



COMMISSION OF THE EUROPEAN COMMUNITIES

Brussels, 18.7.2003
COM(2003) 438 final

Proposal for a

COUNCIL DECISION

**on the signing of the Agreement for scientific and technological co-operation
between the European Community and the United Mexican States**

(presented by the Commission)

EXPLANATORY MEMORANDUM

1. The Economic Partnership, Political Coordination and Cooperation Agreement¹ between the European Community and its Member States of the one part and the United Mexican States (hereinafter: Mexico) of the other part, entered into force on 1 October 2000. Article 29, paragraph 5 of this Agreement identified cooperation on science and technology as an area of particular interest and potential.
2. In its communication of 19 July 1996 entitled "Promoting RTD cooperation with the world's emerging economies" (COM(96) 344 final) the Commission stressed the benefits of negotiating agreements for scientific and technological cooperation with countries with emerging economies. In its resolution of 14 March 1997 on the above mentioned communication, the European Parliament "calls on the Commission to negotiate, with due regard for the circumstances in each country, bilateral agreements establishing a legal framework for the promotion of RTD cooperation".

The strengthening of scientific and technological cooperation with these countries has been reaffirmed in the Commission's communication entitled "The international dimension of the European Research Area" (COM (2001) 346 final).

3. On 22 January 2002, the Ambassador of Mexico to the EU presented Mexico's official request to enter into negotiations with the European Community with a view to concluding a specific agreement for scientific and technological cooperation.
4. On 12 July 2002, the Council authorized the Commission to negotiate an Agreement for scientific and technological cooperation between the European Community and Mexico. The negotiations resulted in the attached Agreement, initialed on 2 April 2003, in Mexico.
5. The Agreement was negotiated against the background of an upgraded and intensifying co-operation between Mexico and the European Union, considering the importance of science and technology for economic and social development and the mutual wish to extend and strengthen the conduct of co-operative activities in areas of common interest, as diverse as:
 - research on the environment and climate, including Earth observation,
 - biomedical and health research,
 - agriculture, forestry and fisheries,
 - industrial and manufacturing technologies,
 - research on electronics, materials and metrology,

¹ OJ L 276, 28.10.2000, p. 44

- non-nuclear energy,
 - transport,
 - information society technologies,
 - research on economic and social development,
 - biotechnologies,
 - aeronautics and space research and applied research; and
 - science and technology policy.
6. The Agreement is based on the principles of mutual benefit, reciprocal opportunities for access to each other's programmes and activities relevant to the purpose of the Agreement, non-discrimination, the effective protection of intellectual property and equitable sharing of intellectual property rights. It shall be concluded for an initial period of five years and may be tacitly renewed after full evaluation, based on the results, during the penultimate year of each successive five-year period.
7. The Agreement provides for :
- establishment of networks and long-term institutional alliances between research centres and research and technology institutes and joint implementation of projects of common interest;
 - implementation of RTD projects between research and business centres in Mexico and Europe, including technology-based companies;
 - participation of Mexican research institutes in RTD projects under the existing framework programme and reciprocal participation of research institutes established in the Community in Mexican projects in similar sectors of RTD. Such a participation shall be subject to the rules and procedures applicable in RTD programmes of each Party;
 - visits and exchanges of scientists, RTD policy-makers and technical experts, including scientific training through research ;
 - joint organisation of scientific seminars, conferences, symposia and workshops, as well as participation of experts in such activities;
 - exchanges and sharing of equipment and materials including shared use and/or loans of laboratory infrastructure and equipment;
 - exchanges of information on procedures, laws, regulations and programmes relevant to cooperation under this Agreement, exchanges of experience and studies on best practice on science and technology policy;
 - any other form recommended by the Steering Committee and deemed in conformity with the policies and procedures applicable in both Parties;

