

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(81) 386 final

Brussels, 14 July 1981

Proposal for a
COUNCIL DECISION

on the conclusion of an Agreement between the European Economic Community and the Kingdom of Sweden for the connection of the Community Data Transmission Network (EURONET) to the Swedish Network for Scientific and Technical Information and Documentation

and

on the conclusion of an Agreement in the form of a Tripartite Protocol between the European Economic Community, the Helvetian Confederation and the Kingdom of Sweden, defining the relations created between these two States by the connection of their networks to EURONET

(submitted to the Council by the Commission)

COM(81) 386 final

COMMUNICATION FROM THE COMMISSION TO THE COUNCIL

Subject: Agreement between the EEC and Sweden regarding the inter-connection of the Community data transmission network (Euronet) and the Swedish network for scientific and technical information and documentation

In a Note Verbale of 23 May 1978 Sweden expressed the wish to have the Community telecommunications network, Euronet, connected to the Swedish network for scientific and technical information and documentation.

On 9 October 1978, by its decision (1) on the second plan of action in the field of scientific and technical information and documentation, the Council provided that the Community might conclude cooperation agreements with non-member countries taking part in the European Conference of Postal and Telecommunications Administrations (CEPT); these agreements were to be limited in principle to the extension of Euronet and were to determine the conditions for the connection of the terminals and host computers and also the related technical arrangements. The same Council decision authorized the Commission to negotiate cooperation agreements after having sought the opinion of the Committee for Information and Documentation on Science and Technology (CIDST).

The Scientific and Technical Research Committee (CREST) also requested that once the network was set up priority should be given to scientific and technical information and documentation traffic over any other type of traffic.

On 16 August 1979 (2) the Council approved a similar agreement on the extension of the Community's data transmission network (Euronet) to Switzerland.

Results of the negotiations

The provisions of Article 3 of the Council decision of 9 October 1978 were respected.

(1) 78/887/EEC O.J. n° L311 of 4.11.1978, page 1

(2) 79/721/EEC O.J. n° L214 of 22.8.1979, page 18

The agreement (annex 3) specifies that the principle of reciprocity between the EEC and Sweden is to be applied in a non-discriminatory fashion to the host computers and terminals in Sweden.

The provisions of a 'joint declaration of intent' appended to the agreement, which constitutes a code of conduct designed to safeguard users' interests, apply also to Sweden (annex 4).

The agreement also allows Swedish experts to participate in work on the development of additional technical specifications, the drawing up of new general provisions for the network and user training.

The agreement includes provision for Sweden's interests (rights and duties) to be safeguarded should other third countries participate in Euronet.

The cooperation agreement and the 'joint declaration of intent' annexed to it are linked with an implementation agreement between the EEC and the Swedish delegation for scientific and technical information (annex 5).

Sweden will make a backdated contribution to the Community investment by paying 100 000 French francs in cash under the terms of the agreement between the Postal and Telecommunications Administrations, 150 000 French francs in cash under the terms of the agreement between the EEC and the Swedish delegation for scientific and technical information and 450 000 French francs in kind in the form of technical services.

CIDST was consulted and gave an opinion unanimously in favour of connecting Euronet to the national Swedish network (annex 6).

A tripartite protocol to be signed by the EEC, Switzerland and Sweden (annex 7) had to be drawn up in order to establish a framework of relations within the Euronet context between the two third countries (Switzerland and Sweden) who have now joined the Community project.

Conclusions

The Commission requests that the Council adopt the draft decision appended for the conclusion of an agreement for the connection of the Community Euronet telecommunications network for scientific and technical information and documentation (annex 2).

Enclosures

PROPOSAL FOR A COUNCIL DECISION ON THE CONCLUSION
OF AN AGREEMENT BETWEEN THE EUROPEAN ECONOMIC COMMUNITY
AND THE KINGDOM OF SWEDEN FOR THE CONNECTION OF THE
COMMUNITY DATA TRANSMISSION NETWORK (EURONET) TO THE
SWEDISH NETWORK FOR SCIENTIFIC AND TECHNICAL INFORMATION
AND DOCUMENTATION,

AND

ON THE CONCLUSION OF AN AGREEMENT
IN THE FORM OF A TRIPARTITE PROTOCOL BETWEEN THE
EUROPEAN ECONOMIC COMMUNITY, THE HELVETIAN CONFEDERATION
AND THE KINGDOM OF SWEDEN, DEFINING THE RELATIONS CREATED
BETWEEN THESE TWO STATES BY THE CONNECTION OF THEIR
NETWORKS TO EURONET

