

The Agreement was
previously published as
Miscellaneous No. 14
(1972), Cmnd. 4922

SCIENCE &
TECHNOLOGY



Treaty Series No. 47 (1973)

Agreement

on the Establishment of a European Informatics Network

Brussels, 23 November 1971

[The Agreement entered into force on 1 February 1973]

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

LONDON
HER MAJESTY'S STATIONERY OFFICE

10½p net

Cmnd. 5283

**AGREEMENT
ON THE ESTABLISHMENT OF A EUROPEAN
INFORMATICS NETWORK**

The Governments of

the French Republic,

the Italian Republic,

the Socialist Federal Republic of Yugoslavia,

the Kingdom of Norway,

the Republic of Portugal,

the Swiss Confederation,

Sweden

the United Kingdom of Great Britain and Northern Ireland and
the European Atomic Energy Community (EURATOM),
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 establish an informatics network linking certain European data processing centres, in order to facilitate research into methods of exchanging information and to share data processing facilities among such centres. An outline description of the work envisaged for the project is contained in the Annex.

The studies and research shall be carried out either in the research centres of the Signatories or by means of contracts concluded by the latter with research organisations or industrial undertakings.

ARTICLE 2

The duration envisaged for work on the project shall be five years, subject to the conditions contained in the Annex.

Any Signatory may terminate its participation, provided that six months' notice is given to all the other Signatories. Such notice may be given only after the expiry of a period of two years.

In the event of successive or simultaneous withdrawal by several participants, the Signatories shall, if one of them so requests, consult as to the continuation or termination of the project.

ARTICLE 3

1. The Signatories shall participate in the project:

(a) by following technical progress,

(b) by each designating, in addition, a non-profit making centre, to be termed a "nodal centre", established in its territory, which shall form part of the initial network.

2. The following shall participate in the project in accordance with paragraph 1 (a):

The Governments of

the Socialist Federal Republic of Yugoslavia,

the Kingdom of Norway,

the Republic of Portugal,

Sweden.

3. The following shall participate in the project in accordance with paragraph 1 (b):

The Governments of

the French Republic,

the Italian Republic,

the Swiss Confederation,

the United Kingdom of Great Britain and Northern Ireland,

The European Atomic Energy Community (EURATOM).

The sites of the nodal centres for the initial network shall be stated by these Signatories, at the latest before the network study contract, as defined in the Annex, is placed.

ARTICLE 4

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.

ARTICLE 5

1. A Management Committee, hereinafter referred to as "the Committee", composed of one representative of each Signatory and an observer from the European Conference of Postal and Telecommunications Administrations (CEPT), 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.

2. Each representative shall have one vote in the Committee. The Committee shall take decisions concerning procedure by a simple majority.

As regards all jointly financed work involving the award of contracts, the Signatories shall entrust a mandate to the Commission of the European Communities to administer such activities. The award of contracts constituting a significant entity and requiring a total sum in excess of 25,000 Units of Account shall be made by the mandated Signatory after the confirmation of the Committee acting by a majority of two-thirds of the Signatories, including the unanimity of the Signatories referred to in Article 3, paragraph 1 (b); however, the absence of or abstention by one or more of the latter Signatories shall not preclude unanimity.

In addition, the Committee shall, voting by a simple majority of the Signatories, including no less than the majority of the Signatories referred to in Article 3, paragraph 1 (b), take all decisions concerning activities whose co-ordination is necessary for the success of the project. It shall, in particular:

- (a) appoint the Executive Director and may delegate to him all or part of its powers;
- (b) determine the location of the bodies envisaged for the purpose of carrying out this project;
- (c) lay down the methods for awarding contracts;
- (d) supervise the progress of work;
- (e) lay down the terms on which, throughout the course of the project,
 - (i) the Signatories referred to in Article 3, paragraph 1 (a), may participate in the continued implementation of the project, using a nodal centre established on their territories;
 - (ii) the Signatories referred to in Article 3, paragraph 1 (b), may designate other nodal centres operating under their responsibility.

The centres so designated may be profit making.

The Committee shall draw up reasoned recommendations on all the other activities relating to the achievement of the project. These recommendations shall be adopted by a simple majority; minority views and the reasoning behind them may be expressed in these recommendations.

3. The Committee shall, at the end of the project, draw up a report containing conclusions as to the outcome of the experiment and transmit it to the Signatories.

4. All matters dealt with by the Committee shall be kept confidential.

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 total cost of the work to be carried out under the project is estimated at:

- (i) 1.4 million Units of Account in respect of the network study costs and administrative costs of implementing the project; these costs to be divided equally among all the Signatories;
- (ii) 0.710 million Units of Account per nodal centre in respect of equipment and operational costs, these costs to be borne by each of the Signatories referred to in Article 3, paragraph 1 (b), in respect of the work carried out on its initiative.

ARTICLE 8

Each of the Signatories referred to in Article 3, paragraph 1 (b), shall be responsible, vis-à-vis the other participants, for making use of the software prepared and for operating its own installations.

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 insofar 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 and for the requirements of its Administration in the field of informatics or of the informatics network.