- cooperation activities to be subject to the availability of funds and to the applicable laws and regulations, policies and programmes of Mexico and the Community; in principle, no transfer of funds will take place.
8. As regards dissemination and utilisation of information and management, allocation and exercise of intellectual property rights, resulting from joint research under the Agreement, they shall be subject to the provisions of the annex to this Agreement entitled “Intellectual Property Rights” which forms an integral part thereof.
 9. The principle of non-discrimination agreed under article 3 of the Agreement should protect Community participants in Mexican programmes and activities against any discriminatory treatment, also in respect of the dissemination and utilisation of results, including intellectual property rights. The Steering Committee shall, inter alia, review the efficient and effective functioning of the Agreement, including the non-discriminatory treatment of participants.
 10. Closer collaboration with Mexico on science and technology will also contribute directly to strengthening ties between the two parties and will, in particular, bring substantial benefits for Europeans, by improving the Community's position in Mexico and, consequently, within Latin America as a whole. This is in line with the conclusions adopted by the Council of the European Union on the communication from the Commission on a new European Union-Latin American partnership on the eve of the 21st century (COM (1999) 105 of 9 March 1999), the Rio Declaration by the Heads of State or Government of June 1999 and the contents of the existing CE-Mexico Economic Partnership, Political Coordination and Cooperation Agreement.

In conclusion, this negotiated agreement for scientific and technological cooperation would be the appropriate instrument for expanding and supplementing current cooperation under the FP6 specific activities for international cooperation with developing countries.

11. In the light of the above-mentioned considerations, the Commission proposes that the Council
 - decide that the Agreement for scientific and technological cooperation between the European Community and the United Mexican States be signed on behalf of the European Community and
 - authorise the President of the Council to designate the person empowered to sign on behalf of the European Community.

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THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 170 (2), in conjunction with the first sentence of the first subparagraph of Article 300 (2) thereof,

Having regard to the proposal from the Commission²,

Whereas:

- (1) The Commission has negotiated, on behalf of the Community, an Agreement for scientific and technological cooperation with the United Mexican States;
- (2) Subject to its possible conclusion at a later date, the Agreement initialled on 2 April 2003 should be signed,

HAS DECIDED AS FOLLOWS:

Sole Article

Subject to a possible conclusion at a later date, the President of the Council is hereby authorised to designate the person empowered to sign, on behalf of the European Community, the Agreement for scientific and technological co-operation between the European Community and the United Mexican States.

Done at Brussels,

*For the Council
The President*

² OJ C , , p. .

AGREEMENT

FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION

BETWEEN THE UNITED MEXICAN STATES

AND THE EUROPEAN COMMUNITY

THE EUROPEAN COMMUNITY, hereinafter referred to as "the Community",
of the one part, and

THE UNITED MEXICAN STATES, hereinafter referred to as "Mexico",
of the other part,

hereinafter referred to as "the Parties",

CONSIDERING the Economic Partnership, Political Coordination and Cooperation Agreement between the United Mexican States and the European Community and its Member States of 8 December 1997;

CONSIDERING the importance of science and technology for their economic and social development;

CONSIDERING the ongoing scientific and technological cooperation between the Community and Mexico;

CONSIDERING that the Community and Mexico are currently pursuing research and technological development activities, including projects as defined in Article 2(e), in areas of common interest and that participation in each other's research and development activities on the basis of reciprocity will provide mutual benefits;

DESIRING to establish a solid basis for cooperation in scientific and technological research which will extend and strengthen the cooperative activities in areas of common interest and encourage the application of the results of such cooperation to the economic and social benefit of both Parties;

CONSIDERING that this Agreement for scientific and technological cooperation is part of the general cooperation between Mexico and the Community,

HAVE AGREED AS FOLLOWS:

Article 1 - Purpose

The Parties shall encourage, develop and facilitate cooperative research and development activities in fields of science and technology of common interest between the Community and Mexico.

