

AGREEMENT

for scientific and technological cooperation between the European Community and the Government of the United States of America

THE EUROPEAN COMMUNITY (hereinafter 'the Community'),

of the one part, and

THE GOVERNMENT OF THE UNITED STATES OF AMERICA,

of the other part,

hereinafter referred to as the 'Parties',

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

RECOGNISING that the Community and the Government of the United States of America are pursuing research and technological activities in a number of areas of common interest, and that participation in each other's research and development activities on a basis of reciprocity will provide mutual benefits;

HAVING REGARD to the Declaration on EC-US relations of 23 November 1990 and the New Transatlantic Agenda and the Joint EU-US Action Plan adopted in Madrid on 3 December 1995;

DESIRING to establish a formal basis for cooperation in scientific and technological research which will extend and strengthen the conduct of cooperative activities in areas of common interest and encourage the application of the results of such cooperation to their economic and social benefit,

HAVE AGREED AS FOLLOWS:

Article 1

Purpose

The Parties shall encourage, develop and facilitate cooperative activities in fields of common interest where they are pursuing research and development activities in science and technology.

(c) 'Intellectual property' shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm, 14 July 1967;

Article 2

Definitions

For the purposes of this Agreement:

(a) 'Cooperative activity' means any activity which the Parties undertake, or support, pursuant to this Agreement, and includes joint research;

(b) 'Information' means scientific or technical data, results or methods of research and development stemming from joint research, and any other data relating to cooperative activities;

(d) 'Joint research' means research that is implemented with financial support from one or both Parties and that involves collaboration by participants from both the Community and the United States of America, and is designated as joint research in writing by the Parties or their scientific and technological organisations and agencies, or in the case where there is funding by only one Party, by that Party and the participants in that project;

(e) 'Participants' means any individual or entity, including, *inter alia*, the Parties' scientific and technological organisations and agencies, private persons, undertakings, research centres, universities, subsidiaries of European and US entities, or any other form of legal entity involved in cooperative activities.

*Article 3***Principles**

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

- (a) mutual benefit based on an overall balance of advantages;
- (b) reciprocal opportunities to engage in cooperative activities;
- (c) equitable and fair treatment;
- (d) timely exchange of information which may affect cooperative activities.

*Article 4***Areas of cooperative activities**

- (a) Sectors for cooperative activities are:
 - environment (including climate research),
 - biomedicine and health (including research on AIDS, infectious diseases and drug abuse),
 - agriculture,
 - fisheries science,
 - engineering research,
 - non-nuclear energy,
 - natural resources,
 - materials sciences and metrology,
 - information and communication technologies,
 - telematics,
 - biotechnology,
 - marine sciences and technology,
 - social sciences research,
 - transportation,
 - science and technology policy, management, training and mobility of scientists.
- (b) The Parties may modify this list upon recommendation by the Joint Consultative Group mentioned in Article 6, in accordance with procedures in force for each Party.
- (c) The Parties may jointly pursue cooperative activities with third parties.

*Article 5***Forms of cooperative activities**

- (a) Subject to applicable laws, regulations and policies, the Parties shall foster, to the fullest extent practicable, the involvement of participants in cooperative activities under this Agreement with a view to providing comparable opportunities for participation in their scientific and technological research and development activities.
- (b) Cooperative activities may take the following forms:
 1. coordinated research projects and joint research projects;
 2. joint task forces;
 3. joint studies;
 4. joint organisation of scientific seminars, conferences, symposia and workshops;
 5. training of scientists and technical experts;
 6. exchange or sharing of equipment and materials;
 7. visits and exchanges of scientists, engineers or other appropriate personnel;
 8. exchanges of scientific and technological information as well as on practices, laws, regulations and programmes relevant to cooperation under this Agreement.

Where appropriate, such cooperative activities shall take place pursuant to implementing arrangements concluded between the Parties' executive agents, or their scientific and technological organisations and agencies. These arrangements may describe the nature and the duration of cooperation for a specific area or purpose, treatment of intellectual property as provided for in the Annex, funding, allocation of costs, and other relevant matters.

