusion of bilateral Cooperation Agreements on Science and Technology for Environmental Protection (STEP) between the European Economic Community and the Republic of Austria, the Republic of Finland and the Kingdom of Norway respectively 21
- Cooperation Agreement between the European Economic Community and the Republic of Austria on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) 22
- Cooperation Agreement between the European Economic Community and the Republic of Finland on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) 28
- Cooperation Agreement between the European Economic Community and the Kingdom of Norway on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) 34

92/133/EEC:	
★ Council Decision of 3 February 1992 concerning the conclusion of bilateral Cooperation Agreements between the European Economic Community and the Republic of Iceland and the Kingdom of Sweden respectively on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) and European Programme on Climatology and Natural Hazards (Epoch)	40
Cooperation Agreement between the European Economic Community and the Republic of Iceland on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) and European Programme on Climatology and Natural Hazards (Epoch)	41
Cooperation Agreement between the European Economic Community and the Kingdom of Sweden on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) and European Programme on Climatology and Natural Hazards (Epoch)	49
92/134/EEC:	
★ Council Decision of 3 February 1992 concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Republic of Turkey in the field of medical and health research	57
Cooperation Agreement between the European Economic Community and the Republic of Turkey in the field of medical and health research	58

I

(Acts whose publication is obligatory)

COUNCIL REGULATION (EEC) No 436/92

of 10 February 1992

amending Regulation (EEC) No 1956/88 adopting provisions for the application of the scheme of joint international inspection adopted by the Northwest Atlantic Fisheries Organization

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS REGULATION:

Having regard to the Treaty establishing the European Economic Community,

Having regard to Council Regulation (EEC) No 170/83 of 25 January 1983 establishing a Community system for the conservation and management of fishery resources ⁽¹⁾, and in particular Article 11 thereof,

Having regard to the proposal from the Commission,

Whereas Regulation (EEC) No 1956/88 ⁽²⁾ implements the scheme of joint international inspection adopted by the Northwest Atlantic Fisheries Organization (NAFO) Fisheries Commission on 10 February 1988;

Whereas the NAFO Fisheries Commission adopted on 13 September 1991 a proposal for a modified scheme, henceforward to be entitled 'scheme of joint international inspection and surveillance'; whereas pursuant to Article XI of the NAFO Convention, the proposal will, in the absence of objections, become a measure binding upon Contracting Parties with effect from 6 January 1992; whereas the modified scheme is acceptable to the Community;

Whereas provision should be made for adopting detailed rules for implementing the modified scheme,

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 10 February 1992.

Article 1

Regulation (EEC) No 1956/88 is hereby amended as follows:

1. Article 1 shall be replaced by the following:

'Article 1

The scheme of joint international inspection and surveillance, adopted by the NAFO Fisheries Commission on 13 September 1991, hereinafter referred to as "the scheme", shall apply in the Community.

The text of the scheme is attached to this Regulation.'

2. Article 2.1 shall be replaced by the following:

'The Commission of the European Communities shall assign Community inspectors to the scheme. The inspectors may be appointed by the Commission or by a Member State. A Community inspector may be placed on board any Member State vessel or aircraft engaged or about to be engaged in inspection or surveillance duties in the NAFO regulatory area.'

3. The scheme shall be replaced by that contained in the Annex to this Regulation.

Article 2

This Regulation shall enter into force on the third day following that of its publication in the *Official Journal of the European Communities*.

For the Council

The President

Jorge BRAGA DE MACEDO

⁽¹⁾ OJ No L 24, 27. 1. 1983, p. 1.

⁽²⁾ OJ No L 175, 6. 7. 1988, p. 1.

ANNEX

'SCHEME OF JOINT INTERNATIONAL INSPECTION AND SURVEILLANCE

1. (i) Control and surveillance shall be carried out by inspectors of the fishery control services of the Contracting Parties following their assignment to the scheme of joint international inspection and surveillance, hereinafter referred to as 'the scheme'.
- (ii) The appropriate authorities of the Contracting Parties shall notify the Executive Secretary by 1 November each year of the names of the inspectors and special inspection vessels (which term includes fishing vessels carrying inspectors) and the type and call sign of the helicopters or other aircraft which they are assigning to the scheme in accordance with paragraph 13 of the scheme.
Modification by Contracting Parties to such notifications shall be communicated to the Executive Secretary with two months notice whenever possible.
- (iii) Following notification to the Executive Secretary, and in the case of mutual agreement between the respective Contracting Parties, inspectors assigned by one Party may be placed on board the special inspection vessels or aircraft of another Party assigned to the scheme.
- (iv) On receipt of the notification of assignment to the scheme from the Contracting Party, the Executive Secretary shall issue a document of identity, as shown in Annex I, to the respective authority for each inspector of that Party. This document shall be numbered. Each inspector shall carry and produce this document of identity upon boarding a vessel.
- (v) Special inspection vessels and aircraft shall immediately notify the Executive Secretary by radio/telex, facsimile or other communication of the date and time of commencing their duties under the scheme. All inspectors on board shall be assumed to be NAFO inspectors.
- (vi) Between the times of commencing and terminating their duties under the scheme inspectors and special inspection vessels and aircraft may not, with respect to vessels and aircraft under the jurisdiction of other Contracting Parties, enforce laws and regulations related to the zone of the Contracting Party which has assigned them.
- (vii) Special inspection vessels and aircraft shall immediately notify the Executive Secretary by radio/telex of the date and time of terminating their duties under the scheme.
- (viii) In each case, the times referred to in subparagraph (vi) above shall be entered in the aircraft's or ship's log or its equivalent. The times stated in these entries, shall constitute the times applicable to subparagraph (vi) above. In cases where communication of the notifications is not possible or practicable, these entries shall constitute fulfillment of the obligations under subparagraphs (v) and (vii).
- (ix) The Executive Secretary shall circulate the substance of the notifications received from any Contracting Party for the purposes of the scheme, to all members of the Fisheries Commission, hereinafter referred to as 'the Commission' within 15 days of receipt.
2. (i) In its inspections a Contracting Party shall aim at ensuring equal treatment between all Contracting Parties with vessels operating in the regulatory area through an equitable distribution of inspections.
- (ii) To ensure objectivity in the realization and distribution of inspections between the Contracting Parties, the number of inspections carried out by the vessels of a Contracting Party on vessels of any other Contracting Party shall, as far as possible, reflect the ratio of the inspected Party's fishing activity to the total fishing activity in the regulatory area, measured on the basis of, *inter alia*, the level of catches and days on ground.

3. Appropriate authorities of Contracting Parties shall notify the Executive Secretary of the names of the authorities designated to receive immediate notice of apparent infringements and the means by which they may receive and respond to communications.

Where, at any time, more than 15 vessels of any one Contracting Party are engaged in fishing operations or in the processing or transferring of fish in the regulatory area, that Contracting Party shall, during that time, have an inspector or other designated authority present in the regulatory area, or other designated authority present in a country of a Contracting Party adjacent to the convention area, to receive and respond, without delay, to notice of apparent infringements.

4. (i) Any vessel or helicopter assigned to the scheme and carrying an inspector shall display the following signals to indicate that the inspector is carrying out inspections under the scheme:
 - (a) during daylight hours, in conditions of normal visibility two inspection pennants as shown in Annex II, flown in a vertical line one above the other with distance between the two not exceeding one metre;

- (b) the boarding craft shall display one inspection pennant which is identical as shown in Annex II but which may be half-scale.
 - (ii) Surveillance aircraft assigned to the scheme shall have their international radio call sign clearly displayed.
5. (i) Inspection and control under the scheme applies in the regulatory area to the following vessels:
- (a) fishing vessels which are or have been engaged in fishing operations in the regulatory area;
 - (b) vessels, equipped for processing fish on board, which are or have been engaged in fish transferring operations in the regulatory area; and,
 - (c) transport vessels which are actually engaged in fish transferring operations.
- (ii) The master of vessel to which the scheme applies shall facilitate boarding when given the appropriate signal in the Internationale Code of Signals by a vessel or helicopter carrying an inspector. The vessel to be boarded shall not be required to stop or manoeuvre when fishing, shooting, or hauling. The master shall nonetheless provide:
- (a) for vessels longer than 30 metres overall, a boarding ladder constructed and used as described in Annex III;
 - (b) such assistance to boardings from helicopters as specified or as qualified in Annex IV.
- In either case, the master shall observe the ordinary practice of good seamanship to enable an inspection party to board as soon as practicable.
- (iii) The procedures established for personnel helicopter hoist transfers shall not place a higher duty of care upon the master of a fishing vessel than that required by international law.
- (iv) An inspection party shall consist of, at maximum, two inspectors assigned to the scheme. The use of arms in relation to the inspections is prohibited and, in particular, the inspectors shall not carry arms. Notwithstanding the provisions of this section, the principle of not carrying or using arms shall not be deemed to limit the performance of inspections by a Contracting Party of vessels flying its own flag.
- (v) The vessel in charge of a pair of trawling operations shall be required to identify itself by flying a pennant or flag on the approach of an inspector.
6. (i) Inspections shall be made so that the vessel, its activities and catch suffer the minimum interference and inconvenience. The duration of an inspection shall not exceed three hours, or until the net is hauled in and the net and catch are inspected, whichever is longer, but this time limitation shall not apply in the case of an apparent infringement.

In the case of a difference between the recorded catches and the estimates of the inspector of the catch on board the vessel, the inspector may re-check calculations, procedures, the relevant documentation used to determine the catch summaries from the regulatory area and the catch on board the vessel; the inspector shall then leave the vessel within one hour following the completion of the original inspection.

An inspector shall limit his inquiries to the ascertainment of the facts in relation to the observance of those Commission measures to which the Contracting Party for the inspected vessel has not objected in accordance with Article XII of the Convention. The inspection shall be carried out using the report of inspection prescribed in Annex V.

As regards Section 15 of Annex V, notwithstanding any objection to quotas made pursuant to Article XII of the Convention, inspectors shall summarize from log-book records, for the current voyage, the vessel's catch in the regulatory area by species and by division and shall record this summary on the inspection form. The current voyage shall be defined for this purpose as beginning when the vessel enters the regulatory area, and ending when the vessel leaves the convention area (which includes the ports bordering the convention area) for a period greater than 20 consecutive days. The current voyage shall not be considered to have ended as long as the vessel has catch on board from the regulatory area.

In the case of a language difficulty, the inspector or the master shall use, in the appropriate language, the appropriate part of the questionnaire shown in Annex VI.

Contracting Parties may exercise, by letter to the Executive Secretary, the option to have inspectors summarize from log-book records for the quota period, instead of the current voyage, their vessel's catch in the regulatory area by species and by division and record this summary in Section 15 of the inspection form.

In making his examination, the inspector may ask the master for any required assistance. The master shall facilitate the work of the inspector. The report of the inspection may be commented upon and shall be signed by all the persons that the form requires. A copy of the report shall be given to the master of the vessel.

The Contracting Party inspecting a vessel will communicate in writing the details of an apparent infringement to the designated authorities of the Contracting Party for the inspected vessel within the working day following the inspection whenever possible.

The Contracting Parties inspecting vessels will provide notification of a list of vessels inspected on a calendar monthly basis to the designated authorities of the Contracting Parties of the vessels inspected, via the office of the Executive Secretary. In the case of an apparent infringement or a difference between recorded catches and the inspector's estimates of the catches on board, a copy of the inspection report with supporting documentation, including second photographs taken, shall be transmitted as soon as possible to the responsible authorities of the Contracting Party for the inspected vessel, after the inspection vessel returns to port. In the case of other inspection reports, the original shall be transmitted within 30 days whenever possible, to a designated authority of the Contracting Party for the inspected vessels. A copy of every inspection report shall also be forwarded to the Executive Secretary.

- (ii) Notwithstanding any objection to quotas made pursuant to Article XII of the Convention:
 - (a) inspectors shall have authority to inspect and measure all fishing gear on or near the working deck and readily available for use and to inspect and record estimates of the catch on and below decks in so far as such inspection and measurement are necessary to establish whether the vessel is complying with the Commission's measures;
 - (b) fishing gear shall be inspected in accordance with the Commission's measures;
 - (c) with regard to catches, correspondence between the log-book entries for the regulatory area and estimates of catches by species on board relating to these entries may be ascertained and differences between recorded catches and the inspector's estimate of the catches on board with percentages shall be recorded under Section 18 of the inspection report (Comments Section); and
 - (d) inspectors may also ascertain that records for the duration of the quota period to the date of the inspection are aboard the vessel in accordance with the NAFO Conservation and Enforcement Measures Part I C (2) (b) (iii).
- (iii) As inspector has the authority to examine catch, nets or other gear, and any relevant documents which the inspector deems necessary to verify the observance of the Commission's measures.

Where an apparent infringement of the measures is observed:

 - the inspector shall note the apparent infringement in the report, sign the entry and obtain the countersignature of the master,
 - the inspector shall enter and sign a notation in the fishing log-book or other relevant document stating the date, location, and type of apparent infringement found. The inspector may make a copy of any relevant entry in such a document, and shall require the master of the vessel to certify in writing on each page of the copy that it is a true copy of such entry,
 - the inspector shall have full opportunity to document the apparent infringement with photographs of the relevant fishing vessel's gear or catch, in which case a second photograph shall be given to the master of the vessel and attached to the report sent to an appropriate authority of the Contracting Party for the inspected vessel.
- (iv) Where an inspector finds an apparent infringement of measures prohibiting:
 - (a) fishing in a closed area or with gear prohibited in a specific area;
 - (b) fishing for stocks or species after the date on which the Contracting Party for the inspected vessel has notified the Executive Secretary that vessels of the party will cease a directed fishery for those stocks or species;and
 - (c) fishing on the 'others' quota without prior notification to the Executive Secretary, or more than seven working days after the Contracting Party for the inspected vessel has been notified by the Executive Secretary that fishing under an 'others' quota for that stock or species should cease,

the inspector, to facilitate a Contracting Party action on the apparent infringement, shall immediately attempt to communicate with an inspector of the Contracting Party for the inspected vessel, known to be in the vicinity, or the authority designated in accordance with paragraph 3 above. The master of the inspected vessel shall provide the use of the vessel's radio equipment and operator for messages to be sent out and received for this purpose.