Article 2 – Definitions

For the purpose of this Agreement:

- a) “cooperative activity” means any activity which the Parties undertake or support, pursuant to this Agreement, and includes joint research and training of human resources;
- b) “information” means scientific or technical data, results or methods of research and development stemming from joint research and any other data deemed necessary by the participants to cooperative activities, including, as necessary, by the Parties themselves;
- c) “intellectual property” shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organisation, signed in Stockholm on 14 July 1967;
- d) “joint research” means research, technological development and/or demonstration projects implemented with or without financial support from one or both Parties and which involves collaboration between participants from both the Community and Mexico;
- e) "demonstration projects" means projects aimed at demonstrating the viability of new technologies which offer a potential economic advantage but which cannot be commercialised without a prior study of their viability on the market. The Parties shall keep each other mutually and regularly informed about the joint research activities in the context of the coordination and facilitation of cooperative activities (Article 6);
- f) “participant” or "research entities” means any physical or legal person, research institute, or any other firm or legal entity established in the Community or in Mexico involved in cooperative activities, including the Parties themselves.

Article 3 -Principles

Cooperative activities shall be conducted on the basis of the following principles:

- a) mutual benefit based on an appropriate balance of advantages;
- b) reciprocal opportunities to participate in the research and technological development activities undertaken by each Party;
- c) timely exchange of information which may affect cooperative activities;
- d) within the framework of the applicable laws and regulations, effective protection of intellectual property and equitable sharing of intellectual property rights, in accordance with the Annex on intellectual property rights, which forms an integral part of this Agreement.

Article 4 - Areas of cooperative activities

- a) Cooperation under this Agreement may cover all the activities on research, technological development, demonstration and high-level scientific and technological training, hereinafter referred to as “RTD”, included in the RTD Framework Programme of the European Community, including fundamental research. The abovementioned activities must be directed towards promoting scientific progress, industrial competitiveness and economic and social development, in particular in the following areas:
- research on the environment and climate, including Earth observation,
 - biomedical and health research,
 - agriculture, forestry and fisheries,
 - industrial and manufacturing technologies,
 - research on electronics, materials and metrology,
 - non-nuclear energy,
 - transport,
 - information society technologies,
 - research on economic and social development,
 - biotechnologies,
 - aeronautics and space research and applied research; and
 - science and technology policy.
- b) Other areas of cooperation may be added to this list subject to prior examination and recommendation by the Joint Committee referred to in Article 6, in accordance with the procedures in force for each party, together with all similar RTD activities undertaken in Mexico in the corresponding fields.

This Agreement does not affect the participation of Mexico, as a developing country, in Community activities in the field of research for development.

Article 5 - Forms of cooperative activities

- a) The Parties shall foster the participation of institutes of higher education, research and development centres and research and development entities in cooperative activities under this Agreement in conformity with their internal policies and regulations, with a view to providing opportunities for participation in their scientific and technological research and development activities.

- b) Cooperative activities may take the following forms:
- establishment of networks and long-term institutional alliances between research centres and research and technology institutes and joint implementation of projects of common interest;
 - implementation of RTD projects between research and business centres in Mexico and Europe, including technology-based undertakings;
 - participation of Mexican research institutes in RTD projects under the existing Framework Programme and reciprocal participation of research institutes established in the Community in Mexican projects in similar fields of RTD. Such participation shall be subject to the rules and procedures applicable in the RTD programmes of each Party;
 - visits and exchanges of scientists, RTD policy-makers and technical experts, including scientific training through research;
 - joint organisation of scientific seminars, conferences, workshops and symposia, as well as participation of experts in such activities;
 - exchanges and sharing of equipment and materials, including shared use and/or loans of laboratory infrastructure and equipment;
 - exchanges of information on procedures, laws, regulations and programmes relevant to cooperation under this Agreement, exchanges of experience and studies on best practice on science and technology policy;
 - any other form recommended by the Steering Committee, as provided for in Article 6(b), and considered to be in conformity with the policies and procedures applicable in both Parties.

Joint RTD projects shall be implemented when the participants have developed a technology management plan, as indicated in the Annex to this Agreement.

