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Agreement

on the Implementation of a European
Project on Pollution, on the Topic
“ Analysis of Organic Micropollutants
in Water ”

Brussels, 23 November 1971

[The Agreement entered into force on 1 November 1972]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
April 1973*

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AGREEMENT
ON THE IMPLEMENTATION OF A EUROPEAN PROJECT
ON POLLUTION, ON THE TOPIC
“ ANALYSIS OF ORGANIC MICROPOLLUTANTS IN WATER ”

The Governments of

Denmark,

the Federal Republic of Germany,

Spain,

the French Republic,

Ireland,

the Italian Republic,

the Kingdom of the Netherlands,

the Socialist Federal Republic of Yugoslavia,

the Kingdom of Norway,

the Republic of Portugal,

the Swiss Confederation,

the United Kingdom of Great Britain and Northern Ireland

hereinafter referred to as “ the Signatories ”,

HAVE ACCEPTED participation in the project described below, hereinafter referred to as “ the project ”, and HAVE AGREED as follows :

ARTICLE 1

The Signatories shall co-ordinate their efforts in the project, which is being undertaken in order to develop the most comprehensive possible techniques for detecting and determining organic micropollutants in water. An outline description of the work envisaged for this project is contained in the Annex.

Research and development operations shall be carried out chiefly by means of work entrusted to public research establishments which agree to work in association on a multi-national basis. Contracts may, however, be concluded between the Signatory or Signatories concerned, on the one hand, and industrial undertakings and other research establishments (private research centres, university institutes or joint centres), on the other.

ARTICLE 2

The duration envisaged for work on the project shall be a period not exceeding three years.

ARTICLE 3

This Agreement is open for signature by other European Governments which participated in the Ministerial Conference held in Brussels on 22 and 23 November 1971 and by the European Communities, subject to the unanimous consent of the Signatories. This unanimous consent shall not however be required until after the entry into force of the Agreement, on condition that the annual sum allocated by new Signatories to work on the project is no less than 40,000 Units of Account.

ARTICLE 4

A Management Committee, hereinafter referred to as "the Committee", composed of one representative of each Signatory, is hereby established. Each representative may be accompanied by such experts or advisers as he may need.

The Committee shall draw up its rules of procedure. The rules shall lay down the quorum required for the validity of the decisions of the Committee.

The Committee shall draw up reasoned recommendations on the research proposals submitted to it, as well as on the direction and volume of work envisaged. These recommendations shall be adopted by a simple majority; minority views and the reasoning behind them may be expressed in these recommendations.

Each representative shall have one vote in the Committee. Decisions concerning procedure shall be adopted by a simple majority. All other decisions shall be taken by unanimous vote; however, abstention by one or more representatives shall not preclude unanimity.

ARTICLE 5

The Committee shall:

- (a) address to the bodies concerned recommendations on the research which it deems necessary to carry out, and recommend the allocation of tasks among the Signatories;
- (b) encourage co-operation between partners from different countries;
- (c) follow the progress of the work and recommend, where appropriate, such changes as may be necessary in the direction or the volume of the work being undertaken;
- (d) publish, annually and at the end of the project, a report containing conclusions on the results of the operations covered by the project.

ARTICLE 6

At the request of the Signatories, the Secretariat of the Committee shall be provided by the Commission of the European Communities.

ARTICLE 7

The research outlay devoted to the work to be carried out under the project shall be divided as follows among the Signatories:

<i>Signatories</i>	<i>Maximum annual contribution in UA</i>
Governments of	
Denmark	40,000
Federal Republic of Germany	130,000
Spain	80,000
French Republic	130,000
Ireland	40,000
Italian Republic	130,000
Kingdom of the Netherlands	40,000
Socialist Federal Republic of Yugoslavia	125,000
Kingdom of Norway	40,000
Republic of Portugal	80,000
Swiss Confederation	80,000
United Kingdom of Great Britain and Northern Ireland	160,000

In this connection, each Signatory shall be responsible for financing operations under the project in respect of work carried out on its initiative.

However, a financial contribution may be made by a Signatory towards work carried out on the initiative of another Signatory on the basis of an agreement between them.

Any joint expenses shall be shared equally among the Signatories, with the exception of Secretariat expenses.

ARTICLE 8

Applications for the award of contracts pursuant to Article 1 may be submitted by industrial undertakings and research establishments, preferably working in association, which are capable of carrying out all or any part of the planned research or of having certain parts thereof carried out on their behalf and on their responsibility.