At the request of the inspector, a master shall cease all fishing which appears to the inspector to contravene the measures referred to in (a) to (c) above. During this time, the inspector shall complete the inspection and, if unable within a reasonable period of time to communicate with an inspector or designated authority of the Contracting Party for the inspected vessel, he shall leave the inspected vessel and communicate as soon as possible with one of them. However, if he succeeds in establishing communications while on board the inspected vessel, and provided that the inspector or designated

authority of the Contracting Party for the inspected vessel agrees, the inspector may remain aboard. As long as the inspector remains aboard, the master may not resume fishing until the inspector is reasonably satisfied, as a result of either the action taken by the vessel's master or the inspector's communication with an inspector or designated authority of the Contracting Party for the inspected vessel, that the apparent infringement will not be repeated.

- (v) The inspector in charge may request that the master remove any part of the fishing gear which appears to the inspector to contravene the Commission's measures. An identification mark shall be affixed securely to any part of the fishing gear which appears to the inspector to have been in contravention, and the inspector shall record the fact on his report. The gear shall be preserved with the mark attached until examined by an inspector or designated authority of the Contracting Party for the inspected vessel who shall determine the subsequent disposition of the gear.
 - (vi) An inspector may photograph the fishing gear in such a way that the identification mark and measurements of the fishing gear are visible and subjects photographed should be listed in the report. A second photograph shall be given to the master of the vessel.
7. An appropriate authority of a Contracting Party notified of an apparent infringement committed by a vessel of that Party shall take prompt action to receive and consider the evidence of the apparent infringement, conduct any further investigation necessary for disposition of the apparent infringement and, whenever possible, board the vessel involved. An appropriate authority of the Contracting Party for the vessel concerned shall cooperate fully with the appropriate authority of the Contracting Party that designated the inspector to ensure that the evidence of the apparent infringement is prepared and preserved in a form which facilitates judicial action.
- The appropriate authority of a Contracting Party notified of differences between the recorded catches and the estimates of the inspector, shall whenever possible board the vessel involved and, in any event, cooperate with the NAFO inspectors to ensure that the evidence is prepared and preserved in a form which would facilitate any judicial action, and shall conduct any further investigation necessary to allow it to determine appropriate follow-up action.
8. An inspector observing a failure of a vessel to enable an inspection party to board after being properly signalled shall:
- (i) report the apparent infringement as soon as possible to any inspector of the Contracting Party for the vessel concerned known to be in the vicinity or a designated authority of that Contracting Party;
- and,
- (ii) prepare and forward to the Executive Secretary a report giving as much information as possible, including the nature of the signal, the distance from which the signal was given, the visibility at the time, sea state, wind and icing conditions.
9. For the purpose of the scheme, 'surveillance' shall be based on any sighting made by an inspector from an inspection vessel or aircraft assigned to the scheme.
- (i) When, as a result of surveillance an inspector observes a vessel of a Contracting Party, and where such observation does not correspond with the latest information available to the inspector as provided for by Section C.2 of Part III of the Conservation and Enforcement Measures, the inspector shall complete Part I of the surveillance report form shown at Annex VII and shall photograph the vessel in support of his observations. Photographs taken should simultaneously record the position, date and time as shown by the surveillance craft's instrumentation.
 - (ii) Not less than 72 hours following the recording of the observation in Part I of the surveillance report and on the basis of notifications received from the Contracting Party of the vessel concerned pursuant to the hail system, the inspector shall complete Part II of the surveillance report.
 - (iii) The original of each surveillance report completed in accordance with 9 (i) and (ii) and any photographs shall be forwarded as soon as possible to the Contracting Party of the vessel concerned, or a designated authority of that Contracting Party. A copy of every surveillance report shall also be forwarded to the Executive Secretary.
 - (iv) An appropriate authority of a Contracting Party shall, on receipt of a surveillance report concerning a vessel of that party, take prompt action to receive and consider the report and, whenever possible, board the vessel concerned, and conduct any further investigation necessary to allow it to determine appropriate follow-up action.
10. Resistance to an inspector or failure to comply with his directions shall be treated by the Flag State of the vessel as if the inspector were an inspector of that State.
11. Inspectors shall carry out their duties in accordance with the rules set out in the scheme, but they shall remain under the operational control of the authorities of their Contracting Parties and shall be responsible to them.

12. Appropriate authorities of a Contracting Party shall consider and act on reports from inspectors of other Contracting Parties under the scheme on the same basis as reports from its own inspectors. The provisions of this paragraph shall not impose any obligation on the appropriate authorities of a Contracting Party to give the report from a foreign inspector a higher evidentiary value than it would possess in the inspector's own country. Appropriate authorities of Contracting Parties shall collaborate in order to facilitate judicial or other proceedings arising from a report submitted by the inspector under the scheme.
13. Appropriate authorities of a Contracting Party shall inform the Executive Secretary by 1 November each year of the provisional plans for participation by its inspectors, vessels and helicopters and other aircraft in the scheme for the succeeding calendar year, and the Executive Secretary may make suggestions to the appropriate authorities of the Contracting Parties for the coordination of their operations in this field including the number of inspectors and the number of vessels, helicopters and other aircraft carrying inspectors.
14. Appropriate authorities of each Contracting Party shall report to the Executive Secretary by 1 March each year for the previous calendar year:
 - (i) the number of inspections conducted by it under the scheme specifying the number of inspections on the vessels of each Contracting Party and, in the case of apparent infringement, the date and position of the inspection of the named vessel and the nature of the apparent infringement;
 - (ii) the disposition of apparent infringements notified to it by a Contracting Party. The apparent infringements shall be listed annually until the action is concluded under the laws of the Flag State, and any penalties imposed shall be described in specific terms;
 - (iii) differences that they consider significant between records of catches in their Contracting Party's vessels' log-books and inspectors' estimates of catches on board the vessels. The cases so identified as significant shall be listed annually until NAFO is informed of the actions taken in response, including any penalties imposed under the law of the Flag State. These penalties shall be described in specific terms;
 - (iv) the number of air hours flown on NAFO patrol, the number of sightings and the number of surveillance reports established with the date, time and position of the sightings in respect of these surveillance reports;
 - (v) the disposition of surveillance reports notified to it by a Contracting Party. The surveillance reports shall be listed annually until follow-up action is concluded by the appropriate authorities. In cases where the follow-up action results in penal action any penalties imposed shall be described in specific terms.
15.
 - (i) In the event of a disagreement concerning the interpretation or application of the scheme, the concerned Contracting Parties shall consult in an attempt to resolve the disagreement.
 - (ii) If the disagreement remains unresolved following the consultations, at the request of a Contracting Party the Executive Secretary shall refer the disagreement to a special meeting of the Standing Committee on International Control (Stactic).

A report on the disagreement shall be drawn up by Stactic and provided to the Fisheries Commission within two months of the Stactic meeting.
 - (iii) On receipt of the Stactic report, a Contracting Party may within a further period of two months request a special meeting of the Fisheries Commission to consider the report and to take appropriate action.

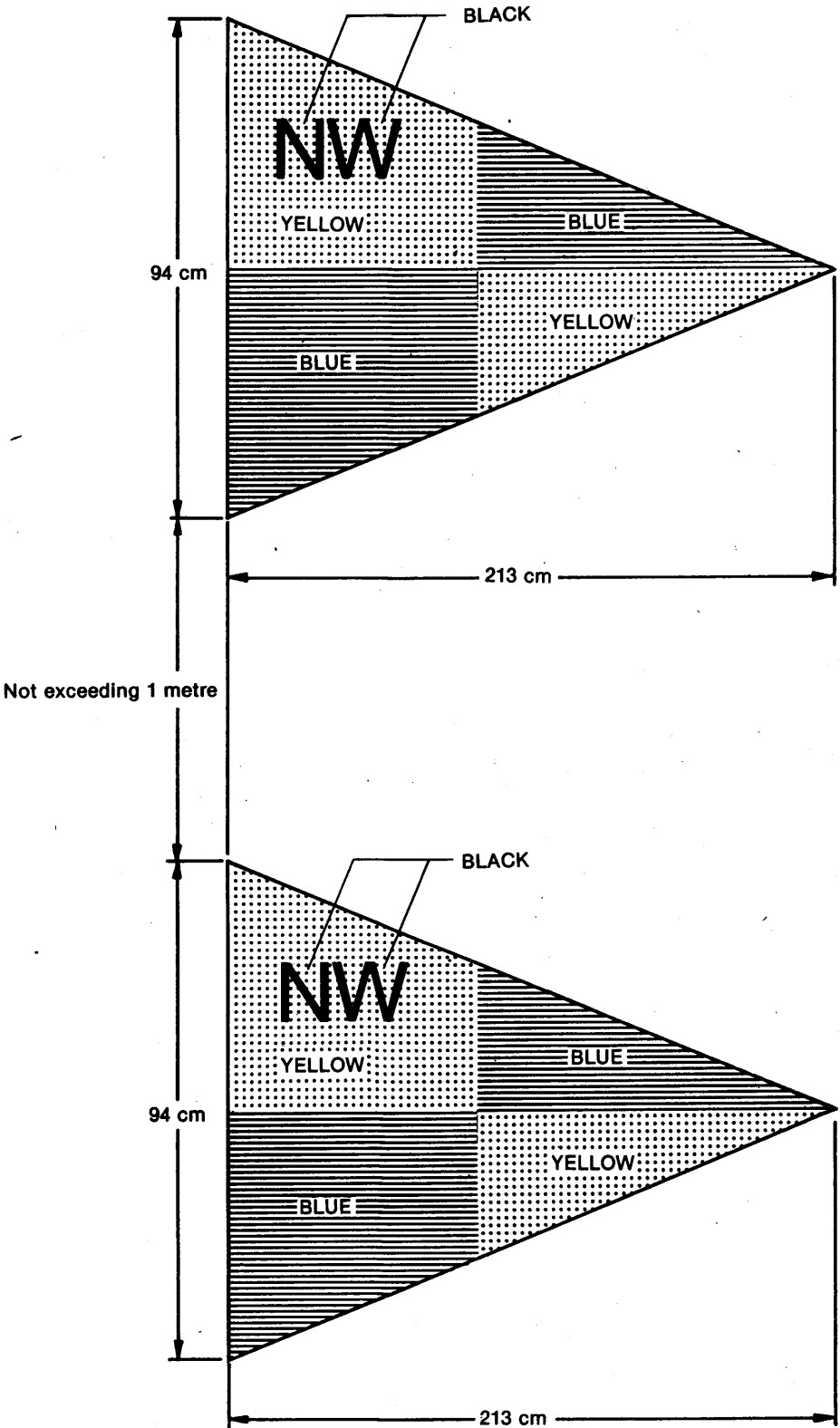
ANNEX I

INSPECTOR'S DOCUMENT OF IDENTITY

(not smaller than 8,5 cm × 5,5 cm)

Signature of bearer	Photograph	Pennant
FISHERIES COMMISSION OF THE NORTHWEST ATLANTIC FISHERIES ORGANIZATION		
The bearer of this document (NAME IN CAPITALS)		
is an Inspector duly appointed under the terms of the Scheme of Joint International Inspection of the Fisheries Commission of the North- west Atlantic Fisheries Organization, and has authority to act under the arrangements approved by the Commission.		
Issued by		
Signature (Executive Secretary)		
(CONTRACTING PARTY IN CAPITALS)		
DURATION OF ASSIGNMENT:]		
No.		

ANNEX II
INSPECTION PENNANTS



ANNEX III

CONSTRUCTION AND USE OF BOARDING LADDERS

1. The boarding ladders shall be efficient for the purpose of enabling inspectors to embark and disembark at sea safely. The boarding ladders are to be kept clean and in good order.
2. The ladder shall be secured in a position so that it is clear of any possible discharge from the ship, that each step rests firmly against the ship's side, that it is clear so far as practicable of the finer lines of the ship and that the inspector can gain safe and convenient access to the ship.
3. The steps of the boarding ladder shall be:
 - (a) of hardwood or other material of equivalent properties, made in one piece free of knots, having an efficient non-slip surface; the four lowest steps may be made of rubber of sufficient strength and stiffness or of other suitable material of equivalent characteristics;
 - (b) not less than 480 mm long, 115 mm wide, and 25 mm in depth, excluding any non-slip device; and
 - (c) equally spaced not less than 380 mm not more than 380 mm apart and may be secured in a manner that they will remain horizontal.
4. No boarding ladder shall have more than two replacement steps which are secured in position by a method different from that used in the original construction of the ladder and any steps so secured shall be replaced, as soon as reasonably practicable, by steps secured in position by the method used in the original construction of the ladder.
5. The side ropes of the ladder shall consist of two uncovered manila or equivalent ropes not less than 60 mm in circumference on each side; each rope shall be continuous with no joints below the top step; two man ropes properly secured to the ship and not less than 65 mm in circumference and a safety line shall be kept at hand, ready for use if required.
6. Battens made of hardwood, or other material of equivalent properties, in one piece and not less than 1,80 metres long, shall be provided at such intervals as will prevent the boarding ladder from twisting. The lowest batten shall be on the fifth step from the bottom of the ladder and the interval between any batten and the next shall not exceed nine steps.
7. Means shall be provided to ensure safe and convenient passage onto or into and off the ship between the head of the pilot ladder or of any accommodation ladder or other appliance provided. Where such passage is by means of a gateway in the rails or bulwark, adequate handholds shall be provided. Where such passage is by means of a bulwark ladder, such ladder shall be securely attached to the bulwark rail or platform and two handhold stanchions shall be fitted at the point of boarding or leaving the ship not less than 0,70 metre nor more than 0,80 metre apart. Each stanchion shall be rigidly secured to the ship's structure at or near its base and also at a higher point, shall be not less than 40 mm in diameter and shall extend not less than 1,20 metres above the stop of the bulwark.
8. Lighting shall be provided at night such that both the boarding ladder overside and also the position where the inspector boards the ship shall be adequately lit. A lifebuoy equipped with a self-igniting light shall be kept at hand, ready for use. A heaving line shall be kept at hand, ready for use if required.
9. Means shall be provided to enable the boarding ladder to be used on either side of the ship.
10. The rigging of the ladder and the embarkation and disembarkation of an inspector shall be supervised by a responsible officer of the ship.
11. Where on any ship constructional features such as rubbing bands would prevent the implementation of any of these provisions, special arrangements shall be made to the satisfaction of the Commission to ensure that persons are able to embark and disembark safely.