Article 6 - Coordination and facilitation of cooperative activities

- a) For the purposes of this Agreement, the Parties appoint the following authorities, acting as executive agents, for the coordination and facilitation of cooperative activities: on behalf of the United Mexican States, el Consejo Nacional de Ciencia y Tecnología [National Science and Technology Council] and, on behalf of the Community, the representatives of the European Commission.
- b) The co-signatory executive agents shall establish a bilateral RTD Cooperation Steering Committee, hereinafter referred to as the “Steering Committee”, for the management of this Agreement; this Committee shall consist of a similar number of official representatives of each Party; it shall establish its own rules of procedure.

- c) The functions of the Steering Committee shall include:
1. promoting and overseeing the different cooperative activities referred to in Article 4 of this Agreement as well as those that could be implemented in the framework of RTD cooperation for development and any others which arise in the future;
 2. identifying, pursuant to the first indent of Article 5(b), among the potential sectors for RTD cooperation, those priority sectors or subsectors of mutual interest in which cooperation is sought;
 3. promoting, pursuant to the second indent of Article 5(b), together with the scientific communities of the two Parties, identification of projects which would be of mutual benefit, complementary and/or priorities;
 4. making recommendations, pursuant to the fifth indent of Article 5(b);
 5. advising the Parties on ways to enhance and improve cooperation and dissemination thereof consistent with the principles set out in this Agreement;
 6. monitoring and reviewing the efficient functioning and implementation of this Agreement;
 7. providing an annual report to the Parties on the status, the level reached and the effectiveness of cooperation undertaken under this Agreement. This report shall be submitted to the Joint Committee established under the Association Agreement of 8 December 1997.
- d) The Steering Committee shall, as a general rule, meet once a year, preferably before the meeting of the Joint Committee established under the Association Agreement, according to a jointly agreed schedule, and shall report to the Joint Committee; the meetings shall be held alternately in the Community and in Mexico. Extraordinary meetings may be organised at the request of either Party.
- e) Each Party shall bear the costs of its participation in the meetings of the Steering Committee. Costs other than those for travel and accommodation which are directly associated with meetings of the Steering Committee shall be borne by the host Party.

Article 7 - Funding

- a) Cooperative activities shall be subject to the availability of appropriated funds and to the applicable laws, regulations, policies and programmes of the Parties. Costs incurred by the participants in cooperative activities shall, in principle, give rise to no transfer of funds from one Party to the other.

- b) When cooperative schemes of one Party provide for financial support to participants from the other Party, any such grants, financial or other contributions shall be granted free of tax and customs duties in accordance with the laws and regulations applicable in the territories of each Party.

Article 8 - Entry of personnel and equipment

Each Party shall take all necessary steps and provide the necessary facilities for participants officially involved in cooperative activities under this Agreement to enter, stay in and leave its territory. They shall also make the efforts necessary to provide the necessary facilities, in the national migration, tax, customs, health and safety regulations in force in the receiving country, for the material, data and equipment used in the activities covered by the Agreement.

Article 9 - Dissemination and use of information

The research entities established in Mexico which are involved in Community RTD projects shall follow, as regards the ownership, dissemination and utilisation of information and as regards the intellectual property stemming from this involvement, the rules on dissemination of research results stemming from the specific Community RTD programmes as well as the provisions in the Annex to this Agreement. The research entities established in the Community which are involved in Mexican RTD projects shall have, as regards the ownership, dissemination and utilisation of information and as regards the intellectual property stemming from this involvement, the same rights and the same obligations as the Mexican research entities and shall be subject to the provisions in the Annex to this Agreement.

Article 10 - Territorial application

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies and under the conditions laid down in that Treaty and, on the other hand, to the territory of Mexico.

Article 11 - Entry into force, termination and dispute settlement

- a) This Agreement shall enter into force on the date of the last written communication by which the Parties notify each other that their respective internal procedures necessary for its entry into force have been completed.
- b) This Agreement shall be concluded for an initial period of five years and may be tacitly renewed after full evaluation, based on the results, during the penultimate year of each successive five-year period.
- c) This Agreement may be amended by decision of the Parties. Amendments shall enter into force under the same conditions as defined in paragraph (a).