*Article 6***Coordination and facilitation of cooperative activities**

- (a) The coordination and facilitation of cooperative activities under this Agreement shall be accomplished on behalf of the Government of the United States of America by the Department of State and on behalf of the Community by the European Commission, acting as Executive Agents.

- (b) The Executive Agents shall establish a Joint Consultative Group (hereinafter referred to as the 'JCG') for the oversight of scientific and technological cooperation under this Agreement. The JCG shall consist of a limited equal number of official representatives of each Party.
- (c) The JCG may hold consultation on general science and technology issues; exchange information; establish task forces and working groups as appropriate; consult experts as appropriate and needed; and otherwise work to increase mutual understanding of the Parties' activities and programmes related to science and technology.
- (d) The functions of the JCG shall include:
1. overseeing and recommending activities under the Agreement;
 2. making recommendations pursuant to Article 4(b);
 3. advising the Parties on ways to enhance cooperation consistent with the principles set out in this Agreement;
 4. annually providing a report on the status and effectiveness of cooperation undertaken under this Agreement;
 5. reviewing the efficient and effective functioning of the Agreement.
- (e) The JCG shall meet annually, unless otherwise agreed by the Parties. Meetings should be held alternately in the Community and the United States of America. The JCG shall establish its own rules of procedure, subject to approval by the Parties.
- (f) Decisions of the JCG shall be reached by consensus. Minutes, comprising a record of the decisions and principal points discussed, shall be taken at each meeting. These minutes shall be agreed upon by those persons selected from each side to jointly chair the meetings.

Article 7

Funding and legal considerations

- (a) Cooperative activities shall be subject to the availability of appropriated funds and to the applicable laws and regulations, policies and programmes of the Community and the United States of America.

- (b) Each Party shall bear the costs of discharging its responsibilities under this Agreement, including costs of participation in meetings of the JCG. However, costs, other than those for travel and accommodation, which are directly associated with meetings of the JCG, shall be borne by the host Party.

Article 8

Entry of personnel and equipment

Each Party shall take all reasonable steps and use its best efforts, within applicable laws and regulations, to facilitate entry to and exit from its territory of persons, material, data and equipment involved in or used in cooperative activities under this Agreement.

Article 9

Treatment of intellectual property

The allocation and protection of intellectual property rights under this Agreement shall be in accordance with the provisions of the Annex, which forms an integral part of this Agreement.

Article 10

Other agreements and transitional provisions

- (a) The Parties shall endeavour, where appropriate, to bring under the terms of this Agreement new arrangements for scientific and technological cooperation between the Community and the Government of the United States of America that fall under the scope of Article 4.
- (b) This Agreement is without prejudice to rights and obligations under other agreements between the Parties and any agreement or arrangement between either of the Parties and non-participant third parties, including agreements of arrangements between their scientific and technological organisations or agencies and a Member State of the Community.

Article 11

Territorial application

This Agreement shall apply, on the one hand to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty, and on the other hand to the territory of the United States of America. This shall not prevent the conduct of cooperative activities on the high seas, outer space, or the territory of third countries, in accordance with international law.

*Article 12***Entry into force, termination and dispute settlement**

- (a) This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed.
- (b) This Agreement is concluded for an initial period of five years. Subject to review by the Parties in the final year of each successive period, the Agreement may be extended, with possible amendments, thereafter for additional periods of five years by mutual written agreement between the Parties.
- (c) This Agreement may be terminated at any time by either Party upon six months' written notice. 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.
- (d) This Agreement may be amended by agreement of the Parties. Amendments shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for amending this Agreement have been completed.
- (e) All questions or disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement of the Parties.

Article 13

This Agreement is signed in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish, and Swedish languages, each of these texts being equally authentic.

Hecho en Washington DC, el cinco de diciembre de mil novecientos noventa y siete.

Udfærdiget i Washington DC, den femte december nitten hundrede og syvoghalvfems.

Geschehen zu Washington DC am fünften Dezember neunzehnhundertsiebenundneunzig.