ANNEX IV

HELICOPTER HOIST PROCEDURE

1. The captain of the helicopter shall be in charge of and shall ensure the safety of personnel who are being transferred between a vessel and the helicopter during the entire time such personnel are attached to the helicopter via the hoist cable and the lifting device.
2. The master of the vessel shall follow the procedures described below to assist the helicopter:
 - (i) attempt to communicate by radio in a common language;
 - (ii) alter course and speed if requested and if free to do so;
 - (iii) maintain a steady course and speed throughout the transfer operation unless the safety of the vessel is in jeopardy;
 - (iv) provide a visual indication of relative wind by means of a pennant or other suitable device;
 - (v) clear the transfer area of objects which could be blown loose;
 - (vi) shall not make radio transmission on standing wire antennae (high frequency) in the immediate vicinity of the transfer area during the transfer. If such transmissions become necessary, the helicopter shall be advised in order that the transfer could be delayed; if a guide line is lowered first, crew members should be available to man this line to assist in the transfer of the inspection party. Other lines and wires should not be touched by the crew of the vessel until the inspection party has grounded those lines and wires on the vessel;
 - (vii) take appropriate measures to ensure to the extent practicable that none of the lines or fittings lowered from the helicopter are attached to or permitted to foul in the vessel.
3. The helicopter displaying its inspection pennant shall communicate to the vessel the intention to conduct a boarding:
 - (i) by radio communications on 2 182 kHz, VHF-FM channel 16 or other agreed frequencies;
 - (ii) by visual or aural indication of an appropriate signal extracted from the International Code of Signals as shown in paragraph 7;
 - (iii) by hovering over or near the intended boarding position in conjunction with hand signals, adopted from the International Code of Signals, as indicated in paragraph 4.
4. (i) *Signal:* Pointing movement by arm or hand
 Used by: *Meaning:*
 Helicopter Wish to conduct transfer or boarding in the indicated location
 - (ii) *Signal:* Vertical motion with arm or flag, or 'Thumbs-up' indication

<i>Used by:</i>	<i>Situation:</i>	<i>Meaning:</i>
Either	Before transfer	Ready to conduct transfer;
Vessel	Before transfer	Desire transfer from this position;
Helicopter	After dropping the guide line	Take up the slack on the guide line;
	After taking up the slack on the guide line	Pull in gently on the guide line;
Either	At any time	Affirmative response.
 - (iii) *Signal:* Horizontal motion with arm or flag, or 'Thumbs-down' indication

<i>Used by:</i>	<i>Situation:</i>	<i>Meaning:</i>
Vessel	Before transfer	Transfer not recommended from this position — recommend alternative (and point towards desired position);
Either	Before transfer	Not ready to conduct transfer;
Vessel	During transfer	Request you stop the transfer;
Helicopter	After dropping the guide line	Ease the tension on the guide line;
	After easing the tension on the guide line	Release the guide line;
Either	At any time	Negative response.

5. A visual display of the symbol YU by the helicopter or the radio transmission of YANKEE UNIFORM to the fishing vessel indicates the signals in paragraph 7 are to be used for inspection communications.
6. The following situations are representative of conditions under which a personnel helicopter hoist transfer shall NOT be attempted:
 - (i) in the opinion of the captain of the helicopter or the master of the vessel, there is inadequate clear space for a transfer or there are too many obstructions;
 - (ii) there is significant vessel motion such that, in the opinion of the captain of the helicopter or the master of the vessel, a hazard exists;
 - (iii) the helicopter cannot position itself with an acceptable relative wind; and
 - (iv) other hazards exist which prejudice the safety of the helicopter or the vessel or of personnel being transferred.

7. IMO signal	IMO meaning	Remarks
SQ 3	You should stop, or heave to, I am going to board you	The display of the inspection pennant indicates the presence of an authorized inspection team in the helicopter
MG	You should steer course . . .	Course is true
IK-RQ	Request you proceed at . . . knots	
AZ	I cannot alight but I can lift crew	Indication of intentions to conduct helicopter hoist transfer (used with BB signal)
BB1-RQ	May I alight on your deck; are you ready to receive me forward?	Used in conjunction with signal AZ to indicate helicopter will not alight but will conduct a hoist transfer in the area indicated
BB2-RQ	May I alight on your deck; are you ready to receive me amidships?	
BB3-RQ	May I alight on your deck; are you ready to receive me aft?	
K	I wish to communicate with you by . . . (extracts from IMO Table 1) 6 . . . International Code Flags 8 . . . radiotelephony 2 182 kHz 9 . . . VHF radiotelephony channel 16	
YX	I wish to communicate by radio-telephony on frequency indicated	
C	Yes (affirmative)	
N	No (negative)	November Oscar by voice or radio transmission
YU	I am going to communicate with your station by means of the International Code of Signals	
BT	Helicopter is coming to you now (or at time indicated)	

ANNEX V

FISHERIES COMMISSION OF THE NORTHWEST ATLANTIC FISHERIES ORGANIZATION
REPORT OF INSPECTION

(Inspector: Please use CAPITAL BLOCK LETTERS)

1. The forms for the report of inspection shall be collated in a booklet with each page having an original and two self-carbon copies (preferably coloured and preferably one yellow and one green).
2. Page packets are to be perforated at the top and bottom of the page for easy removal.
3. Items 1 through 8 and item 18 of the report are to be highlighted with red ink.
4. Booklets should be bound preferably with 20 complete sets of the three-page report.
5. The size of every page, after removal from the packet, should be 355,5 mm (14") in length by 216 mm (8½") in width.

Note to master of fishing vessel

The NAFO inspector will produce his/her NAFO document of identity on boarding. He/she is then entitled to inspect and measure all fishing gear on or near the working deck and readily available for use and the catch on and/or below decks and any relevant documents. This inspection will be to check your compliance with NAFO's measures to which your contracting party has not objected and, notwithstanding any such objection, to inspect the logbook entries for the Regulatory Area and the catches on board. The inspector will not ask you to haul your nets; however, he/she may remain on board until the net is hauled in.

AUTHORIZED INSPECTOR(S)

1. Name(s)
- Contracting party
2. Name and identifying letters and/or number of vessel carrying inspectors

INFORMATION ON VESSEL INSPECTED

3. Contracting party and port of register
4. Vessel's name and registration number
5. Master's name
6. Owner's name and address
7. Position as determined by inspecting vessel's master at UTC:
Latitude Longitude
(a) Equipment used in determining position
8. Position as determined by fishing vessel's master at UTC:
Latitude Longitude
(a) Equipment used in determining position

DATE AND TIMES THE INSPECTION COMMENCED AND FINISHED

9. Date Time arrived on board UTC Time of departure UTC

GEAR ON OR NEAR THE WORKING DECK INSPECTED

10.		1st net	2nd net	3rd net
	Type of net (trawl net, seine net, etc.)			
	Material (chemical category, if possible)			
	Single or double twine			
	Net (measured wet) — on or near trawl deck			
	Type of net attachments inspected			
	Remarks			

MESH MEASUREMENT — IN MILLIMETERS

11. Cod-end (inclusive of lengthener(s), if any) — Samples of 20 meshes

	Width (Mesh Size)																				Average width	Legal size
1st net																						
2nd net																						
3rd net																						

Chafer-Samples of meshes

1st net																						
2nd net																						
3rd net																						

Rest of net — Samples of 20 meshes

1st net																						
2nd net																						
3rd net																						

12. Have the records of catches been retained aboard for the duration of the quota period?
YES/NO

RESULT OF INSPECTION OF FISH ON BOARD

13. Result of inspection of fish observed in last tow (if appropriate)

Total Tonnes	All species taken	Percentage of each	Percentage discarded
	Total catch		

(1) 'Current voyage' is defined as beginning when the vessel enters the Regulatory Area, and ending when the vessel leaves the Convention Area (which includes the ports bordering the Convention Area) for a period greater than 20 days. The current voyage shall not be considered to have ended as long as the vessel has catch on board from the Regulatory Area.

(2) Where applicable in accordance with the sixth subparagraph of point 6 (i) of the scheme.

Note to master of fishing vessel:

At this stage the inspection will finish unless an apparent infringement has been found. If no apparent infringement is found go to item 20. If an apparent infringement has been found the inspector will write the infringement here and sign at this point. You must countersign to show that you have been informed of the infringement. Your signature does not constitute acceptance of the apparent infringement.

16.

Nature of apparent infringement:
.....
.....
.....
.....
.....
.....
.....
.....
.....

Signature of inspector:

Signature of master:

If an apparent infringement has been found, the inspector may:

- 1. Examine and photograph the fishing vessel's gear, catch, logbooks or other relevant documents;
- 2. Ask you to cease fishing if the apparent infringement consists of:
 - (a) fishing in a closed area or with gear prohibited in a specific area;
 - (b) fishing for stocks or species after the date on which the contracting party for the inspected vessel has notified the Executive Secretary that vessels of that party will cease a directed fishery for those stocks or species; and
 - (c) fishing on an 'Others' quota without prior notification to the Executive Secretary, or more than seven working days after the contracting party for the inspected vessel has been notified by the Executive Secretary that fishing under an 'Others quota' for that stock or species should cease.

Before asking you to cease fishing, the inspector must immediately attempt to communicate with an inspector of your contracting party in the vicinity or a designated authority of your contracting party. You must allow the inspector to use your radio equipment or operator for this purpose. If the inspector cannot contact an inspector of your contracting party or a designated authority, he/she will complete his/her inspection and leave your vessel. While he/she is on board you should not recommence fishing unless you have satisfied the inspector that you will not repeat the apparent infringement, e.g. because you have changed zone or cut off the illegal gear.

COMMENTS AND OBSERVATIONS

- 17. Documents inspected following an apparent infringement
- 18. Comments: (In the case of a difference between the inspector's estimates of the catches on board and the related summaries of catches from the logbooks, note this difference with the percentage)
.....
.....
.....

19. Subjects of photographs taken relating to an apparent infringement
.....
.....
20. Other comments, statements and/or observations by inspector(s)
.....
.....
21. Statements of second inspector or witness
.....
22. Name and signature of second inspector or witness
23. Signature of inspector in charge
24. Statement of master's witness(es)
.....
.....
25. Name and signature of master's witness(es)
.....
26. Acknowledgement and receipt of report:
I, the undersigned, master of the vessel, hereby confirm that a copy of this
report and second photographs taken have been delivered to me on this date. My signature does not constitute
acceptance of any part of the contents of the report.
- Date Signature
27. Comments and signature by the master of vessel

COPY TO MASTER, ORIGINAL TO BE RETAINED BY INSPECTOR FOR REQUIRED
DISTRIBUTION

ANNEX VI

INSPECTION QUESTIONNAIRE

1. I am an inspector under the scheme. Here is my document of identity. I would like to inspect your nets / other fishing gear / catch / documents.
2. I should like to see the master of this vessel.
3. Please give me your name.
4. Please cooperate with me in the examination of your catch / equipment / documents in accordance with the Commission's measures.
5. Please check your position and time now.
6. I am reporting your position as° latitude° longitude at UTC. Do you agree?
7. Would you like to check your position with my instruments on board the inspection vessel?
8. Do you now agree?
9. Please show me the documents establishing the nationality of your vessel / the registration documents / the bridge log-book / the fishing log-book(s).
10. Please write down the name and address of the owners of this vessel in the space I am indicating on the report form.
11. What principal species are you fishing for?
12. Are you fishing for reduction purposes?
13. I agree.
14. Yes.
15. I do not agree.
16. No.
17. Please take me to the bridge / the working deck / the processing area / the fish holds.
18. Do you use any net attachment? If so, what type? Please write it down in the space I am indicating.
19. Please switch on these lights.
20. I wish to examine that net / chafing gear.
21. Show me the other fishing gear you have on or near the fishing deck.
22. Show me your net gauge, if any.
23. Ask your men to hold that net so that I can measure it.
24. Please put that net underwater for 10 minutes.
25. I have inspected meshes in this net.
26. Check that I have recorded accurately on the report form in the space I am indicating the width of the meshes I have measured.
27. I wish to inspect your catch. Have you finished sorting the fish?
28. Will you please lay out those fish?
29. I wish to estimate the proportion of regulated species in your catch.
30. Please turn to the copy of the inspection form in your language and supply me with the necessary information to complete it. I will indicate which sections.
31. If you do not give your cooperation as I have requested, I will report your refusal to your contracting party.
32. I have found the average width of the meshes I have measured in that net is mm. This appears to be below the minimum applicable mesh size, and will be reported to your contracting party.
33. I have found net attachments / other fishing gear which appear to be illegal. This will be reported to your contracting party.
34. I shall now affix the identification mark to this piece of fishing gear which is to be preserved with the mark attached until viewed by a fisheries inspector of your contracting party at his demand.