The Council of the European Communities,

Having regard to the Treaty establishing the European Economic Community,

Having regard to Council Decision 78/887/EEC of 9 October 1978 adopting a second three-year plan of action in the field of scientific and technical information and documentation (1), and in particular Article 3 thereof,

Having regard to the Commission's proposal,

Whereas the Commission has, in accordance with Article 3 of Decision 78/887/EEC, negotiated an agreement with the Kingdom of Sweden to connect the information network of that country to the Euronet network,

Whereas this agreement must be concluded,

Whereas, moreover, the agreement in the form of a tripartite protocol between the European Economic Community, the Helvetian Confederation and the Kingdom of Sweden on the relations created between these two States by the connection of their networks to Euronet must be concluded,

Has decided as follows:

(1) O.J. n° L 311 of 4 November 1978, page 1

Article 1

The agreement between the European Economic Community and the Kingdom of Sweden for the connection of the data communication network (Euronet) to the Swedish network for information and documentation is hereby approved on behalf of the Community.

The text of the agreement is annexed hereto.

Article 2

The agreement in the form of a tripartite protocol between the European Economic Community, the Helvetian Confederation and the Kingdom of Sweden, on the relations created between these two States by the connection of their networks to Euronet, is hereby approved on behalf of the Community.

The text of the protocol is annexed hereto.

Article 3

The President of the Council shall be authorized to appoint the person empowered to sign the agreement on behalf of the Community.

Done at _____ on _____

For the Council

The President,

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O. AGREEMENT FOR COOPERATION BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE KINGDOM OF SWEDEN ON THE INTERCONNECTION OF THE COMMUNITY DATA TRANSMISSION NETWORK (EURONET) AND THE SWEDISH DATA NETWORK FOR INFORMATION RETRIEVAL PURPOSES.

THE COUNCIL OF THE EUROPEAN ECONOMIC COMMUNITY,

and

THE GOVERNMENT OF THE KINGDOM OF SWEDEN,

1. Whereas during the last few years, considerable effort has been devoted in Europe to the field of data transmission by packet switching as well as to the field of scientific and technical information and documentation in general;
2. Whereas on 23rd November 1971 an agreement for the establishment of a European Informatics Network (COST 11) was concluded to provide for data transmission on the basis of packet switching technology, which eventually led to the participation of the European Atomic Energy Community, the Federal Republic of Germany, France, Italy, The Netherlands, Norway, Portugal, the United Kingdom, Sweden, Switzerland and Yugoslavia;

3. Whereas the Council of the European Communities in its resolution of 14th January 1974 on an initial outline programme in the field of science and technology, emphasized that, wherever necessary or desirable, the participation in these programmes of non-member countries, particularly European ones, should be made possible;
4. Whereas the Council of the European Communities on 18th March 1975 and 9th October 1978 adopted three-year action plans in the field of scientific and technical information and documentation providing notably for the implementation of a telecommunications network (hereinafter called "Euronet") which should give users within the Member States of the Community reliable, rapid and low-cost access to all scientific, technical, economic, legal and social data available;
5. Whereas through a multilateral convention, signed on 11th December 1975, the telecommunications administrations of the Member States of the Community decided to constitute a consortium for the implementation and exploitation of Euronet and to that effect charged France to conclude with the Community a contract which was signed on 15th December 1975;
6. Whereas the Council of the European Communities in its decision of 9th October 1978 made provisions for the Community to conclude cooperation agreements with third States participating in the European Conference of Postal and Telecommunications Administrations (CEPT);

7. Whereas Sweden has for several years participated in the development of information science, particularly on-line information retrieval services within the Nordic countries (Scannet);
8. Whereas the Swedish Telecommunications Administration has established a public packet switching data transmission network for on-line information retrieval purposes in Sweden (hereinafter called "the Swedish data network") which was inaugurated on 14th September 1979;
9. Recalling that Sweden is a member of the European Space Agency and that cooperation exists between the Community and the European Space Agency on Euronet;
10. Recognizing that it would be in the mutual interest of the Contracting Parties to this Agreement to interconnect the Swedish data network and Euronet in order to provide users in Sweden with the means to gain access to information services established in the Member States of the Community and to provide users in the Member States of the Community with the means to gain access to information services established in Sweden and, moreover, to examine how to facilitate the marketing of such information services both in Sweden and in the Member States of the Community;