Έγινε στην Ουάσιγκτον DC, στις 5 Δεκεμβρίου χίλια εννιακόσια ενενήντα επτά.

Done at Washington DC on the fifth day of December in the year one thousand nine hundred and ninety-seven.

Fait à Washington DC, le cinq décembre mil neuf cent quatre-vingt-dix-sept.

Fatto a Washington DC, addì cinque dicembre millenovecentonovantasette.

Gedaan te Washington DC, de vijfde december negentienhonderd zevenennegentig.

Feito em Washington DC, em cinco de Dezembro de mil novecentos e noventa e sete.

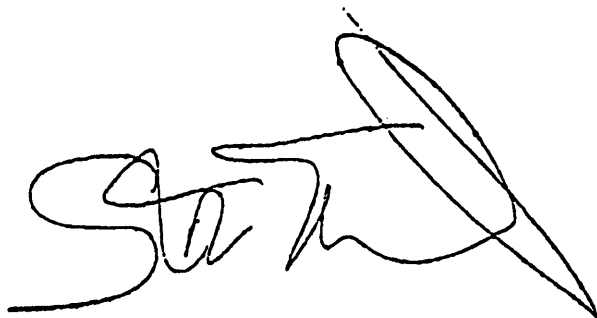
Tehty Washington DC:ssä viidentenä päivänä joulukuuta vuonna tuhatyhdeksänsataayhdeksänkymmentäseitsemän.

Som skedde i Washington DC den femte december nittonhundra nittiosju.

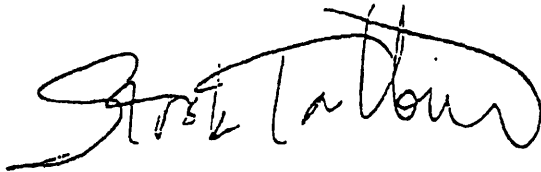
Por la Comunidad Europea
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Voor de Europese Gemeenschap
Pela Comunidade Europeia
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar

A handwritten signature in black ink, appearing to be 'L. B. ...' with a long horizontal stroke extending to the right.

Por el Gobierno de los Estados Unidos de América
For regeringen for Amerikas Forenede Stater
Für die Regierung der Vereinigten Staaten von Amerika
Για την κυβέρνηση των Ηνωμένων Πολιτειών της Αμερικής
For the Government of the United States of America
Pour le gouvernement des États-Unis d'Amérique
Per il governo degli Stati Uniti d'America
Voor de regering van de Verenigde Staten van Amerika
Pelo Governo dos Estados Unidos da América
Amerikan yhdysvaltojen hallituksen puolesta
På Amerikas förenta staternas regerings vägnar

A large, stylized handwritten signature in black ink, possibly reading 'S. ...' with a large loop and a long horizontal stroke.

For the Government of the United States of America
Por el Gobierno de los Estados Unidos de América
For regeringen for Amerikas Forenede Stater
Für die Regierung der Vereinigten Staaten von Amerika
Για την κυβέρνηση των Ηνωμένων Πολιτειών της Αμερικής
Pour le gouvernement des États-Unis d'Amérique
Per il governo degli Stati Uniti d'America
Voor de regering van de Verenigde Staten van Amerika
Pelo Governo dos Estados Unidos da América
Amerikan yhdysvaltojen hallituksen puolesta
På Amerikas förenta staternas regerings vägnar



For the European Community
Por la Comunidad Europea
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Για την Ευρωπαϊκή Κοινότητα
Pour la Communauté européenne
Per la Comunità europea
Voor de Europese Gemeenschap
Pela Comunidade Europeia
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar



ANNEX

INTELLECTUAL PROPERTY

Pursuant to Article 9 of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. SCOPE

- A. This Annex is applicable to all cooperative activities undertaken by the Parties or their participants pursuant to this Agreement, except as otherwise specifically agreed by the Parties.
- B. For purposes of this Agreement, 'intellectual property' shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organisation, done at Stockholm, 14 July 1967.
- C. This Annex addresses the allocation of rights, interests, and royalties between the Parties or their participants. Each Party shall ensure that the other Party or its participants can obtain the rights to intellectual property allocated in accordance with the Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the relevant participants, or, if necessary, the Parties. Upon mutual agreement of the Parties, the participants may submit a dispute to an arbitral tribunal for binding arbitration. Unless the participants agree otherwise in writing, the arbitration rules of Uncitral shall govern.
- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