35. I have found . . . undersized fish. I shall report this to your contracting party.
 36. I find that you are apparently fishing in this area during a closed season / with gear not permitted / for stocks or species not permitted. This will be reported to your contracting party.
 37. I have found a by-catch of regulated species which appears to be above the permitted amounts. I shall report this to your contracting party.
 38. I have made copies of the following entry / entries in this document. Please sign them to certify that they are true copies.
 39. I would like to communicate with the designated authority of your contracting party. Please arrange for this message to be sent and for any answer to be received.
 40. Do you wish to make any observations concerning this inspection including its conduct and that of the inspector(s)? If so, please do so in the space I am indicating on the report form on which I have set out my findings. Please sign the observations. Do you have any witnesses who wish to make observations? If so, they may do so in the space I am indicating on the report form.
 41. I am leaving. Thank you.
-

ANNEX VII

SURVEILLANCE REPORT

- 1. The forms for the surveillance report shall be collated in a booklet with each page having an original and two self-carbon copies (preferably coloured and preferably one golden rod and one blue).
- 2. Page packets are to be perforated at the top and bottom of the page for easy removal.
- 3. Booklets should be bound preferably with 50 copies of the surveillance report.
- 4. The size of every page, after removal from the packet, should be 355,5 mm (14'') in length by 216 mm (8½'') in width.

I. PART I

Authorized inspector(s)

- 1. Name(s): Document identity No(s):
.....
.....
.....

Contracting Party:

- 2. Identification/call sign of surveillance craft:
Patrol originating in regulatory area at (position):
on (date) (time) UTC:
Patrol leaving regulatory area at (position):
on (date) (time) UTC :

Details of vessel observed

- 3. Contracting Party:
- 4. Vessel's name and letters and numbers of registration:
- 5. Other identifying features (type of vessel, colour of hull, superstructure, etc.)
.....
.....
.....
- 6. Date/Time UTC when first identified:
Course and speed:
Position at time at first identification
NAFO sub-division:
Latitude:
Longitude:
Equipment used in determining position:

7. Weather conditions.

Wind direction: Sea state:

Wind speed: Visibility:

8. Details of photographs taken.

	Date/Time	Position	Altitude in case of air surveillance
(a)			
(b)			
(c)			
(d)			

II. PART II

(to be completed by the inspector not less than 72 hours following the observation recorded in Part I)

I hereby certify that to date, in respect of the fishing vessel, information received by the authorities from the competent authorities of the Contracting Party pursuant to paragraph 2 of Part III Section E of the Conservation and Enforcement Measures, does not correspond with the observation recorded in Part I of this report.

Authorized Inspector:

Signature:

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 3 February 1992

concerning the conclusion of bilateral Cooperation Agreements on Science and Technology for Environmental Protection (STEP) between the European Economic Community and the Republic of Austria, the Republic of Finland and the Kingdom of Norway respectively

(92/132/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 130q (2) thereof,

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

In cooperation with the European Parliament ⁽²⁾,

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

Whereas by Decision 89/625/EEC ⁽⁴⁾, the Council adopted two specific research and development programmes in the field of the environment (1989 to 1993), one of them called Science and Technology for Environmental Protection (STEP); whereas Article 8 of this Decision authorizes the Commission to negotiate agreements with third countries and in particular with those European countries having concluded framework agreements for scientific and technical cooperation with the Community with a view to associating them wholly or partly with the programmes;

Whereas by Decision 87/177/EEC ⁽⁵⁾, the Council approved the conclusion, on behalf of the European Economic Community, of the framework agreements for scientific and technical cooperation between the European Communities and, among others, the Republic of Austria, the Republic of Finland and the Kingdom of Norway;

Whereas the Governments of Austria, Finland and Norway have asked to participate in the Community environmental research programmes;

Whereas the Community, Austria, Finland and Norway share common environmental problems and expect to obtain mutual benefit from cooperation,

HAS DECIDED AS FOLLOWS:

Article 1

The Cooperation Agreements between the European Economic Community and the Republic of Austria, the Republic of Finland and the Kingdom of Norway respectively on research and development in the field of Science and Technology for Environmental Protection (STEP) are hereby approved on behalf of the Community.

The texts of the Agreements are attached to this Decision.

Article 2

The President of the Council shall give on behalf of the European Economic Community the notification as provided for in Article 10 of the Agreements.

Done at Brussels, 3 February 1992.

For the Council
The President
João PINHEIRO

⁽¹⁾ OJ No C 179, 10. 7. 1991, p. 10.

⁽²⁾ OJ No C 305, 25. 11. 1991, p. 55 and Decision of 15 January 1992 (not yet published in the Official Journal).

⁽³⁾ OJ No C 14, 20. 1. 1992, p. 9.

⁽⁴⁾ OJ No L 359, 8. 12. 1989, p. 9.

⁽⁵⁾ OJ No L 71, 14. 3. 1987, p. 29.

COOPERATION AGREEMENT

between the European Economic Community and the Republic of Austria on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP)

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 89/625/EEC, the Council of the European Communities, hereinafter called 'the Council', adopted two multiannual R&TD programmes in the field of the environment (1989 to 1993), covering a specific research and development programme on Science and Technology for Environmental Protection (STEP), hereinafter called 'the Community programmes';

Whereas the association of Austria with the Community programme can help to improve the efficacy of the research carried out by the Contracting Parties in the field of the protection of the environment and can avoid the useless duplication of efforts;

Whereas the ongoing talks relating to a European Economic Area between the Community and the EFTA countries are likely to lead to a result in the area of R&D in the environmental sector which take this development into consideration;

Whereas the Community and Austria expect to obtain mutual benefit from Austria's association with the Community programme,

HAVE AGREED AS FOLLOWS:

Article 1

Austria is hereby associated as from 20 November 1989 with the implementation of the Community programme as set out in Annex A. The implementation of the programme and the Community's rate of financial participation are set out in Annex B.

Article 2

The financial contribution of Austria, 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 for the implementation of the Community programme and from management and administrative operating expenditure for the said programme.

The proportionality factor governing Austria's contribution shall be obtained by establishing the ratio between Austria'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 Austria. This ratio shall be calculated on the basis of the latest available statistical data of the Organization for Economic Cooperation and Development (OECD).

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

The rules governing Austria's financial contribution are set out in Annex D.

Article 3

1. For the purposes of this Agreement, a cooperation committee to assist the Commission in the implementation of the specific research and development programme in the field of the environment (STEP), adopted by Council Decision 89/625/EEC, hereinafter referred to as 'the Committee', is hereby established.

2. The Committee shall consist of representatives of the Community and Austria.

3. The Committee shall be consulted on all the matters concerning the implementation of this Agreement. For this purpose, it shall make recommendations.

4. The representative of the Community shall take the appropriate steps to ensure coordination between the implementation of this Agreement and the decisions taken by the Community in respect of the implementation of the Community programme.

5. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Committee.

6. The Committee shall adopt its own rules of procedure and it shall meet, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

Article 4

For Austrian research and development bodies and persons, the terms and conditions for the submission and evaluation of proposals and the terms and conditions for the granting and conclusion of contracts under the Community programme shall be limited to those arising from contracts under the same programme. In particular, the general provisions applicable to research contracts within the Community shall apply subject to this Article, *mutatis mutandis*, to research contracts with Austrian research and development bodies and persons as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 5

The Commission shall send to Austria a copy of the reports established in accordance with Article 4 of Council Decision 89/625/EEC.

Article 6

Each Contracting Party undertakes, in accordance with their own rules and regulations, to facilitate the movement and residence of research workers participating in Austria and in the Community in the activities covered by this Agreement.

Article 7

The Commission and the Österreichisches Forschungszentrum Selbersdorf of Austria shall ensure the implementation of this Agreement.

Article 8

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

Article 9

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

Should the Community revise the Community programme, this Agreement may be denounced under mutually agreed conditions. Austria shall be notified of the exact content of the revised programme within one week of 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 this Agreement is envisaged.

2. Where the Community adopts a new R&D programme in the field of the environment, this Agreement may be renegotiated or renewed under mutually agreed conditions.

3. Subject to paragraph 1, 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 this Agreement.

Article 10

This Agreement 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 notify each other of the completion of the procedures necessary for this purpose.

Article 11

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 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 SCIENCE AND TECHNOLOGY FOR
ENVIRONMENTAL PROTECTION (STEP) (1989 to 1993)

The Community programme shall cover the following research areas.

Reference to the subtopics contained under the following nine research topics is of an indicative nature.

RESEARCH AREA 1

*Indicative
allocation***Environment and human health**

5 %

- 1.1. Development of biological markers of exposure and preclinical effects
- 1.2. Development of environmental epidemiology in the European Community
- 1.3. Indoor air quality and its impact on man

RESEARCH AREA 2

Assessment of risks associated with chemicals

10 %

- 2.1. Development and validation of protocols for the assessment of health risks
- 2.2. Alternatives to the use of animals in chemical testing
- 2.3. Assessment procedures for the abiotic degradation of chemicals
- 2.4. Research on the assessment of ecological effects of chemicals
- 2.5. Refinement and application of quantitative structure/activity relationships (QSARs)

RESEARCH AREA 3

Atmospheric processes and air quality

20 %

- 3.1. Tropospheric chemistry, including analysis, sources, transport and deposition of pollutants and other airborne substances
- 3.2. Stratospheric chemistry, ozone depletion and related issues
- 3.3. Air pollution effects on terrestrial and aquatic ecosystems

RESEARCH AREA 4

Water quality

5 %

- 4.1. Analysis and conversions of pollutants
- 4.2. Effects of pollutants

	<i>Indicative allocation</i>
RESEARCH AREA 5	
Soil and groundwater protection	8 %
5.1. Protection against inorganic pollutants	
5.2. Protection against organic pollutants	
5.3. Effects of agricultural and forestry practice	
RESEARCH AREA 6	
Ecosystem research	12 %
6.1. Terrestrial ecosystems	
6.2. Aquatic and coastal ecosystems (including wetlands)	
RESEARCH AREA 7	
Protection and conservation of the European cultural heritage	8 %
7.1. Assessment of the mechanisms of the deterioration	
7.2. Critical environmental factors	
7.3. Damage assessment	
7.4. Material characterization	
7.5. Conservation techniques	
RESEARCH AREA 8	
Technologies for environmental protection	12 %
8.1. Waste research	
8.2. Emission abatement	
8.3. Clean technologies	
RESEARCH AREA 9	
Major technological hazards and fire safety	20 %
9.1. Physical and chemical phenomena	
9.2. Technologies of accident prevention	
9.3. Evaluation and management of risk	
Total	100 %

ANNEX B

IMPLEMENTATION OF THE PROGRAMME AND THE COMMUNITY'S RATE OF FINANCIAL PARTICIPATION

The programme shall be implemented by means of:

- (i) shared-cost research contracts;
- (ii) concerted actions;
- (iii) coordination activities;
- (iv) education and training activities; and
- (v) studies and assessments.

The programme is open to universities, research organizations and industrial companies, including small and medium-sized enterprises, individuals, or any combination thereof established in the Community and in Austria. As a rule, projects must be transnational and at least one partner in a project must be established in the Community.

For shared-cost contracts, the Community participation will generally be 50 % of the total expenditure, but this percentage may be varied according to the nature and the stage of development of the research. In respect of universities and research institutes carrying out projects under this programme, the Community may bear up to 100 % of the additional expenditure involved.

ANNEX C

FINANCIAL PROVISIONS

1. According to the Council Decision adopting the STEP programme, the amount estimated as necessary to carry out this Community programme shall be ECU 75 000 000.
2. Austria's financial contribution for its association to the Community programme is estimated to be ECU 1 799 520 and shall be added, along with other possible contributions from third countries, to the abovementioned amount, as foreseen in Article 2 of this Agreement.
3. The indicative timetable for the commitment appropriations of the STEP programme and Austria's contribution are as follows:

(ECU)

Community commitments	1989	1990	1991	1992	Total
Management and administration operations	365 000	1 060 000	2 547 000	2 649 000	6 621 000
Contracts	5 635 000	38 940 000	9 453 000	14 351 000	68 379 000
Total	6 000 000	40 000 000	12 000 000	17 000 000	75 000 000
Austria's contribution					
Management and administration operations	0	27 645	66 426	69 086	163 156
Contracts	0	1 015 555	246 534	374 274	1 636 364
Total	0	1 043 200	312 960	443 360	1 799 520

ANNEX D

FINANCING RULES

1. This Annex lays down the detailed rules governing Austria's financial contribution referred to in Article 2 of this Agreement.
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 for its implementation, the Commission shall send to Austria a call for funds corresponding to its contribution tot the costs under this Agreement.

This contribution shall be expressed both in ecus and in Austrian currency, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78 ⁽¹⁾, as amended by Regulation (EEC) No 1971/89 ⁽²⁾. The value in Austrian currency of the contribution in ecus shall be determined on the date of the call for funds.

Austria shall pay its contribution to the annual cost under this 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 Austria at a rate equal to the highest discount rate obtained 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.

Travel costs of Austrian representatives and experts arising from their participation in the work of the Committee referred to in Article 3 of this Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Council Decision No 84/338/Euratom, ECSC, EEC ⁽³⁾.

3. The funds paid by Austria shall be credited to the Community programme as budget receipts allocated to its appropriate heading in the statement of revenue of the general budget of the European Communities.
4. The Financial Regulation in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
5. At the end of each year, a statement of appropriations for the Community programme shall be prepared and transmitted to Austria for information.

⁽¹⁾ OJ No L 379, 30. 12. 1978, p. 1.

⁽²⁾ OJ No L 189, 4. 7. 1989, p. 1.