- d) This Agreement may be terminated at any time by either Party upon six months' written notice to the other Party through diplomatic channels. The expiration or termination of this Agreement shall not affect the validity or duration of any arrangements made under it, or any specific rights and obligations that have accrued in compliance with the Annex.
- e) All questions or disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement between the Parties.

In witness whereof, the undersigned, being duly authorised thereto, have signed this Agreement.

Done at Brussels on in two copies, in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each text being equally authentic. The English version will prevail whenever there is a divergent interpretation between these texts.

For the United Mexican States

For the European Community

Jaime Parada Avila,

Director-General

Consejo Nacional de Ciencia y Tecnología

ANNEX

INTELLECTUAL PROPERTY RIGHTS

This Annex is an integral part of the "Agreement for scientific and technological cooperation between the European Community and the United Mexican States", hereinafter referred to as "the Agreement".

Rights to intellectual property created or furnished under the Agreement shall be allocated as provided in this Annex.

I. APPLICATION

This Annex is applicable to joint research undertaken pursuant to the Agreement, except as otherwise agreed by the Parties.

II. OWNERSHIP, ALLOCATION AND EXERCISE OF RIGHTS

1. This Annex addresses the allocation of rights and interests of the Parties and their participants. Each Party and its participants shall ensure that the other Party and its participants may obtain the rights to intellectual property allocated to it in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation of rights, interests and royalties between a Party and its nationals or participants, which shall be determined by the laws and practices applicable to each Party.
2. The Parties shall also be guided by, and contractual arrangements shall provide for, the following principles:
 - a) effective protection of intellectual property. The Parties shall ensure that they and/or their participants notify one another within a reasonable time of the creation of any intellectual property arising under the Agreement or implementation arrangements and seek protection for such intellectual property in a timely fashion;
 - b) effective exploitation of results, taking into account the contributions of the Parties and their participants and the provisions of Article 9 of the Agreement;
 - c) non-discriminatory treatment of participants from the other Party as compared with the treatment given to its own participants without prejudice to Article 9 of the Agreement;
 - d) protection of business-confidential information.
3. The Parties or participants shall jointly develop a Technology Management Plan (TMP) in respect of the ownership and use, including publication, of information and intellectual property to be created in the course of joint research. The TMP shall be approved by the responsible funding agency or other relevant agencies involved in financing the technology, taking account

of the opinion of the Steering Committee, before the conclusion of the corresponding specific research and development cooperation contracts of research institutes. The TMP shall be developed within the rules and regulations in force in each Party taking into account the aims of the joint research, the financial or other contributions of the Parties and participants, the advantages and disadvantages of licensing by territory or for fields of use, the transfer of export-controlled data, goods or services, requirements imposed by applicable laws and other factors deemed appropriate by the participants. The rights and obligations concerning the research generated by visiting researchers in respect of intellectual property shall also be addressed in the joint technology management plans.

With respect to intellectual property, the TMP shall normally address, among other things, ownership, protection, user rights for research and development purposes, exploitation and dissemination, including arrangements for joint publication, the rights and obligations of visiting researchers and dispute settlement procedures. The TMP may also address general and specific information, licensing and deliverables.

4. Information or intellectual property created in the course of joint research and not addressed in the TMP shall be allocated, with the approval of the Parties, according to the principles set out in the TMP. In case of disagreement, such information or intellectual property shall be owned jointly by all the participants involved in the joint research from which the information or intellectual property results. Each participant to whom this provision applies shall have the right to use such information or intellectual property for his own commercial exploitation with no geographical limitation.
5. Each Party shall ensure that the other Party and its participants have the rights to intellectual property allocated to them in accordance with these principles.
6. While maintaining the conditions of competition in areas affected by the Agreement, each Party shall endeavour to ensure that rights acquired pursuant to the Agreement and arrangements made under it are exercised in such a way as to encourage, in particular:
 - i) the dissemination and use of information created, disclosed or otherwise made available, under the Agreement, and
 - ii) the adoption and implementation of international standards.
7. Termination or expiry of the Agreement shall not affect rights or obligations in accordance with this Annex.