II. ALLOCATION OF RIGHTS

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free licence in all countries to reproduce, publicly distribute and translate scientific and technical journal articles, non-proprietary scientific reports and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named. Each Party or its participants shall have the right to review a translation prior to public distribution.
- B. Rights to all forms of intellectual property, other than those rights described in paragraph II(A) above, shall be allocated as follows:
 - 1. Visiting researches, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under arrangements with their host institutions. In addition, each visiting researcher named as an inventor shall be entitled to treatment as a national of the host country with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.
 - 2. (a) For intellectual property which is or may be created during joint research, the Parties or their participants shall jointly develop a technology management plan. The technology management plan shall consider the relative contributions of the Parties and their participants, the benefits of licensing by territory or for fields of use, requirements imposed by the Parties' domestic laws, and other factors deemed appropriate.

- (b) If the parties or their participants did not agree to a joint technology management plan in the initial research cooperation agreement and cannot reach an agreement within a reasonable time, not to exceed six months, from the time a Party becomes aware of the creation or likely creation of the intellectual property in question as a result of the joint research, the Parties or their participants shall resolve the matter in accordance with the provisions of paragraph I(D). Pending resolution of the matter, such intellectual property shall be owned jointly by the Parties or their participants, but shall be commercially exploited (including product development) only by mutual agreement.
- (c) 'Joint research' means research that is implemented with financial support from one or both Parties and that involves collaboration by participants from both the Community and the United States of America and is designated as joint research in writing by the Parties or their scientific and technological organisations and agencies, or in the case where there is funding by only one Party, by that Party and the participants in that project.
- (d) In the event that either Party believes that a particular joint research project under this Agreement has led or will lead to the creation or furnishing of a type of intellectual property that it protects but is not protected throughout the territory of the other Party, the Parties shall immediately hold discussions to determine the allocation of the rights to the said intellectual property. The joint activities in question will be suspended during the discussions, unless otherwise agreed by the Parties thereto. If no agreement can be reached within a three-month period from the date of the request for discussions, cooperation on the project in question will be suspended or terminated at the request of either Party.

III. PROPRIETARY INFORMATION

In the event that information identified in a timely fashion as proprietary is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Without prior written consent, none of the Parties shall disclose any proprietary information except to employees, government personnel, and prime and subcontractors. Such disclosures shall be for use only within the terms of their permits or licences with the Parties or the scope of work of their contracts with the Parties and in work relating to the subject matter of the information so disseminated. The Parties shall impose, or shall have imposed, through appropriate arrangements such as research contracts, grant documents, technology management plans, etc., an obligation on all participants receiving such information to keep it confidential.

If one of the Parties becomes aware that, under its laws or regulations, it will be, or may reasonably be expected to become unable to meet the non-disclosure provisions, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action. Information may be identified as proprietary if it is secret in the sense that it is not, as a body or in the precise configuration or assembly of its components, generally known or readily accessible by lawful means; has actual or potential commercial value by virtue of its secrecy; has been subject to steps that were reasonable under the circumstances by the person lawfully in control to maintain its secrecy and not already in the possession of the recipient without an obligation concerning its confidentiality.