⁽³⁾ OJ No L 177, 4. 7. 1984, p. 25.

COOPERATION AGREEMENT

between the European Economic Community and the Republic of Finland on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP)

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter called 'the Community', and

THE REPUBLIC OF FINLAND,

hereinafter called 'Finland',

both hereinafter called 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 89/625/EEC, the Council of the European Communities, hereinafter called 'the Council', adopted two multiannual R&TD programmes in the field of the environment (1989 to 1993), covering a specific research and development programme on Science and Technology for Environmental Protection (STEP), hereinafter called 'the Community programmes';

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 the protection of the environment and can avoid the useless duplication of efforts;

Whereas the ongoing talks relating to a European Economic Area between the Community and the EFTA countries are likely to lead to a result in the area of R&D in the environmental sector which take this development into consideration;

Whereas the Community and Finland expect to obtain mutual benefit from Finland's association with the Community programme,

HAVE AGREED AS FOLLOWS:

Article 1

Finland is hereby associated as from 20 November 1989 with the implementation of the Community programme as set out in Annex A. The implementation of the programme and the Community's rate of financial participation are set out in Annex B.

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 for the implementation of the Community programme and from management and administrative operating expenditure for the said programme.

The proportionality factor governing Finland's contribution shall be obtained by establishing 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 latest available statistical data of the Organization for Economic Cooperation and Development (OECD).

The funds 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 C.

The rules governing Finland's financial contribution are set out in Annex D.

Article 3

1. For the purposes of this Agreement, a cooperation committee to assist the Commission in the implementation of the specific research and development programme in the field of the environment (STEP), adopted by Council Decision 89/625/EEC, hereinafter referred to as 'the Committee', is hereby established.

2. The Committee shall consist of representatives of the Community and Finland.

3. The Committee shall be consulted on all the matters concerning the implementation of this Agreement. For this purpose, it shall make recommendations.

4. The representative of the Community shall take the appropriate steps to ensure coordination between the implementation of this Agreement and the decisions taken by the Community in respect of the implementation of the Community programme.

5. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Committee.

6. The Committee shall adopt its own rules of procedure and it shall meet, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

Article 4

For Finnish research and development bodies and persons, the terms and conditions for the submission and evaluation of proposals and the terms and conditions for the granting and conclusion of contracts under the Community programme shall be limited to those arising from contracts under the same programme. In particular, the general provisions applicable to research contracts within the Community shall apply subject to this Article, *mutatis mutandis*, to research contracts with Finnish research and development bodies and persons as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 5

The Commission shall send to Finland a copy of the reports established in accordance with Article 4 of Council Decision 89/625/EEC.

Article 6

Each Contracting Party undertakes, in accordance with their own 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 7

The Commission and the Ministry of the Environment of Finland shall ensure the implementation of this Agreement.

Article 8

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

Article 9

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

Should the Community revise the Community programme, this Agreement may be denounced under mutually agreed conditions. Finland shall be notified of the exact content of the revised programme within one week of 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 this Agreement is envisaged.

2. Where the Community adopts a new R&D programme in the field of the environment, this Agreement may be renegotiated or renewed under mutually agreed conditions.

3. Subject to paragraph 1, 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 this Agreement.

Article 10

This Agreement 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 notify each other of the completion of the procedures necessary for this purpose.

Article 11

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 12

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 SCIENCE AND TECHNOLOGY FOR
ENVIRONMENTAL PROTECTION (STEP) (1989 to 1993)**

The Community programme shall cover the following research areas.

Reference to the subtopics contained under the following nine research topics is of an indicative nature.

*Indicative
allocation*

RESEARCH AREA 1**Environment and human health****5 %**

- 1.1. Development of biological markers of exposure and preclinical effects
- 1.2. Development of environmental epidemiology in the European Community
- 1.3. Indoor air quality and its impact on man

RESEARCH AREA 2**Assessment of risks associated with chemicals****10 %**

- 2.1. Development and validation of protocols for the assessment of health risks
- 2.2. Alternatives to the use of animals in chemical testing
- 2.3. Assessment procedures for the abiotic degradation of chemicals
- 2.4. Research on the assessment of ecological effects of chemicals
- 2.5. Refinement and application of quantitative structure/activity relationships (QSARs)

RESEARCH AREA 3**Atmospheric processes and air quality****20 %**

- 3.1. Tropospheric chemistry, including analysis, sources, transport and deposition of pollutants and other airborne substances
- 3.2. Stratospheric chemistry, ozone depletion and related issues
- 3.3. Air pollution effects on terrestrial and aquatic ecosystems

RESEARCH AREA 4**Water quality****5 %**

- 4.1. Analysis and conversions of pollutants
- 4.2. Effects of pollutants

	<i>Indicative allocation</i>
RESEARCH AREA 5	
Soil and groundwater protection	8 %
5.1. Protection against inorganic pollutants	
5.2. Protection against organic pollutants	
5.3. Effects of agricultural and forestry practice	
RESEARCH AREA 6	
Ecosystem research	12 %
6.1. Terrestrial ecosystems	
6.2. Aquatic and coastal ecosystems (including wetlands)	
RESEARCH AREA 7	
Protection and conservation of the European cultural heritage	8 %
7.1. Assessment of the mechanisms of the deterioration	
7.2. Critical environmental factors	
7.3. Damage assessment	
7.4. Material characterization	
7.5. Conservation techniques	
RESEARCH AREA 8	
Technologies for environmental protection	12 %
8.1. Waste research	
8.2. Emission abatement	
8.3. Clean technologies	
RESEARCH AREA 9	
Major technological hazards and fire safety	20 %
9.1. Physical and chemical phenomena	
9.2. Technologies of accident prevention	
9.3. Evaluation and management of risk	
Total	<u>100 %</u>

ANNEX B

IMPLEMENTATION OF THE PROGRAMME AND THE COMMUNITY'S RATE OF FINANCIAL PARTICIPATION

The programme shall be implemented by means of:

- (i) shared-cost research contracts;
- (ii) concerted actions;
- (iii) coordination activities;
- (iv) education and training activities; and
- (v) studies and assessments.

The programme is open to universities, research organizations and industrial companies, including small and medium-sized enterprises, individuals, or any combination thereof established in the Community and in Finland. As a rule, projects must be transnational and at least one partner in a project must be established in the Community.

For shared-cost contracts, the Community participation will generally be 50 % of the total expenditure, but this percentage may be varied according to the nature and the stage of development of the research. In respect of universities and research institutes carrying out projects under this programme, the Community may bear up to 100 % of the additional expenditure involved.

ANNEX C

FINANCIAL PROVISIONS

1. According to the Council Decision adopting the STEP programme, the amount estimated as necessary to carry out this Community programme shall be ECU 75 000 000.
2. Finland's financial contribution for its association to the Community programme is estimated to be ECU 1 492 470 and shall be added, along with other possible contributions from third countries, to the abovementioned amount, as foreseen in Article 2 of this Agreement.
3. The indicative timetable for the commitment appropriations of the STEP programme and Finland's contribution are as follows:

(ECU)

Community commitments	1989	1990	1991	1992	Total
Management and administration operations	365 000	1 060 000	2 547 000	2 649 000	6 621 000
Contracts	5 635 000	38 940 000	9 453 000	14 351 000	68 379 000
Total	6 000 000	40 000 000	12 000 000	17 000 000	75 000 000
Finland's contribution					
Management and administration operations	0	22 928	55 092	57 298	135 318
Contracts	0	842 272	204 468	310 412	1 357 152
Total	0	865 200	259 560	367 710	1 492 470

ANNEX D

FINANCING RULES

1. This Annex lays down the detailed rules governing Finland's financial contribution referred to in Article 2 of this Agreement.
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 for its implementation, the Commission shall send to Finland a call for funds corresponding to its contribution to the costs under this Agreement.

This contribution shall be expressed both in ecus and in Finnish currency, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78 ⁽¹⁾, as amended by Regulation (EEC) No 1971/89 ⁽²⁾. The value in Finnish currency of the contribution in ecus shall be determined on the date of the call for funds.

Finland shall pay its contribution to the annual cost under this 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 obtained 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.

Travel costs of Finnish representatives and experts arising from their participation in the work of the Committee referred to in Article 3 of this Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Council Decision No 84/338/Euratom, ECSC, EEC ⁽³⁾.

3. The funds paid by Finland shall be credited to the Community programme as budget receipts allocated to its appropriate heading in the statement of revenue of the general budget of the European Communities.
4. The Financial Regulation in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
5. At the end of each year, a statement of appropriations for the Community programme shall be prepared and transmitted to Finland for information.

⁽¹⁾ OJ No L 379, 30. 12. 1978, p. 1.

⁽²⁾ OJ No L 189, 4. 7. 1989, p. 1.

⁽³⁾ OJ No L 177, 4. 7. 1984, p. 25.

COOPERATION AGREEMENT

between the European Economic Community and the Kingdom of Norway on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP)

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter called 'the Community', and

THE KINGDOM OF NORWAY,

hereinafter called 'Norway',

both hereinafter called the 'Contracting Parties',

Whereas the Community and Norway concluded a framework agreement for scientific and technical cooperation which entered into force on 17 July 1987;

Whereas, by Decision 89/625/EEC, the Council of the European Communities, hereinafter called 'the Council', adopted two multiannual R&TD programmes in the field of the environment (1989 to 1993), covering a specific research and development programme on Science and Technology for Environmental Protection (STEP), hereinafter called 'the Community programmes';

Whereas the association of Norway with the Community programme can help to improve the efficacy of the research carried out by the Contracting Parties in the field of the protection of the environment and can avoid the useless duplication of efforts;

Whereas the ongoing talks relating to a European Economic Area between the Community and the EFTA countries are likely to lead to a result in the area of R&D in the environmental sector which take this development into consideration;

Whereas the Community and Norway expect to obtain mutual benefit from Norway's association with the Community programme,

HAVE AGREED AS FOLLOWS:

Article 1

Norway is hereby associated as from 20 November 1989 with the implementation of the Community programme as set out in Annex A. The implementation of the programme and the Community's rate of financial participation are set out in Annex B.

Article 2

The financial contribution of Norway, 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 for the implementation of the Community programme and from management and administrative operating expenditure for the said programmes.

The proportionality factor governing Norway's contribution shall be obtained by establishing the ratio between Norway'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 Norway. This ratio shall be calculated on the basis of the latest available statistical data of the Organization for Economic Cooperation and Development (OECD).

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

The rules governing Norway's financial contribution are set out in Annex D.

Article 3

1. For the purposes of this Agreement, a cooperation committee to assist the Commission in the implementation of the specific research and development programme in the field of the environment (STEP), adopted by Council Decision 89/625/EEC, hereinafter referred to as 'the Committee', is hereby established.

2. The Committee shall consist of representatives of the Community and Norway.

3. The Committee shall be consulted on all the matters concerning the implementation of this Agreement. For this purpose, it shall make recommendations.

4. The representative of the Community shall take the appropriate steps to ensure coordination between the implementation of this Agreement and the decisions taken by the Community in respect of the implementation of the Community programme.

5. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Committee.

6. The Committee shall adopt its own rules of procedure and it shall meet, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

Article 4

For Norwegian research and development bodies and persons, the terms and conditions for the submission and evaluation of proposals and the terms and conditions for the granting and conclusion of contracts under the Community programme shall be limited to those arising from contracts under the same programme. In particular, the general provisions applicable to research contracts within the Community shall apply subject to this Article, *mutatis mutandis*, to research contracts with Norwegian research and development bodies and persons as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 5

The Commission shall send to Norway a copy of the reports established in accordance with Article 4 of Council Decision 89/625/EEC.

Article 6

Each Contracting Party undertakes, in accordance with their own rules and regulations, to facilitate the movement and residence of research workers participating in Norway and in the Community in the activities covered by this Agreement.

Article 7

The Commission and the Ministry of the Environment of Norway shall ensure the implementation of this Agreement.

Article 8

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

Article 9

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

Should the Community revise the Community programme, this Agreement may be denounced under mutually agreed conditions. Norway shall be notified of the exact content of the revised programme within one week of 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 this Agreement is envisaged.

2. Where the Community adopts a new R&D programme in the field of the environment, this Agreement may be renegotiated or renewed under mutually agreed conditions.

3. Subject to paragraph 1, 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 this Agreement.

Article 10

This Agreement 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 notify each other of the completion of the procedures necessary for this purpose.

Article 11

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 Norway.

Article 12

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.

ANNEX A

COMMUNITY PROGRAMME IN THE FIELD OF SCIENCE AND TECHNOLOGY FOR
ENVIRONMENTAL PROTECTION (STEP) (1989 to 1993)

The Community programme shall cover the following research areas.

Reference to the subtopics contained under the following nine research topics is of an indicative nature.