HAVE AGREED AS FOLLOWS:

Article I

11. This Agreement provides the general framework for cooperation in the field of information services and in particular for the interconnection of Euronet and the Swedish data network for the purpose of providing access to publicly available information services. The measures necessary to put this cooperation into effect shall be taken in
 - an operating arrangement to be made between the Telecommunications Administrations of the Euronet Consortium and the Swedish Telecommunications Administration
 - an information service arrangement between the Community and the Swedish Delegation for Scientific and Technical Information
12. Users in the Member States of the Community shall be offered, through Euronet, access to the Swedish data network and users in Sweden shall be offered, through the Swedish data network, access to Euronet. Subject to national law, in particular law governing access to data bases, host computers in the Member States of the Community and in Sweden shall be offered similar possibilities of connection to the interconnected networks; equally subject to national law and regulations, connections of users and host computers shall be provided in a non-discriminatory manner and on the basis of reciprocity.

Article II

13. The operating agreement between the Telecommunications Administrations referred to in Article I shall contain inter alia the technical requirements for and the financial implications resulting from the interconnection of the two telecommunications networks. The information service agreement between the Community and the Swedish Delegation for Scientific and Technical Information referred to in Article I shall contain inter alia provisions for the functioning and development of the services offered through the networks, lay down the principles for their proposed cooperation and define their respective contributions.

Article III

14. In order to safeguard the interests of the users and to ensure efficient and low cost functioning of the networks, as well as competitive services, each Contracting Party shall use its best endeavours to ensure that operators of host computers connected to the interconnected networks respect a code of conduct as closely as possible in line with the joint declaration of intent given in the Annex to this Agreement.

Article IV

15. The Contracting Parties shall encourage cooperation for developing additional specifications, services, facilities and user assistance. They shall encourage cooperation between groups of host computer operators and between groups of users. The Community shall use its best endeavours to facili-

tate the participation of Swedish host computer operators in the meetings of the Committee of host computer operators in Euronet, as well as the participation of Swedish users in Euronet user groups.

Article V

16. The Contracting Parties shall keep each other informed through diplomatic channels about progress achieved within the framework of the present Agreement. In particular, they shall as early as possible exchange information relating to envisaged connections of host computers and data banks or bases.

Article VI

17. Any extension of Euronet to States not members of the Community shall be subject to prior consultation between the Contracting Parties, in particular as regards the consequences of such extension both for the relations between Sweden and the Community and for those the two Parties will have with the States in question.

Article VII

18. Each Contracting Party is free to connect to its network other networks, host computers and users situated outside Sweden and the Member States of the Community. Further connection of such extensions to the network of the other Contracting Party requires prior agreement between the Contracting Parties and, where appropriate, consent by the Telecommunications Administrations involved.

Article VIII

19. This Agreement does not affect the right of the Swedish Telecommunications Administration to use the Swedish data network for traffic independent of Euronet.

Article IX

20. Any problem arising between the Parties relating to the implementation of this Agreement shall be dealt with through diplomatic channels.

Article X

21. This Agreement shall be approved by the Contracting Parties in accordance with their own procedures. It shall enter into force on the day when the Contracting Parties have notified each other that the procedures necessary to this end have been completed.

Article XI

22. This Agreement shall expire on 31st December 1983. At the initiative of either Contracting Party, however, this Agreement may be terminated at an earlier date, provided that one year's prior notice be given to the other Contracting Party.

Joint declaration of intent concerning host computer operators to be connected to EURONET referred to under article III of the Agreement

1. The host computer operator, hereinafter called "the host", has sole responsibility regarding the operation of his services via the network.
2. The host will not discriminate against users of EURONET with regard to their nationality. Should existing contracts or international agreements contain discriminatory provisions, the host shall inform the competent authorities thereof and endeavour to modify them.
3. Unfair competition will be avoided. If necessary the host may be invited to provide explanations on this subject by the competent authorities in his own country.
4. The host will bear in mind the principle that for information services, charges should be as low as possible, and as far as possible take this into account in his pricing policy.
5. The host will participate in efforts which aim at gradual harmonisation of services. He will in particular consider:
 - implementation of the Standard Command Set for his retrieval system as set out in "EURONET guidelines: standard commands for retrieval systems";