COUNCIL DECISION

of 15 October 1998

providing supplementary macro-financial assistance for Ukraine

(98/592/EC)

THE COUNCIL OF THE EUROPEAN UNION,

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

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

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

Whereas the Commission has consulted the Monetary Committee before submitting its proposal;

Whereas Ukraine is undertaking fundamental political and economic reforms and is making substantial efforts to implement a market economy model;

Whereas Ukraine and the European Communities and their Member States have signed a Partnership and Cooperation Agreement which will help the development of a full cooperation relationship;

Whereas the authorities of Ukraine have requested financial assistance from the International Financial Institutions, the Community and other bilateral donors;

Whereas Ukraine has agreed with the International Monetary Fund (IMF) on a macro-economic programme for the period July 1998 to June 2001 supported by an 'Extended Fund Facility' (EFF) of approximately USD 2,3 billion; whereas policy-based loans to Ukraine in the order of USD 2,1 billion are also expected from the World Bank during the programme period;

Whereas, over and above the estimated financing which could be provided by the IMF and the World Bank, and after undisbursed commitments of bilateral donors under previous programmes have been deducted, a residual financing gap of some USD 2,2 billion remains to be covered during the programme period in order to support the policy objectives attached to the government's reform effort; whereas complementary official and private contributions are expected from other bilateral donors;

Whereas by Decisions 94/940/EC ⁽³⁾ and 95/442/EC ⁽⁴⁾, the Council approved macro-financial assistance for Ukraine of up to a total amount of ECU 285 million for support to previous macro-economic programmes; whereas, however, further official support is required in the context of the present programme to support the

balance of payments, consolidate the reserve position and facilitate the necessary structural adjustment of that country;

Whereas an additional Community long-term loan to Ukraine is an appropriate measure to help ease the country's external financial constraints;

Whereas commitments have been given by the Ukrainian authorities, the Group of Seven and the European Union in the context of the Memorandum of Understanding signed on 21 December 1995 aimed at the closure of the Chernobyl nuclear power plant by the year 2000;

Whereas the Community loan should be managed by the Commission;

Whereas the Treaty does not provide, for the adoption of this Decision, powers other than those of Article 235,

HAS DECIDED AS FOLLOWS:

Article 1

1. The Community shall make available to Ukraine a long-term loan facility of a maximum principal amount of ECU 150 million with a maximum maturity of 10 years, with a view to ensuring a sustainable balance-of-payments situation, strengthening the country's reserve position and comforting the implementation of the necessary structural reforms.

2. To this end, the Commission is empowered to borrow, on behalf of the European Community, the necessary resources that will be placed at the disposal of Ukraine in the form of a loan.

3. This loan will be managed by the Commission in close consultation with the Monetary Committee and in a manner consistent with any agreement reached between the IMF and Ukraine.

Article 2

1. The Commission is empowered to agree with the Ukrainian authorities, after consulting the Monetary Committee, the economic policy conditions attached to the loan. These conditions shall be consistent with the agreements referred to in Article 1(3).

⁽¹⁾ OJ C 386, 20. 12. 1997, p. 10.

⁽²⁾ OJ C 80, 16. 3. 1998, p. 29.

⁽³⁾ OJ L 366, 31. 12. 1994, p. 32.

⁽⁴⁾ OJ L 258, 28. 10. 1995, p. 63.

2. The Commission shall verify at regular intervals, in collaboration with the Monetary Committee and in close coordination with the IMF, that the economic policy in Ukraine is in accordance with the objectives of this loan and that its conditions are being fulfilled.

Article 3

1. The loan shall be made available to Ukraine in at least two instalments. Subject to Article 2, the first instalment is to be released on the basis of a satisfactory track record of Ukraine's macro-economic programme agreed with the IMF in the context of the present EFF or of a successor upper credit tranche arrangement.

2. Subject to Article 2, the later instalment(s) shall be released on the basis of a satisfactory continuation of the arrangements referred to in paragraph 1 and not before a period of three months has elapsed after the release of the previous instalment.

3. The funds shall be paid to the National Bank of Ukraine.

Article 4

1. The borrowing and lending operations referred to in Article 1 shall be carried out using the same value date and must not involve the Community in the transformation of maturities, in any exchange or interest rate risk, or in any other commercial risk.

2. The Commission shall take the necessary steps, if Ukraine so requests, to ensure that an early repayment clause is included in the loan terms and conditions and that it may be exercised.