*Indicative
allocation*

RESEARCH AREA 1

Environment and human health

5 %

- 1.1. Development of biological markers of exposure and preclinical effects
- 1.2. Development of environmental epidemiology in the European Community
- 1.3. Indoor air quality and its impact on man

RESEARCH AREA 2

Assessment of risks associated with chemicals

10 %

- 2.1. Development and validation of protocols for the assessment of health risks
- 2.2. Alternatives to the use of animals in chemical testing
- 2.3. Assessment procedures for the abiotic degradation of chemicals
- 2.4. Research on the assessment of ecological effects of chemicals
- 2.5. Refinement and application of quantitative structure/activity relationships (QSARs)

RESEARCH AREA 3

Atmospheric processes and air quality

20 %

- 3.1. Tropospheric chemistry, including analysis, sources, transport and deposition of pollutants and other airborne substances
- 3.2. Stratospheric chemistry, ozone depletion and related issues
- 3.3. Air pollution effects on terrestrial and aquatic ecosystems

RESEARCH AREA 4

Water quality

5 %

- 4.1. Analysis and conversions of pollutants
- 4.2. Effects of pollutants

	<i>Indicative allocation</i>
RESEARCH AREA 5	
Soil and groundwater protection	8 %
5.1. Protection against inorganic pollutants	
5.2. Protection against organic pollutants	
5.3. Effects of agricultural and forestry practice	
RESEARCH AREA 6	
Ecosystem research	12 %
6.1. Terrestrial ecosystems	
6.2. Aquatic and coastal ecosystems (including wetlands)	
RESEARCH AREA 7	
Protection and conservation of the European cultural heritage	8 %
7.1. Assessment of the mechanisms of the deterioration	
7.2. Critical environmental factors	
7.3. Damage assessment	
7.4. Material characterization	
7.5. Conservation techniques	
RESEARCH AREA 8	
Technologies for environmental protection	12 %
8.1. Waste research	
8.2. Emission abatement	
8.3. Clean technologies	
RESEARCH AREA 9	
Major technological hazards and fire safety	20 %
9.1. Physical and chemical phenomena	
9.2. Technologies of accident prevention	
9.3. Evaluation and management of risk	
Total	100 %

ANNEX B

IMPLEMENTATION OF THE PROGRAMME AND THE COMMUNITY'S RATE OF FINANCIAL PARTICIPATION

The programme shall be implemented by means of:

- (i) shared-cost research contracts;
- (ii) concerted actions;
- (iii) coordination activities;
- (iv) education and training activities; and
- (v) studies and assessments.

The programme is open to universities, research organizations and industrial companies, including small and medium-sized enterprises, individuals, or any combination thereof established in the Community and in Norway. As a rule, projects must be transnational and at least one partner in a project must be established in the Community.

For shared-cost contracts, the Community participation will generally be 50 % of the total expenditure, but this percentage may be varied according to the nature and the stage of development of the research. In respect of universities and research institutes carrying out projects under this programme, the Community may bear up to 100 % of the additional expenditure involved.

ANNEX C

FINANCIAL PROVISIONS

1. According to the Council Decision adopting the STEP programme, the amount estimated as necessary to carry out this Community programme shall be ECU 75 000 000.
2. Norway's financial contribution for its association to the Community programme is estimated to be ECU 1 299 270 and shall be added, along with other possible contributions from third countries, to the abovementioned amount, as foreseen in Article 2 of this Agreement.
3. The indicative timetable for the commitment appropriations of the STEP programme and Norway's contribution are as follows:

(ECU)

Community commitments	1989	1990	1991	1992	Total
Management and administration operations	365 000	1 060 000	2 547 000	2 649 000	6 621 000
Contracts	5 635 000	38 940 000	9 453 000	14 351 000	68 379 000
Total	6 000 000	40 000 000	12 000 000	17 000 000	75 000 000
Norway's contribution					
Management and administration operations	0	19 960	47 960	49 881	117 801
Contracts	0	733 240	178 000	270 229	1 181 469
Total	0	753 200	225 960	320 110	1 299 270

ANNEX D

FINANCING RULES

1. This Annex lays down the detailed rules governing Norway's financial contribution referred to in Article 2 of this Agreement.
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 for its implementation, the Commission shall send to Norway a call for funds corresponding to its contribution to the costs under this Agreement.

This contribution shall be expressed both in ecus and in Norwegian currency, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78 ⁽¹⁾, as amended by Regulation (EEC) No 1971/89 ⁽²⁾. The value in Norwegian currency of the contribution in ecus shall be determined on the date of the call for funds.

Norway shall pay its contribution to the annual cost under this 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 Norway at a rate equal to the highest discount rate obtained 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.

Travel costs of Norwegian representatives and experts arising from their participation in the work of the Committee referred to in Article 3 of this Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Council Decision No 84/338/Euratom, ECSC, EEC ⁽³⁾.

3. The funds paid by Norway shall be credited to the Community programme as budget receipts allocated to its appropriate heading in the statement of revenue of the general budget of the European Communities.
4. The Financial Regulation in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
5. At the end of each year, a statement of appropriations for the Community programme shall be prepared and transmitted to Norway for information.

⁽¹⁾ OJ No L 379, 30. 12. 1978, p. 1.

⁽²⁾ OJ No L 189, 4. 7. 1989, p. 1.

⁽³⁾ OJ No L 177, 4. 7. 1984, p. 25.

COUNCIL DECISION

of 3 February 1992

concerning the conclusion of bilateral Cooperation Agreements between the European Economic Community and the Republic of Iceland and the Kingdom of Sweden respectively on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) and European Programme on Climatology and Natural Hazards (Epoch)

(92/133/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 130q (2) thereof,

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

In cooperation with the European Parliament ⁽²⁾,

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

Whereas by Decision 89/625/EEC ⁽⁴⁾, the Council adopted two specific research and development programmes in the field of the environment (1989 to 1993); Science and Technology for Environmental Protection (STEP) and European Programme on Climatology and Natural Hazards (Epoch); whereas Article 8 of this Decision authorizes the Commission to negotiate agreements with third countries and in particular with those European countries having concluded framework agreements for scientific and technical cooperation with the Community with a view to associating them wholly or partly with the programmes;

Whereas by Decisions 90/23/EEC ⁽⁵⁾ and 87/177/EEC ⁽⁶⁾, the Council approved the conclusion, on behalf of the European Economic Community, of the framework agreements for scientific and technical cooperation between the European Communities and the Republic of Iceland and the Kingdom of Sweden;

Whereas the Governments of Iceland and Sweden have asked to participate in the Community environmental research programmes;

Whereas the Community, Iceland and Sweden share common environmental problems and expect to obtain mutual benefit from cooperation,

HAS DECIDED AS FOLLOWS:

Article 1

The Cooperation Agreements between the European Economic Community and the Republic of Iceland and the Kingdom of Sweden respectively on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) and European Programme on Climatology and Natural Hazards (Epoch) are hereby approved on behalf of the Community.

The texts of the Agreements are attached to this Decision.

Article 2

The President of the Council shall give, on behalf of the European Economic Community, the notification as provided for in Article 10 of the Agreements.

Done at Brussels, 3 February 1992.

For the Council
The President
João PINHEIRO

⁽¹⁾ OJ No C 163, 22. 6. 1991, p. 6.

⁽²⁾ OJ No C 305, 25. 11. 1991, p. 54, Decision of 15 January 1992 (not yet published in the Official Journal).

⁽³⁾ OJ No C 14, 20. 1. 1992, p. 10.

⁽⁴⁾ OJ No L 359, 8. 12. 1989, p. 9.

⁽⁵⁾ OJ No L 14, 18. 1. 1990, p. 18.

⁽⁶⁾ OJ No L 71, 14. 3. 1987, p. 29.

COOPERATION AGREEMENT

between the European Economic Community and the Republic of Iceland on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) and European Programme on Climatology and Natural Hazards (Epoch)

THE EUROPEAN ECONOMIC COMMUNITY,

Article 2

hereinafter called 'the Community', and

THE REPUBLIC OF ICELAND,

hereinafter called 'Iceland',

both hereinafter called the 'Contracting Parties',

Whereas the Community and Iceland concluded a framework agreement for scientific and technical cooperation which entered into force on 6 June 1990;

Whereas, by Decision 89/625/EEC, the Council of the European Communities, hereinafter called 'the Council', adopted two multiannual R&TD programmes in the field of the environment (1989 to 1993): Science and Technology for Environmental Protection (STEP) and the European Programme on Climatology and Natural Hazards (Epoch), hereinafter called 'the Community programmes';

Whereas the association of Iceland with the Community programmes can help to improve the efficacy of the research carried out by the Contracting Parties in the field of the protection of the environment and can avoid the useless duplication of efforts;

Whereas the ongoing talks relating to a European Economic Area between the Community and the EFTA countries are likely to lead to a result in the area of R&D in the environmental sector which take this development into consideration;

Whereas the Community and Iceland expect to obtain mutual benefit from Iceland's association with the Community programmes,

HAVE AGREED AS FOLLOWS:

Article 1

Iceland is hereby associated as from 20 November 1989 with the implementation of the Community programmes as set out in Annex A. The implementation of the programme and the Community's rate of financial participation are set out in Annex B.

The financial contribution of Iceland, deriving from its association with the implementation of the Community programmes, 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 for the implementation of the Community programmes and from management and administrative operating expenditure for the said programmes.

The proportionality factor governing Iceland's contribution shall be obtained by establishing the ratio between the gross domestic product (GDP) of Iceland, 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 statistical data of the Organization for Economic Cooperation and Development (OECD).

The funds estimated as necessary to carry out the Community programmes, the amount of Iceland's contribution and the timetable of the commitment estimates are set out in Annex C.

The rules governing Iceland's financial contribution are set out in Annex D.

Article 3

1. For the purposes of this Agreement, a cooperation committee to assist the Commission in the implementation of the specific research and development programmes in the field of the environment (STEP and Epoch), adopted by Council Decision 89/625/EEC, hereinafter referred to as 'the Committee', is hereby established.

2. The Committee shall consist of representatives of the Community and Iceland.

3. The Committee shall be consulted on all the matters concerning the implementation of this Agreement. For this purpose, it shall make recommendations.

4. The representative of the Community shall take the appropriate steps to ensure coordination between the implementation of this Agreement and the decisions taken by the Community in respect of the implementation of the Community programmes.

5. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Committee.

6. The Committee shall adopt its own rules of procedure and it shall meet, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

Article 4

For Icelandic research and development bodies and persons, the terms and conditions for the submission and evaluation of proposals and the terms and conditions for the granting and conclusion of contracts under the Community programmes shall be limited to those arising from contracts under the same programme. In particular, the general provisions applicable to research contracts within the Community shall apply subject to this Article, *mutatis mutandis*, to research contracts with Icelandic research and development bodies and persons as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 5

The Commission shall send to Iceland a copy of the reports established in accordance with Article 4 of Council Decision 89/625/EEC.

Article 6

Each Contracting Party undertakes, in accordance with their own rules and regulations, to facilitate the movement and residence of research workers participating in Iceland and in the Community in the activities covered by this Agreement.

Article 7

The Commission and the Ministry of Culture and Education of Iceland shall ensure the implementation of this Agreement.

Article 8

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

Article 9

1. This Agreement shall be concluded for the duration of the Community programmes.

Should the Community revise the Community programmes, this Agreement may be denounced under mutually agreed conditions. Iceland shall be notified of the exact content of the revised programme within one week of 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 this Agreement is envisaged.

2. Where the Community adopts a new R&D programme in the field of the environment, this Agreement may be renegotiated or renewed under mutually agreed conditions.

3. Subject to paragraph 1, 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 this Agreement.

Article 10

This Agreement 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 notify each other of the completion of the procedures necessary for this purpose.

Article 11

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 Iceland.

Article 12

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.

ANNEX A

**COMMUNITY PROGRAMME IN THE FIELD OF SCIENCE AND TECHNOLOGY FOR
ENVIRONMENTAL PROTECTION (STEP) (1989 to 1993)**

The Community programme shall cover the following research areas.

Reference to the subtopics contained under the following nine research topics is of an indicative nature.

*Indicative
allocation*

RESEARCH AREA 1**Environment and human health****5 %**

- 1.1. Development of biological markers of exposure and preclinical effects
- 1.2. Development of environmental epidemiology in the European Community
- 1.3. Indoor air quality and its impact on man

RESEARCH AREA 2**Assessment of risks associated with chemicals****10 %**

- 2.1. Development and validation of protocols for the assessment of health risks
- 2.2. Alternatives to the use of animals in chemical testing
- 2.3. Assessment procedures for the abiotic degradation of chemicals
- 2.4. Research on the assessment of ecological effects of chemicals
- 2.5. Refinement and application of quantitative structure/activity relationships (QSARs)

RESEARCH AREA 3**Atmospheric processes and air quality****20 %**

- 3.1. Tropospheric chemistry, including analysis, sources, transport and deposition of pollutants and other airborne substances
- 3.2. Stratospheric chemistry, ozone depletion and related issues
- 3.3. Air pollution effects on terrestrial and aquatic ecosystems

RESEARCH AREA 4**Water quality****5 %**

- 4.1. Analysis and conversions of pollutants
- 4.2. Effects of pollutants

*Indicative
allocation***RESEARCH AREA 5****Soil and groundwater protection**

8 %

5.1. Protection against inorganic pollutants

5.2. Protection against organic pollutants

5.3. Effects of agricultural and forestry practice

RESEARCH AREA 6**Ecosystem research**

12 %

6.1. Terrestrial ecosystems

6.2. Aquatic and coastal ecosystems (including wetlands)

RESEARCH AREA 7**Protection and conservation of the European cultural heritage**

8 %

7.1. Assessment of the mechanisms of the deterioration

7.2. Critical environmental factors

7.3. Damage assessment

7.4. Material characterization

7.5. Conservation techniques

RESEARCH AREA 8**Technologies for environmental protection**

12 %

8.1. Waste research

8.2. Emission abatement

8.3. Clean technologies

RESEARCH AREA 9**Major technological hazards and fire safety**

20 %

9.1. Physical and chemical phenomena

9.2. Technologies of accident prevention

9.3. Evaluation and management of risk

Total

100 %

**COMMUNITY PROGRAMME IN THE FIELD OF CLIMATOLOGY
AND NATURAL HAZARDS (EPOCH) (1989 to 1993)**

The Community programme shall cover the following research areas.