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 industrial undertakings and research establishments associated in a study project or a research and development project shall establish the procedure to be followed in exchanging the information necessary for carrying out the work which has been entrusted to them, together with the results of that work. They shall in particular determine their respective rights concerning the use of the software, hardware, know-how and industrial property rights resulting from their joint work and the terms on which they are to make other acquired relevant information and industrial property rights available to each other.

ARTICLE 13

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, the sole purpose of which shall be to report on the results obtained, shall be much wider, embracing at least the industrial undertakings and research establishments concerned in the countries of the participants in this project.

The Signatories shall be at liberty to use the results of the studies and of the research and development work contained in the reports for the requirements defined in Article 11 (1), first sub-paragraph. The industrial undertakings or research establishments which obtained these results may use them for industrial or commercial purposes, but not for those of a competing project.

ARTICLE 14

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, give 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) Insofar 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 marketing 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, insofar 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, software, etc.).

ARTICLE 15

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 16

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 at least two-thirds of the Signatories have transmitted these notifications, including the notification of at least three of the Signatories referred to in Article 3, paragraph 1 (b).⁽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 February 1973 for the Governments of France, Norway, Portugal, Sweden, Switzerland and the United Kingdom.

ARTICLE 17

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 12]

ANNEX

Purpose of the Network

The European informatics network will have three main functions:

- (1) to facilitate the exchange of ideas between the computer centres which it links, and associated centres and the development of co-ordinated research programmes;
- (2) to provide a forum for the discussion and comparison of schemes now being proposed for national networks, and to promote the definition of European standards for the exchange of information between computers;
- (3) to provide a potential model for future networks, whether for commercial or other purposes, and to minimise incompatibilities between data processing systems now at the planning stage.

At the end of the project the knowledge acquired should be suitable for the purpose of determining the feasibility and viability of a permanent international network suitable for commercial purposes, while the hardware and software developed during the project could subsequently form the basis for such a network.

Description of work

The total amount of work to be carried out in the course of the project may be divided into the following activities:

- (a) design, construction and testing of a prototype standard network nodal centre;
- (b) definition of a network control language;
- (c) drawing up of a co-ordinated research programme designed to test the network;
- (d) installation of standard nodal centres at locations designated by the Signatories referred to in Article 3 paragraph 1 (b) of the Agreement;
- (e) interconnection of nodal centres and operation of the pilot network;
- (f) carrying-out of the co-ordinated research programme.

The first two items will be carried out under contract by commercial undertakings in accordance with the specifications prepared by the Study Group on the project. These commercial undertakings will also be responsible for the installation and efficient operation of the standard nodal centres. However, each nodal centre will be responsible for its own hardware and software.

The co-ordination research programme will be drawn up, principally, by representatives from the nodal centres, taking into account all the proposals that may be made and, if necessary, inviting representatives from other bodies. At first the research programme will involve only the nodal centres initially designated but it will be extended subsequently to any new nodal centres which may be added to the pilot network once it is operating in a satisfactory manner, and to any other secondary centres that may be linked to any of the nodal centres.

Organisation for implementation

A permanent executive body will be established for the duration of the project: the Director of this body will be appointed by the Management Committee. This Executive Director will be assisted by a Secretariat and three experts, one specialising in hardware, one in software and one in telecommunications: these experts will be appointed by the Management Committee on a proposal from the Executive Director. The executive body will supervise day-to-day progress of all work on the project and will take all the technical decisions necessary to achieve the aims set by the Management Committee.

A technical advisory group composed of representatives from the nodal centres, specialists designated by the Signatories and an observer from the CEPT will be formed. Each member of this advisory group will bear the subsistence and travelling expenses that he or she incurs as a result of serving on it. Its chairman will be the Director of the executive body, and it will advise the executive body on technical matters and co-ordinate work in the centres. It will therefore have to be set up right at the beginning of the project.

The technical advisory group will as early as possible draw up a co-ordinated research programme for testing the network. In particular, it will consider the sources and nature of data to be used on the experimental network. It will present its conclusions as a report to the management committee which will consider the report, together with the progress of the commercial study and external factors, such as the attitude of the postal and telecommunications authorities to the experiment and the extent of their co-operation, before making its recommendation to the Signatories as to whether the pilot experiment with the nodal centres should proceed.

The Study Group which effected the preliminary study of the project in the context of European Cooperation in the Field of Scientific and Technical Research will assume the duties of the permanent executive body and of the technical advisory group until they are able to do so themselves.

SIGNATURES AND NOTIFICATIONS UNDER ARTICLE 16 (2)

<i>Government of :</i>	<i>Date of receipt of notification</i>
France	3 Mar. 1972
Italy	
Norway	2 June 1972
Portugal	22 Dec. 1972
Sweden	23 Feb. 1972
Switzerland	12 May 1972
United Kingdom	12 May 1972
Yugoslavia	2 Feb. 1973
	(date of notification)
European Atomic Energy Community	7 July 1972

Printed in England by Her Majesty's Stationery Office

20902-48 3139203 Dd. 252087 K13 5/73

SBN 10 152830 2