3. At the request of Ukraine, and where circumstances permit an improvement in the interest rate on the loans, the Commission may refinance all or part of its initial borrowings or restructure the corresponding financial conditions. Refinancing or restructuring operations shall be carried out in accordance with the conditions set out in paragraph 1 and shall not have the effect of extending the average maturity of the borrowing concerned or increasing the amount, expressed at the current exchange rate, of capital outstanding at the date of the refinancing or restructuring.

4. All related costs incurred by the Community in concluding and carrying out the operation under this Decision shall be borne by Ukraine.

5. The Monetary Committee shall be kept informed of developments in the operations referred to in paragraphs 2 and 3 at least once a year.

Article 5

At least once a year the Commission shall address to the European Parliament and to the Council a report, which will include an evaluation of the implementation of this Decision.

Done at Brussels, 15 October 1998.

For the Council

The President

W. SCHÜSSEL

DECISION No 2/98 OF THE ASSOCIATION COUNCIL
between the European Communities and their Member States, of the one
part, and the Slovak Republic, of the other part
of 9 October 1998
adopting the terms and conditions for the participation of the Slovak Republic in
the Community programme for energy efficiency, SAVE II

(98/593/EC)

THE ASSOCIATION COUNCIL,

Having regard to the Europe Agreement establishing an association between the European Communities and their Member States, of the one part, and the Slovak Republic of the other part⁽¹⁾,

Having regard to the additional Protocol to the Europe Agreement establishing an association between the European Communities and their Member States, of the one part, and the Slovak Republic, of the other part, concerning the Slovak Republic's participation in Community programmes⁽²⁾, and in particular Articles 1 and 2 thereof,

Whereas, according to Article 1 of the said additional Protocol, the Slovak Republic may participate in Community framework programmes, specific programmes, projects or other actions, including those in the field of energy;

Whereas, according to Article 2 of the said additional Protocol, the terms and conditions for the participation of the Slovak Republic in the activities referred to in the said Article 1 are to be decided by the Association Council,

HAS DECIDED AS FOLLOWS:

Article 1

The Slovak Republic shall participate in the European Community programme SAVE II according to the terms and conditions set out in Annexes I and II which shall form an integral part of this Decision.

Article 2

This Decision shall apply for the duration of the SAVE II programme.

Article 3

This Decision shall enter into force on the first day of the month following the day of its adoption.

Done at Brussels, 9 October 1998.

For the Association Council
The Chairman
Z. KRAMPLOVÁ

⁽¹⁾ OJ L 359, 31. 12. 1994, p. 2.

⁽²⁾ OJ L 115, 9. 5. 1996, p. 43.

ANNEX I

TERMS AND CONDITIONS FOR THE PARTICIPATION OF THE SLOVAK REPUBLIC IN THE MULTIANNUAL COMMUNITY PROGRAMME FOR ENERGY EFFICIENCY, SAVE II

1. The Slovak Republic will participate in all actions of the multiannual Community programme for energy efficiency, SAVE II (hereinafter called 'SAVE II') in conformity, unless otherwise provided in this Decision, with the objectives, criteria, procedures and time limits laid down in Council Decision 96/737/EC of 16 December 1996 concerning a multiannual programme for the promotion of energy efficiency in the Community — SAVE II⁽¹⁾ establishing a five-year programme for the preparation and implementation of measures and actions in a cost-effective manner in order to promote energy efficiency within the Community.
2. The terms and conditions for the submission, assessment and selection of applications related to eligible institutions, organisations and individuals of the Slovak Republic will be the same as those applicable to eligible institutions, organisations and individuals of the Community, set within the limits of the financial contribution of the Slovak Republic less administrative costs as provided in Annex II.
3. Where applicable, to ensure the Community dimension of SAVE II, transnational projects and activities proposed by the Slovak Republic will be required to include a minimum number of partners from the Member States of the Community. This minimum number will be decided in the framework of the implementation of SAVE II, taking into account the nature of the various activities, the number of partners in a given project and the number of countries participating in the activity.
4. The Slovak Republic will take all necessary steps to ensure national coordination and organisation of participation in SAVE II.
5. The Slovak Republic will pay each year a contribution to the general budget of the European Communities to cover the costs resulting from its participation in SAVE II (see Annex II).
The Association Committee is entitled to adapt this contribution whenever necessary.
6. The Member States of the Community and the Slovak Republic will make every effort, within the framework of existing provisions, to facilitate the free movement and residence of persons moving between the Slovak Republic and the Member States of the Community for the purpose of participating in activities covered by this Decision.
7. Without prejudice to the responsibilities of the Commission and the Court of Auditors of the European Communities in relation to the monitoring and evaluation of SAVE II pursuant to Article 5 of Decision 96/737/EC, the participation of the Slovak Republic in the programme will be continuously monitored on a partnership basis involving the Slovak Republic and the Commission of the European Communities. The Slovak Republic will submit the necessary reports to the Commission and take part in other specific activities set out by the Community in that context.
8. Without prejudice to the procedures referred to in Articles 4 and 5 of Decision 96/737/EC, the Slovak Republic will be invited to coordination meetings on any question concerning the implementation of this Decision prior to the regular meetings of the SAVE Committee. The Commission will inform the Slovak Republic about the results of such regular meetings.
9. The language to be used as regards the application process, contracts, reports to be submitted and other administrative arrangements for the SAVE II programme will be one of the official languages of the Community.