Reference to the subtopics contained under the following four research topics is of an indicative nature:

*Indicative
allocation*

RESEARCH AREA 1

Past climates and climate change

15 %

1.1. Modelling of extremes (such as ice ages)

1.2. Transient behaviour of the European climate: data and modelling (long-term variations in relation to atmospheric CO₂ content)

RESEARCH AREA 2

Climate processes and models

30 %

2.1. Climate changes detection, modelling and prediction, especially as regards greenhouse gas effects

2.2. The global carbon cycle (study of CO₂ sources and sinks)

2.3. Land surface processes (exchange of energy, mass and momentum between soils, vegetation and atmosphere)

2.4. Climatic aspects of changes in ozone concentration and troposphere-stratosphere interactions

2.5. Role of clouds in the climate system

2.6. Ocean circulation and air-sea flux studies for climate modelling

2.7. Cryospheric processes (formation and stability of land and sea-ice sheets)

RESEARCH AREA 3

Climatic impacts and climate-related hazards

40 %

3.1. Sea level change (factors, rate and consequences)

3.2. Climatic impacts on land and water resources (European crops, forests and water supplies and reserves in a changing climate)

3.3. European land degradation and desertification in a changing climate

3.4. Instability and erosion of natural slopes (in particular landslide factors, mechanism and impacts)

3.5. Storms and floods in the context of climate changes (understanding, prevention and mitigation; methods of forecasting and control)

3.6. Wildfires (understanding the favouring or preventing conditions; forecasting severity and frequency)

RESEARCH AREA 4		<i>Indicative allocation</i>
Seismic hazard		15 %
4.1. Strong-motion measurements (ground acceleration and velocity during strong earthquakes)		
4.2. European data centres and information services (network for seismological data collection and dissemination)		
4.3. Multidisciplinary earthquake prediction studies (identification and evaluation of earthquake precursors)		
4.4. Risk assessment, including methods of evaluating seismic vulnerability of housing stock, lifelines, historical buildings and monuments		
4.5. Establishment of a task force for scientific field missions after a destructive earthquake		
	Total	100 %

ANNEX B

IMPLEMENTATION OF THE PROGRAMMES AND THE COMMUNITY'S RATE OF FINANCIAL PARTICIPATION

The programmes shall be implemented by means of:

- (i) shared-cost research contracts;
- (ii) concerted actions;
- (iii) coordination activities;
- (iv) education and training activities; and
- (v) studies and assessments.

The programmes are open to universities, research organizations and industrial companies, including small and medium-sized enterprises, individuals, or any combination thereof established in the Community and in Iceland. As a rule, projects must be transnational and at least one partner in a project must be established in the Community.

For shared-cost contracts, the Community participation will generally be 50 % of the total expenditure, but this percentage may be varied according to the nature and the stage of development of the research. In respect of universities and research institutes carrying out projects under these programmes, the Community may bear up to 100 % of the additional expenditure involved.

ANNEX C

FINANCIAL PROVISIONS

1. According to the Council Decision adopting the STEP and Epoch programmes, the amount estimated as necessary to carry out these Community programmes shall be ECU 75 000 000 for STEP and ECU 40 000 000 for Epoch.
2. Iceland's financial contributions for its association to the Community programmes are estimated to be ECU 74 182 for STEP and ECU 38 165 for Epoch and shall be added, along with other possible contribution from third countries, to the abovementioned amounts, as foreseen in Article 2 of this Agreement.
3. The indicative timetable for the commitment appropriations of the STEP and Epoch programmes and Iceland's contribution are as follows:

STEP

(ECU)

Community commitments	1989	1990	1991	1992	Total
Management and administration operations	365 000	1 060 000	2 547 000	2 649 000	6 621 000
Contracts	5 635 000	38 940 000	9 453 000	14 351 000	68 379 000
Total	6 000 000	40 000 000	12 000 000	17 000 000	75 000 000
Iceland's contribution					
Management and administration operations	0	1 140	2 738	2 848	6 726
Contracts	0	41 864	10 163	15 429	67 456
Total	0	43 004	12 901	18 277	74 182

Epoch

(ECU)

Community commitments	1989	1990	1991	1992	Total
Management and administration operations	265 000	601 000	1 138 000	1 183 000	3 187 000
Contracts	4 235 000	19 684 000	6 077 000	6 817 000	36 813 000
Total	4 500 000	20 285 000	7 215 000	8 000 000	40 000 000
Iceland's contribution					
Management and administration operations	0	646	1 223	1 272	3 141
Contracts	0	21 162	6 533	7 329	35 024
Total	0	21 808	7 756	8 601	38 165

ANNEX D

FINANCING RULES

1. This Annex lays down the detailed rules governing Iceland's financial contribution referred to in Article 2 of this Agreement.
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 for its implementation, the Commission shall send to Iceland a call for funds corresponding to its contribution to the costs under this Agreement.

This contribution shall be expressed both in ecus and in Austrian currency, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78 ⁽¹⁾, as amended by Regulation (EEC) No 1971/89 ⁽²⁾. The value in Icelandic currency of the contribution in ecus shall be determined on the date of the call for funds.

Iceland shall pay its contribution to the annual cost under this 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 Austria at a rate equal to the highest discount rate obtained 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.

Travel costs of Icelandic representatives and experts arising from their participation in the work of the Committee referred to in Article 3 of this Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Council Decision No 84/338/Euratom, ECSC, EEC ⁽³⁾.

3. The funds paid by Iceland shall be credited to the Community programmes as budget receipts allocated to its appropriate heading in the statement of revenue of the general budget of the European Communities.
4. The Financial Regulation in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
5. At the end of each year, a statement of appropriations for the Community programmes shall be prepared and transmitted to Iceland for information.

⁽¹⁾ OJ No L 379, 30. 12. 1978, p. 1.

⁽²⁾ OJ No L 189, 4. 7. 1989, p. 1.

⁽³⁾ OJ No L 177, 4. 7. 1984, p. 25.

COOPERATION AGREEMENT

between the European Economic Community and the Kingdom of Sweden on research and development in the field of the environment: Science and Technology for Environmental Protection (STEP) and European Programme on Climatology and Natural Hazards (Epoch)

THE EUROPEAN ECONOMIC COMMUNITY,

hereinafter called 'the Community', and

THE KINGDOM OF SWEDEN,

hereinafter called 'Sweden',

both hereinafter called 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 89/625/EEC, the Council of the European Communities, hereinafter called 'the Council', adopted two multiannual R&TD programmes in the field of the environment (1989 to 1993): Science and Technology for Environmental Protection (STEP) and the European Programme on Climatology and Natural Hazards (Epoch), hereinafter called 'the Community programmes';

Whereas the association of Sweden with the Community programmes can help to improve the efficacy of the research carried out by the Contracting Parties in the field of the protection of the environment and can avoid the useless duplication of efforts;

Whereas the ongoing talks relating to a European Economic Area between the Community and the EFTA countries are likely to lead to a result in the area of R&D in the environmental sector which take this development into consideration;

Whereas the Community and Sweden expect to obtain mutual benefit from Sweden's association with the Community programmes,

HAVE AGREED AS FOLLOWS:

Article 1

Sweden is hereby associated as from 20 November 1989 with the implementation of the Community programmes as set out in Annex A. The implementation of the programme and the Community's rate of financial participation are set out in Annex B.

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 for the implementation of the Community programmes and from management and administrative operating expenditure for the said programmes.

The proportionality factor governing Sweden's contribution shall be obtained by establishing the ratio between the gross domestic product (GDP) of Sweden, 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 statistical data of the Organization for Economic Cooperation and Development (OECD).

The funds 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 C.

The rules governing Sweden's financial contribution are set out in Annex D.

Article 3

1. For the purposes of this Agreement, a cooperation committee to assist the Commission in the implementation of the specific research and development programmes in the field of the environment (STEP and Epoch), adopted by Council Decision 89/625/EEC, hereinafter referred to as 'the Committee', is hereby established.

2. The Committee shall consist of representatives of the Community and Sweden.

3. The Committee shall be consulted on all the matters concerning the implementation of this Agreement. For this purpose, it shall make recommendations.

4. The representative of the Community shall take the appropriate steps to ensure coordination between the implementation of this Agreement and the decisions taken by the Community in respect of the implementation of the Community programmes.

5. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Party, shall hold consultations within the Committee.

6. The Committee shall adopt its own rules of procedure and it shall meet, at the request of either Contracting Party, in accordance with the conditions to be laid down in its rules of procedure.

Article 4

For Swedish research and development bodies and persons, the terms and conditions for the submission and evaluation of proposals and the terms and conditions for the granting and conclusion of contracts under the Community programmes shall be limited to those arising from contracts under the same programme. In particular, the general provisions applicable to research contracts within the Community shall apply subject to this Article, *mutatis mutandis*, to research contracts with Swedish research and development bodies and persons as far as questions relating to taxation and customs duties and the utilization of research results are concerned.

Article 5

The Commission shall send to Sweden a copy of the reports established in accordance with Article 4 of Council Decision 89/625/EEC.

Article 6

Each Contracting Party undertakes, in accordance with their own 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 Environment Protection Agency, as concerns STEP, and the Swedish Natural Science Research Council, as concerns Epoch, shall ensure the implementation of this Agreement.

Article 8

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

Article 9

1. This Agreement shall be concluded for the duration of the Community programmes.

Should the Community revise the Community programmes, this Agreement may be denounced under mutually agreed conditions. Sweden shall be notified of the exact content of the revised programme within one week of 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 this Agreement is envisaged.

2. Where the Community adopts a new R&D programme in the field of the environment, this Agreement may be renegotiated or renewed under mutually agreed conditions.

3. Subject to paragraph 1, 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 this Agreement.

Article 10

This Agreement 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 notify each other of the completion of the procedures necessary for this purpose.

Article 11

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 12

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.

ANNEX A

COMMUNITY PROGRAMME IN THE FIELD OF SCIENCE AND TECHNOLOGY FOR
ENVIRONMENTAL PROTECTION (STEP) (1989 to 1993)

The Community programme shall cover the following research areas.

Reference to the subtopics contained under the following nine research topics is of an indicative nature.

*Indicative
allocation*

RESEARCH AREA 1

Environment and human health

5 %

- 1.1. Development of biological markers of exposure and preclinical effects
- 1.2. Development of environmental epidemiology in the European Community
- 1.3. Indoor air quality and its impact on man

RESEARCH AREA 2

Assessment of risks associated with chemicals

10 %

- 2.1. Development and validation of protocols for the assessment of health risks
- 2.2. Alternatives to the use of animals in chemical testing
- 2.3. Assessment procedures for the abiotic degradation of chemicals
- 2.4. Research on the assessment of ecological effects of chemicals
- 2.5. Refinement and application of quantitative structure/activity relationships (QSARs)

RESEARCH AREA 3

Atmospheric processes and air quality

20 %

- 3.1. Tropospheric chemistry, including analysis, sources, transport and deposition of pollutants and other airborne substances
- 3.2. Stratospheric chemistry, ozone depletion and related issues
- 3.3. Air pollution effects on terrestrial and aquatic ecosystems

RESEARCH AREA 4

Water quality

5 %

- 4.1. Analysis and conversions of pollutants
- 4.2. Effects of pollutants

*Indicative
allocation***RESEARCH AREA 5**

Soil and groundwater protection	8 %
5.1. Protection against inorganic pollutants	
5.2. Protection against organic pollutants	
5.3. Effects of agricultural and forestry practice	

RESEARCH AREA 6

Ecosystem research	12 %
6.1. Terrestrial ecosystems	
6.2. Aquatic and coastal ecosystems (including wetlands)	

RESEARCH AREA 7

Protection and conservation of the European cultural heritage	8 %
7.1. Assessment of the mechanisms of the deterioration	
7.2. Critical environmental factors	
7.3. Damage assessment	
7.4. Material characterization	
7.5. Conservation techniques	

RESEARCH AREA 8

Technologies for environmental protection	12 %
8.1. Waste research	
8.2. Emission abatement	
8.3. Clean technologies	

RESEARCH AREA 9

Major technological hazards and fire safety	20 %
9.1. Physical and chemical phenomena	
9.2. Technologies of accident prevention	
9.3. Evaluation and management of risk	

Total	100 %
--------------	--------------

**COMMUNITY PROGRAMME IN THE FIELD OF CLIMATOLOGY
AND NATURAL HAZARDS (EPOCH) (1989 to 1993)**

The Community programme shall cover the following research areas.

Reference to the subtopics contained under the following four research topics is of an indicative nature:

RESEARCH AREA 1

*Indicative
allocation*

Past climates and climate change

15 %

1.1. Modelling of extremes (such as ice ages)

1.2. Transient behaviour of the European climate: data and modelling (long-term variations in relation to atmospheric CO₂ content)

RESEARCH AREA 2

Climate processes and models

30 %

2.1. Climate changes detection, modelling and prediction, especially as regards greenhouse gas effects

2.2. The global carbon cycle (study of CO₂ sources and sinks)

2.3. Land surface processes (exchange of energy, mass and momentum between soils, vegetation and atmosphere)

2.4. Climatic aspects of changes in ozone concentration and troposphere-stratosphere interactions

2.5. Role of clouds in the climate system

2.6. Ocean circulation and air-sea flux studies for climate modelling

2.7. Cryospheric processes (formation and stability of land and sea-ice sheets)

RESEARCH AREA 3

Climatic impacts and climate-related hazards

40 %

3.1. Sea level change (factors, rate and consequences)

3.2. Climatic impacts on land and water resources (European crops, forests and water supplies and reserves in a changing climate)

3.3. European land degradation and desertification in a changing climate

3.4. Instability and erosion of natural slopes (in particular landslide factors, mechanism and impacts)

3.5. Storms and floods in the context of climate changes (understanding, prevention and mitigation; methods of forecasting and control)

3.6. Wildfires (understanding the favouring or preventing conditions; forecasting severity and frequency)

RESEARCH AREA 4		<i>Indicative allocation</i>
Seismic hazard		15 %
4.1. Strong-motion measurements (ground acceleration and velocity during strong earthquakes)		
4.2. European data centres and information services (network for seismological data collection and dissemination)		
4.3. Multidisciplinary earthquake prediction studies (identification and evaluation of earthquake precursors)		
4.4. Risk assessment, including methods of evaluating seismic vulnerability of housing stock, lifelines, historical buildings and monuments		
4.5. Establishment of a task force for scientific field missions after a destructive earthquake		
	Total	100 %

ANNEX B

IMPLEMENTATION OF THE PROGRAMMES AND THE COMMUNITY'S RATE OF FINANCIAL PARTICIPATION

The programmes shall be implemented by means of:

- (i) shared-cost research contracts;
- (ii) concerted actions;
- (iii) coordination activities;
- (iv) education and training activities; and
- (v) studies and assessments.