III. COPYRIGHT WORKS AND SCIENTIFIC LITERARY WORKS

Copyright belonging to the Parties or to their participants shall be accorded treatment consistent with the Berne Convention (Paris Act 1971). The copyright shall protect the expressions but not the ideas, procedures, methods of operation or mathematical concepts as such. Limitations or exceptions to exclusive rights may be introduced only in certain special cases which do not obstruct normal exploitation of results nor unduly endanger the legitimate interests of the right-holder.

Without prejudice to Section II, and unless otherwise agreed in the TMP, results of joint research shall be published jointly by the Parties or participants. Subject to the foregoing general rule, the following procedures shall apply:

1. In the case of publication by a Party or public bodies of that Party of scientific and technical journals, articles, reports, books, including videos and software arising from joint research pursuant to the Agreement, the other Party shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free licence to translate, reproduce, adapt, transmit and publicly distribute such works.
2. The Parties shall ensure that literary works of a scientific character arising from joint research pursuant to the Agreement and published by independent publishers shall be disseminated as widely as possible.
3. All copies of a copyright work to be publicly distributed and prepared under this provision shall indicate the names of the author(s) of the work unless an author explicitly declines to be named. Copies shall also bear a clearly visible acknowledgement of the cooperative support of the Parties.

IV. INVENTIONS, DISCOVERIES AND OTHER SCIENTIFIC AND TECHNOLOGICAL ACHIEVEMENTS

Inventions, discoveries and other scientific and technological achievements arising from cooperative activities between the Parties themselves shall be owned by the Parties unless otherwise agreed by the Parties.

V. UNDISCLOSED INFORMATION

A. Documentary undisclosed information

1. Each Party, its agencies or its participants, as appropriate, shall identify at the earliest possible moment, and preferably in the TMP, the information which they wish to remain undisclosed in relation to the Agreement, taking into account, inter alia, the following criteria:
 - a) secrecy of the information in the sense that it is not, as a body or in the precise configuration or assembly of its components, generally known among or readily accessible by lawful means to experts in the fields;

- b) the actual or potential commercial value of the information by virtue of its secrecy;
- c) previous protection of the information in the sense that it has been subject to steps that were reasonable under the circumstances by the person lawfully in control, to maintain its secrecy.

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

- 2. Each Party shall ensure that it and its participants clearly identify undisclosed information, for example by means of an appropriate marking or restrictive legend. This also applies to any reproduction of the said information, in whole or in part.

Any Party receiving undisclosed information pursuant to the Agreement shall respect the privileged nature thereof. These limitations shall automatically terminate when this information is disclosed by the owner into the public domain.

- 3. Undisclosed information communicated under this Agreement may be disseminated by the receiving Party to persons linked to or employed by the receiving Party and other concerned departments or agencies in the receiving Party authorised for the specific purposes of the joint research under way, provided that any undisclosed information so disseminated shall be pursuant to an agreement of confidentiality and shall be readily recognisable as such, as set out above.
- 4. With the prior written consent of the Party providing undisclosed information, the receiving Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph 3 above. The Parties shall cooperate in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its domestic policies, regulations and laws.

B. Non-documentary undisclosed information

Non-documentary undisclosed or other confidential information provided in seminars and other meetings arranged under the Agreement, or information arising from the attachment of staff, use of facilities, or participation in joint projects, shall be treated by the Parties or their participants according to the principles specified for documentary information in the Agreement, provided, however, that the recipient of such undisclosed or other confidential or privileged information has been made aware of the confidential character of the information at the time it was communicated.