ARTICLE 9

The Signatories shall address to the Secretariat of the Committee the research proposals submitted to them.

ARTICLE 10

The Signatories shall be responsible for the administration and financial management of the contracts which they conclude.

ARTICLE 11

1. The information and industrial property rights which any Signatory has obtained from its own work in implementing this project shall remain the property of that Signatory in so far as it is entitled to them under its national legislation. It may make use of the information belonging to the other Signatories for its own requirements in the fields of public safety and public health.

The other Signatories shall be entitled, for the requirements defined in the preceding sub-paragraph, to a non-exclusive licence, free of charge, on the information and industrial property rights of any Signatory, arising out of its work in implementing this project.

2. At the request of another Signatory, each Signatory shall grant non-exclusive licences on its information and industrial property rights referred to in paragraph 1, on fair and reasonable terms, to undertakings established in the territory of the former.

3. The Signatories shall not prevent the use of the information and industrial property rights referred to in paragraphs 1 and 2 on the terms set out in those paragraphs, by invoking against such use any prior property rights which they may possess.

4. Where under national law the information and industrial property rights do not belong exclusively to the Signatories, the latter undertake to grant each other, on the basis of the provisions of their national laws, licences with the possibility of granting sub-licences, in order to ensure that this Article is implemented effectively.

ARTICLE 12

The Signatories shall insert in the contracts a clause requiring the industrial undertakings or research establishments to submit periodic progress reports and a final report.

The progress reports shall be circulated in a limited number of copies to the Signatories and to the Committee and shall be confidential to the extent that they contain detailed technical information. The circulation of the final report shall be much wider; the details thereof shall be decided by the Committee.

ARTICLE 13

Without prejudice to the provisions of national laws, the Signatories shall insert in the study contracts, and the research and development contracts, clauses enabling the application of the following provisions for as long as the industrial property rights arising out of the studies, research and development (hereinafter referred to as "research"), excluding know-how, remain valid.

1. As regards the separately financed work:

- (a) The industrial property rights over the research results belonging to the undertakings or research establishments which carried out the research or had it carried out on their behalf shall remain their property, but a Signatory concluding contracts which, in execution, gave rise to such property rights may reserve certain rights which shall be defined in the contracts.

As regards contracts concluded with research establishments (public or private research centres, university institutes and joint centres), it may be agreed that the industrial property rights are to belong to the Signatory concerned or to any other body designated by that Signatory.

The filing of applications for industrial property rights resulting from the research shall be brought to the attention of the Signatories through the agency of the Signatories to which the bodies relate.

- (b) Without prejudice to the provisions of sub-paragraph (c), the proprietor of industrial property rights resulting from research or acquired during it shall be at liberty to grant licences or dispose of the industrial property rights, it being his responsibility to inform the Signatories of such an intention through the agency of the Signatories to which the bodies relate.
- (c) In so far as the stipulations of the Treaties establishing the European Communities, the laws and regulations in force in the territory of the Signatory concerned and obligations previously contracted by the undertakings granted research contracts and notified at the time of the conclusion of these contracts do not constitute any obstacle thereto, each of the Signatories shall have the right to oppose the granting to undertakings established outside the territories of the Signatories of industrial property rights acquired by the undertakings granted research contracts during the implementation of these contracts and enabling the undertakings established outside the territories of the Signatories to manufacture or sell in the territory of the Signatory.
- (d) The proprietor of the industrial property rights shall, in the cases enumerated below, be obliged to grant a licence at the request of any Signatory other than the one who concluded the contract which in execution gave rise to the industrial property rights:
- (i) where this is necessary in order to meet the needs of the Signatory requesting the licence in the fields listed in Article 11(1), first sub-paragraph;
 - (ii) where the market requirements in the territory of the Signatory requesting the licence are not satisfied, in which case the licence is to be granted to an undertaking designated by that Signatory for the purpose of enabling that undertaking to meet the requirements of the market. However, a licence shall not be granted if the proprietor establishes legitimate grounds for refusing it, in particular that he has not been given adequate notice.

To obtain the grant of these licences, the applicant Signatory shall apply to the Signatory which concluded the contract which in execution gave rise to the industrial property rights.

These licences shall be granted on fair and reasonable terms and shall be accompanied by the right to grant a sub-licence on the same terms. They may, under the same conditions, cover the prior industrial property rights and applications for property rights of the licensor, in so far as is necessary for their utilisation.

2. As regards the jointly financed work, the provisions set out in point 1 shall be applicable, subject to the following: in the event of one of the Signatories acting as the agent for the other Signatories, the rights which it may reserve, in accordance with point 1 (a), shall extend to the other Signatories.