The programmes are open to universities, research organizations and industrial companies, including small and medium-sized enterprises, individuals, or any combination thereof established in the Community and in Sweden. As a rule, projects must be transnational and at least one partner in a project must be established in the Community.

For shared-cost contracts, the Community participation will generally be 50 % of the total expenditure, but this percentage may be varied according to the nature and the stage of development of the research. In respect of universities and research institutes carrying out projects under these programmes, the Community may bear up to 100 % of the additional expenditure involved.

ANNEX C

FINANCIAL PROVISIONS

1. According to the Council Decision adopting the STEP and Epoch programmes, the amount estimated as necessary to carry out these Community programmes shall be ECU 75 000 000 for STEP and ECU 40 000 000 for Epoch.
2. Sweden's financial contributions for its association to the Community programmes are estimated to be ECU 2 520 480 for STEP and ECU 1 296 769 for Epoch and shall be added, along with other possible contribution from third countries, to the abovementioned amounts, as foreseen in Article 2 of this Agreement.
3. The indicative timetable for the commitment appropriations of the STEP and Epoch programmes and Sweden's contribution are as follows:

STEP

(ECU)

Community commitments	1989	1990	1991	1992	Total
Management and administration operations	365 000	1 060 000	2 547 000	2 649 000	6 621 000
Contracts	5 635 000	38 940 000	9 453 000	14 351 000	68 379 000
Total	6 000 000	40 000 000	12 000 000	17 000 000	75 000 000
Sweden's contribution					
Management and administration operations	0	38 720	93 038	96 765	228 523
Contracts	0	1 422 428	345 306	524 223	2 291 957
Total	0	1 461 148	438 344	620 988	2 520 480

Epoch

(ECU)

Community commitments	1989	1990	1991	1992	Total
Management and administration operations	265 000	601 000	1 138 000	1 183 000	3 187 000
Contracts	4 235 000	19 684 000	6 077 000	6 817 000	36 813 000
Total	4 500 000	20 285 000	7 215 000	8 000 000	40 000 000
Sweden's contribution					
Management and administration operations	0	21 954	41 570	43 213	106 737
Contracts	0	719 031	221 985	249 016	1 190 032
Total	0	740 985	263 555	292 229	1 296 769

ANNEX D

FINANCING RULES

1. This Annex lays down the detailed rules governing Sweden's financial contribution referred to in Article 2 of this Agreement.
2. At the beginning of each year, or whenever the Community programmes is revised so as to involve an increase in the amount estimated as necessary for its implementation, the Commission shall send to Sweden a call for funds corresponding to its contribution to the costs under this Agreement.

This contribution shall be expressed both in ecus and in Swedish currency, the composition of the ecu being defined in Council Regulation (EEC) No 3180/78 ⁽¹⁾, as amended by Regulation (EEC) No 1971/89 ⁽²⁾. The value in Swedish currency of the contribution in ecus shall be determined on the date of the call for funds.

Sweden shall pay its contribution to the annual cost under this 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 Austria at a rate equal to the highest discount rate obtained 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.

Travel costs of Swedish representatives and experts arising from their participation in the work of the Committee referred to in Article 3 of this Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Council Decision No 84/338/Euratom, ECSC, EEC ⁽³⁾.

3. The funds paid by Sweden shall be credited to the Community programmes as budget receipts allocated to its appropriate heading in the statement of revenue of the general budget of the European Communities.
4. The Financial Regulation in force applicable to the general budget of the European Communities shall apply to the management of the appropriations.
5. At the end of each year, a statement of appropriations for the Community programmes shall be prepared and transmitted to Sweden for information.

⁽¹⁾ OJ No L 379, 30. 12. 1978, p. 1.

⁽²⁾ OJ No L 189, 4. 7. 1989, p. 1.

⁽³⁾ OJ No L 177, 4. 7. 1984, p. 25.

COUNCIL DECISION

of 3 February 1992

concerning the conclusion of a Cooperation Agreement between the European Economic Community and the Republic of Turkey in the field of medical and health research

(92/134/EEC)

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 130q (2) thereof,

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

In cooperation with the European Parliament ⁽²⁾,

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

Whereas by Decision 87/551/EEC ⁽⁴⁾, the Council adopted a research and development coordination programme of the European Economic Community in the field of medical and health research (1987 to 1991); whereas Article 7 (2) of that Decision authorizes the Commission to negotiate agreements with the non-member States participating in European cooperation in the field of scientific and technical research (COST) with a view to associating them wholly or partly with that programme;

Whereas the Turkish Government has expressed an interest in cooperating on medical and health research; whereas the Community and the Republic of Turkey expect to obtain mutual benefit from such cooperation;

Whereas the Cooperation Agreement negotiated between the European Economic Community and the Republic of Turkey in the field of medical and health research should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Cooperation Agreement between the European Economic Community and the Republic of Turkey in the field of medical and health research 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 9 of the Agreement ⁽⁵⁾.

Done at Brussels, 3 February 1992.

For the Council
The President
João PINHEIRO

⁽¹⁾ OJ No C 76, 21. 3. 1991, p. 4.

⁽²⁾ OJ No C 267, 14. 10. 1991, p. 100 and Decision of 15 January 1992 (not yet published in the Official Journal).

⁽³⁾ OJ No C 269, 14. 10. 1991, p. 20.

⁽⁴⁾ OJ No L 334, 24. 11. 1987, p. 20.

⁽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 Turkey in the field of medical and health research

THE EUROPEAN ECONOMIC COMMUNITY,
hereinafter referred to as 'the Community',
and

THE REPUBLIC OF TURKEY,
hereinafter referred to as 'Turkey',
both hereinafter referred to as 'the Contracting Parties',

whereas by its Decision of 17 November 1987, the Council of the European Communities, hereinafter referred to as 'the Council', adopted a research and development coordination programme of the Community in the field of medical and health research (1987 to 1991);

whereas comprehensive research and development activities in the field of medical and health research are carried out in Turkey;

whereas cooperation in the field of medical and health research is likely to contribute effectively to the attainment of an optimum level of individual and public health;

whereas the Member States of the Community and Turkey intend, in accordance with the rules and procedures applicable to their national programmes, to carry out the research described in Annex A and are prepared to integrate such research into a coordination process; whereas the Community and Turkey expect to obtain mutual benefit from Turkey's association with the Community programme,

HAVE AGREED AS FOLLOWS:

Article 1

The Contracting Parties shall cooperate for a period from 1 January 1990 to 31 December 1991 in the following research targets of the Community programme:

- medical technology development (Target II.1),
- health services research (Target II.2).

The research topics covered by this Agreement are outlined in Annex A.

The cooperation shall consist of the coordination of those activities which form part of the research programmes of Turkey and of the Community.

Turkey and the Member States of the Community shall remain entirely responsible for the research carried out by their national institutions or bodies.

Article 2

The Commission of the European Communities, hereinafter referred to as 'the Commission', shall be responsible for the implementation of the coordination activities.

It shall be assisted in its task by the Management and Coordination Advisory Committee on Medical and Health Research, hereinafter referred to as the 'CGC', set up by Decision 84/338/Euratom, ECSC, EEC. This CGC may be assisted by Concerted Action Committees (Comacs) composed of experts designated by the competent authorities of Member States of the Community.

The CGC, together with those Comacs relevant to the research targets referred to in Article 1, shall be enlarged to include two representatives designated by Turkey who may be assisted or replaced by one Turkish expert. These representatives and/or experts shall attend meetings of the CGC and those Comacs for all items relevant to these research targets.

Article 3

The estimated financial contribution from the Community for the implementation of the coordination activities covered by this Agreement shall be set according 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 relating to coordination costs and to management and operating expenditure.

The estimated financial contribution from Turkey for the same costs and expenditure shall be proportional to the Community's contribution. The proportionality factor shall be given by the ratio between Turkey'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 Turkey. This ratio shall be calculated on the basis of the latest available OECD statistical data.

The total financial contributions from the Contracting Parties for the period referred to in Article 1 are estimated to amount to:

- ECU 13 500 000 from the Community,
- ECU 104 085 from Turkey.

The ECU is that defined by the Council Regulation (EEC) No 3180/78 of 18 December 1978 changing the value of the unit of account used by the European Monetary Cooperation Fund, as amended by Regulation (EEC) No 1971/89.

The rules governing the financial contribution from Turkey are set out in Annex B.

Article 4

During the course of its third year, the Commission shall evaluate the programme, having regard to the objectives of the research targets referred to in Article 1. As a result of this evaluation, the Commission may, after the CGC has been consulted, submit to the Council a proposal for a revision affecting some or all of the research targets. Turkey shall be informed of the results of this evaluation and of any possible revision.

Article 5

The Member States of the Community, Turkey and the Commission shall regularly exchange all useful information concerning the execution of the research subjects covered by this Agreement. The Member States of the Community and Turkey shall provide the Commission with all information necessary for coordination purposes. They shall also endeavour to provide the Commission with information on similar research planned or carried out by bodies which are not under their authority. Any information shall be treated as confidential if so requested by the party which provides it.

On completion of the coordination activities covered by this Agreement, the Commission, in agreement with the CGC, shall send to the Member States of the Community, the European Parliament and Turkey a summary report on the implementation and results of the research.

Article 6

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 Turkey.

Article 7

1. This Agreement is concluded for the period referred to in Article 1.

Should the Community revise the Community programme, the Agreement may be renegotiated or terminated under mutually agreed conditions. Turkey 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 one month after the Community decision has been adopted if a termination of the Agreement is envisaged.

2. Whenever a decision on the 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.

3. Except as provided in paragraph 1, either Contracting Party may at any time terminate this Agreement with six months' notice.

Article 8

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

Article 9

This Agreement 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 notify each other of the completion of the procedures necessary for this purpose.

Article 10

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

ANNEX A

RESEARCH TOPICS COVERED BY THE AGREEMENT

Target II.1 — Medical technology development

Area II.1.1. Diagnostic Methods and Monitoring

Area II.1.2. Treatment and Rehabilitation

Area II.1.3. Technical and Clinical Evaluation

Target II.2 — Health services research ⁽¹⁾

Area II.2.1. Research on prevention

Area II.2.2. Research on care delivery systems

Area II.2.3. Research on health care organization

Area II.2.4. Health technology assessment

⁽¹⁾ The following actions will be carried out through seminars, studies and exchange of personnel for training purposes:

- Evaluation of integrated non-communicable diseases prevention and control programmes (foreseen in Area II.2.1),
- Comprehensive community care of the mentally ill (foreseen in Area II.2.2),
- Health care planning and management (foreseen in Area II.2.3),
- Evaluation of clinical practice in hospitals (foreseen in Area II.2.3).

*ANNEX B***FINANCING RULES***Article 1*

These provisions lay down the financing rules for Turkey referred to in Article 3 of the Agreement.

Article 2

At the beginning of each year, or — in accordance with Article 7 of the Agreement — whenever the Community programme is revised so as to involve an increase in the amount estimated to be necessary for its implementation, the Commission shall send to Turkey a call for funds corresponding to its share of the annual costs under the Agreement.

This contribution shall be expressed both in ecus and in the Turkish currency. The value in Turkish currency of the contribution in ecus shall be determined on the date of the call for funds.

The travel costs of Turkish representatives and experts deriving from their participation in the work of the CGC and Comacs referred to in Article 2 of the Agreement shall be reimbursed by the Commission in accordance with the procedures currently in force for the representatives and experts of the Member States of the Community and, in particular, in accordance with Decision 84/338/Euratom, ECSC, EEC.

Turkey shall pay its contribution to the annual costs under the Agreement at the beginning of each year 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 Turkey at a rate equal to the highest discount rate in force 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.

Article 3

The funds paid by Turkey shall be credited to the two research targets as budget receipts allocated to an appropriate heading in the statement of revenue of the general budget of the European Communities.

Article 4

The provisional timetable for the costs referred to in Article 3 of the Agreement are appended hereto.

Article 5

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

Article 6

At the end of each year, a statement of appropriations for the two research targets shall be prepared and transmitted to Turkey for information.

*Annex to Annex B***Provisional timetable for the costs relating to the research targets of the medical and health research programme**

(commitment appropriations)

(ECU)

	1987	1988	1989	1990	1991	Total
I. Initial estimate of expenditure						
— Target II.1, Areas 1, 2, 3	455 000	3 555 000	3 390 000	2 850 000	1 250 000	11 500 000
— Target II.2, Areas 1, 2, 3, 4	225 000	1 575 000	2 550 000	1 650 000	1 000 000	7 000 000
Total	680 000	5 130 000	5 940 000	4 500 000	2 250 000	18 500 000
II. Revised estimate of expenditure taking into account the Cooperation Agreement with Turkey						
— Target II.1, Areas 1, 2, 3	455 000	3 555 000	3 390 000	2 893 947	1 269 275	11 563 222
— Target II.2, Areas 1, 2, 3, 4	225 000	1 575 000	2 550 000	1 675 443	1 015 420	7 040 863
Total	680 000	5 130 000	5 940 000	4 569 390	2 284 695	18 604 085
III. Difference between II and I to be covered by Turkey's contribution	0	0	0	69 390	34 695	104 085