C. Control

Each Party shall endeavour to ensure that undisclosed information received by it under the Agreement shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may be reasonably expected to become, unable to meet the non-dissemination provisions of sections A and B, it shall immediately inform the other Party. The Parties shall thereafter consult to define the most appropriate course of action.

For the United Mexican States

For the European Community

Jaime Parada Avila,
Director-General
Consejo Nacional de Ciencia y Tecnología

LEGISLATIVE FINANCIAL STATEMENT

Policy area(s): RTD

Activity: International S&T cooperation

TITLE OF ACTION: PROPOSAL FOR A COUNCIL DECISION ON THE SIGNING OF THE AGREEMENT FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE EUROPEAN COMMUNITY AND THE UNITED MEXICAN STATES

1. BUDGET LINE(S) +HEADINGS

1.1. Relevant budget headings

the costs associated with the activities of monitoring and implementing the agreement will be charged to the specific budget headings of the programmes within the Community RTD Framework Programme (chapter B6-6013: other management expenditure in the field of RTD).

2. OVERALL FIGURES

2.1. Method of calculating the total annual cost of the operation (estimate)

- a. Preparatory activities, review of the co-operation activities:** meetings of the Steering Committee on Science and Technology Co-operation, exchange of information, visits of officials and experts to Mexico 40.000 €
- b. Scientific and technical workshops/meetings:** 60.000 €

TOTAL : 100.000 €/Year

3. BUDGET CHARACTERISTICS

Type of expenditure		New	EFTA contribution	Contribution from applicant Countries	Heading in financial perspectives
Non-comp	Diff	No	Yes	Yes	Nr. 3

4. LEGAL BASIS

– With legal basis. -[Multi-annual programme – Codecision (with privileged financial reference)].

4.1. Titles and reference

– Treaty establishing the European Community, in particular Article 170 (2), in conjunction with the first sentence of the first subparagraph of Article 300 (2).

- Decision Nr. 1513/2002/EC of the European Parliament and the Council concerning the sixth framework programme of the European Community for research, technological development and demonstration activities (2002-2006).

5. DESCRIPTION AND GROUNDS

5.1. Need for Community intervention

Community budget intervention is indispensable because the planned co-operation comes under the implementation of the Framework Programmes, including the budgetary section : participation by Mexico in certain specific programmes and administrative expenditure on the European side (missions by Community officials, organisation of seminars in the Community and in Mexico).

5.1.1. Objectives pursued

The essential objective is to stimulate RTD co-operation between the EC and Mexico in the areas covered by the Framework Programmes.

- the agreement is designed to enable the Community and Mexico to profit, on the basis of the principle of mutual benefit, from the scientific and technical progress achieved under their reciprocal research programmes, via the participation of the Mexican scientific community and industrial sector in the Community's research projects and via the independent and non subsidised participation of bodies established in the Community in Mexican projects;
- beneficiaries in the EC and Mexico will be scientific communities, the industrial sector and the general public, thanks to the direct and indirect effects of co-operation.

5.1.2. Duration

This Agreement shall be concluded for an initial period of five years and may be tacitly renewed after full evaluation, based on the results, during the penultimate year of each successive five-year period.

5.2. Actions envisaged and budget intervention arrangements

5.2.1. Type of expenditure

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

6. FINANCIAL IMPACT

6.1. Operational expenses of administrative and technical type included in Part B (for the whole period)

6.1.1. Expenses for managing the decision (estimate)

Indicative breakdown, amounts (expressed in millions of euros)

	2003	2004	2005	2006
Commitments	0.10	0.10	0.10	0.10
Payments	0.10	0.10	0.10	0.10

7. FOLLOW-UP AND EVALUATION

7.1. Follow-up arrangements

The Cooperation Agreement will be regularly monitored by the relevant Commission departments. This monitoring will be carried out through collection of information based on the data from the specific programmes of the framework programmes.

7.2 General assessment of the operation

An evaluation of all the cooperation activities under this Agreement will be made by the Commission's departments at the end of each year.

8. PLANNED ANTI-FRAUD MEASURES

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

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