3. The provisions set out in points 1 and 2 shall apply *mutatis mutandis* to information not covered by industrial property rights (know-how, etc.).

ARTICLE 14

The Signatories shall consult with each other, if one of them so requests, on any problem arising out of the application of this Agreement.

ARTICLE 15

1. Each of the Signatories shall notify the Secretary-General of the Council of the European Communities as soon as possible of the completion of the procedures required in accordance with its internal provisions for the purpose of implementing this Agreement.

2. For the Signatories which have transmitted the notification provided for in paragraph 1, this Agreement shall enter into force on the first day of the second month following the date on which the majority of the Signatories have transmitted these notifications.⁽¹⁾

For those Signatories which transmit this notification after the entry into force of this Agreement, it shall come into force on the date of receipt of the notification.

Signatories which have not yet transmitted this notification at the time of entry into force of this Agreement shall be able to take part in the work of the Committee without voting rights for a period of six months after the entry into force of this Agreement.

3. The Secretary-General of the Council of the European Communities shall notify each of the Signatories of the deposit of the notifications provided for in paragraph 1 and of the date of entry into force of this Agreement.

⁽¹⁾ The Agreement entered into force on 1 November 1972 for the Governments of Denmark, France, Federal Republic of Germany, Norway, Spain, Switzerland and the United Kingdom.

ARTICLE 16

This Agreement, drawn up in a single copy in the German, English, French, Italian and Dutch languages, all texts being equally authentic, shall be deposited in the archives of the General Secretariat of the Council of the European Communities, which shall transmit a certified true copy to each of the Signatories.

Done at Brussels on the twenty-third day of November in the year one thousand nine hundred and seventy-one.

[For signatures and notifications see page 10.]

ANNEX

1. Definition of the project

Development of methods for analysing as completely as possible the organic pollutants present in a sample of water. The method should cover the whole range of organic constituents and enable them to be identified and their concentration to be determined to stated limits of detection.

It is hoped (and this is the chief aim of the project), that a "multi-detection" combination of instruments can be developed, and in considering the various possible approaches to the development of such a unit, a method based on gas chromatographic separation is considered the most promising. This method has the advantage that it requires only small quantities of equipment and that the separated compounds are in a form suitable for examination by a variety of sensitive and selective detectors, including a mass spectrometer.

2. Proposed research

The planned project has been divided up into a number of topics as follows:

I. *Establishment of reference data* (section 1)

- (a) List of the micropollutants present or suspected in polluted waters;
- (b) Collection of existing data (MS, IR, NMR Spectra, GC data);
- (c) Chemical preparation of reference pollutants (including metabolites) to be used for physico-chemical measurements;
- (d) Physico-chemical measurements on reference pollutants.

II. *Analytical unit*

- (a) Sampling and sample treatment (section 2);
- (b) Techniques for separation and detection (section 3);
- (c) MS-GC coupling (section 4);
- (d) Evaluation of MS-GC coupling (mode and parameters) (section 5).

III. *Data processing* (section 6)

- (a) Hardware;
- (b) Software.

3. Financial requirements and implementation of the project

Working on the assumption that the project will take three years, the following expenses may be estimated:

I. Establishment of reference data	1,200,000 UA
II. Analytical unit	
(a) Sampling and treatment	880,000 UA
(b) Separation and detection techniques ...	93,000 UA
(c) MS/GC coupling	130,000 UA
(d) MS/GC operation	300,000 UA
III. Data processing	400,000 UA
	3,003,000 UA

For the purposes of carrying out the work, there are plans for laboratories ensuring co-ordination at international level for 5 of the 6 main sections of the project, together with the national laboratories willing to co-ordinate work inside their own countries for each of the sections.

Moreover, work on data processing will be deferred for at least one year, and the co-ordinating laboratory for section 6 will not be nominated, nor will a detailed programme be drawn up while the other topics are in progress.

SIGNATURES AND NOTIFICATIONS UNDER ARTICLE 15(1)

<i>Government of:</i>	<i>Date of deposit of notification</i>
Denmark	14 Dec. 1971
France	3 Mar. 1972
Germany, Fed. Rep. of	26 June 1972
Ireland, Republic of	12 Dec. 1972
Italy	
Netherlands	
Norway	2 June 1972
Portugal	22 Dec. 1972
Spain	20 Sept. 1972
Switzerland	2 May 1972
United Kingdom	12 May 1972
Yugoslavia	2 Feb. 1973 (date of notification)

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