⁽¹⁾ OJ L 335, 24. 12. 1996, p. 50.

ANNEX II

FINANCIAL CONTRIBUTION OF THE SLOVAK REPUBLIC TO SAVE II

1. The financial contribution of the Slovak Republic will cover:
 - subsidies or any other financial support from the programme to Slovak participants,
 - supplementary administrative costs related to the management of the programme by the Commission stemming from the Slovak Republic's participation.

2. For every financial year, the aggregated amount of subsidies or any other financial support received from the programme by Slovak beneficiaries will not exceed the contribution paid by the Slovak Republic, after deduction of the supplementary administrative costs.

Should the contribution paid by the Slovak Republic to the general budget of the European Communities, after deduction of the supplementary administrative costs, be higher than the aggregated amount of the subsidies or other financial support received by the Slovak beneficiaries from the programme, the Commission will transfer the balance to the next budgetary exercise, and it will be deducted from the following year's contribution. Should such a balance be left when the programme comes to an end, the corresponding amount will be reimbursed to the Slovak Republic.

3. The Slovak Republic's annual contribution will be ECU 154 512 from 1998. From this sum, an amount of ECU 10 512 will cover supplementary administrative costs related to the management of the programme by the Commission stemming from the Slovak Republic's participation.
4. The Financial Regulation applicable to the general budget of the European Communities will apply, notably to the management of the contribution of the Slovak Republic.

On the entry into force of this Decision and at the beginning of each year, the Commission will send to the Slovak Republic a call for funds corresponding to its contribution to the costs under this Decision.

This contribution will be expressed in ecus and paid into an ecu bank account of the Commission.

The Slovak Republic will pay its contribution to the annual costs under this Decision according to the call for funds and at the latest three months after the call for funds is sent. Any delay in the payment of the contribution will give rise to the payment of interest by the Slovak Republic on the outstanding amount from the due date. The interest rate corresponds to the rate applied by the European Monetary Cooperation Fund for the month of the due date, for its operations in ecus⁽¹⁾, increased by 1,5 percentage points.

5. The Slovak Republic will pay the supplementary administrative costs referred to in paragraph 3 from its national budget.
6. The Slovak Republic will pay 50 % of the remaining cost of its participation in SAVE II from its national budget.

Subject to regular PHARE programming procedures, the remaining 50 % will be paid from the Slovak Republic's annual PHARE allocation.

⁽¹⁾ Rate published monthly in the *Official Journal of the European Communities*, 'C' series.

CORRIGENDA

Corrigendum to Council Decision 98/319/EC of 27 April 1998 relating to the procedures whereby officials and employees of the General Secretariat of the Council may be allowed access to classified information held by the Council

(Official Journal of the European Communities L 140 of 12 May 1998)

On page 13 in Article 8, second paragraph:

for: '... on the date on which it is adopted',

read: '... on the date on which it takes effect'.