- gradual harmonisation of general conditions of sale, to be developed cooperatively;
 - gradual adaptation of instruction manuals;
 - simplification of user access procedures and invoicing.
6. The host will consider measures for efficient EURONET-wide marketing of his services and training of users thereof.
 7. So as to provide for appropriate cooperation the host agrees to participate in a committee which will meet regularly to voice the hosts' opinions on all network-related matters and make appropriate recommendations which will be forwarded to the competent authorities of the States participating in EURONET. Each participant shall bear the costs of his participation at meetings of the committee.
 8. The host will name his representative to this committee within three months after the effective date of the conclusion of the agreement providing for his connection to EURONET; he will also name within this period any other representative responsible for EURONET-related matters, and specify his area of responsibility.
 9. Within the same period, the host will provide the competent authorities in his country with a provisional description of the data bases and related services which he intends to offer. This description will comply as far as possible with that of data base services as set out in "EURONET guidelines for cooperation between data base suppliers

and host organizations". The description will in particular present the data bases, derivable services and charges to be levied. A final description of the services will be communicated to the competent authorities at the latest three months before the start of operations.

10. The host will strive to announce any substantial change in the nature of the specified services three months in advance and to inform the competent authorities of his country accordingly.
11. If the host intends to use his connection to EURONET also for purposes other than those covered by the Agreement for Cooperation, he will inform the competent authorities of his country accordingly.
12. So as to allow the competent authorities to adapt the network to the needs, the host will provide, at least annually, appropriate statistics on his EURONET services, such as traffic, number of subscribers, etc.

AGREEMENT

between

THE COMMISSION OF THE EUROPEAN COMMUNITIES

and

THE SWEDISH DELEGATION FOR SCIENTIFIC AND TECHNICAL INFORMATION

The Commission of the European Communities, represented by Mr. R.K. Appleyard, Director General for Information Market and Innovation, and

The Swedish Delegation for Scientific and Technical Information, hereinafter referred to as "the Delegation", represented for the purpose of signing the present Agreement by Mr. H. Brynielsson, Chairman of the Delegation,

Having regard to the value of European cooperation in the field of information services,

In accordance with article 1 of the Agreement for cooperation between the Community and the Kingdom of Sweden on the interconnection of the Community Data Transmission Network (Euronet) and the Swedish Data Network for information retrieval purposes, signed on 1981

HAVE AGREED AS FOLLOWS:

Article 1 - Aim of the cooperation

The Commission and the Delegation shall cooperate in order to exchange all information available about the services offered on Euronet and the Swedish Data Network respectively. Furthermore, the parties shall cooperate by consulting each other in questions concerning the development and possible harmonization of services offered on the two networks mentioned above.

Concerning cooperation on the development of the services, special regard shall be paid to investigations about user needs and the marketing of services.

Article 2 - Performance of the cooperation

Each Party undertakes to keep the other Party informed about steps which are planned or taken in order to develop or modify information services directly or indirectly connected to Euronet.

In all cases where a Party considers a question falling within the scope of this agreement to be of major importance, due regard shall be given to contacts with the other Party in the handling of the question.

At the request of one Party, the other Party shall use its best endeavours in order to be available for such contacts.

Article 3 - Contributions in finance and in kind

3.1. The Parties undertake to contribute to the cooperation in finance or in kind in a reasonably balanced ratio as described hereinafter.

3.2. The Commission shall provide the Delegation with the following contributions:

- a) all final reports and pertinent information obtained under studies and contracts executed by or on behalf of the Community before the entry into force of this Agreement relating to:
 - i) network options, cost, technical specifications for implementation of Euronet, management studies,
 - ii) host interface developments, including black box and available front-end software,
 - iii) user support (equipment, referral, enquiry service and participation in the User Forum), economic aspects including studies of marketing, market research and pricing, common command language, including its further development (e.g. for data banks),

iv) Higher Level Protocols (HLP):

- DEVT (Data Entry Virtual Terminal) Protocol in the final version which is implemented,
- FTP (File Transfer Protocol) with RPP (Remote Printing Protocol) as a subset, as it will be implemented,
- usage of the RTC (Reference and Test Centre) for HLP at the Ispra establishment of the Community's Joint Research Centre,

v) X 25 devices:

- intelligent terminal (X 25, DEVT)
- X 25 multiplexer
- X 25 printer station (RPP)
- X 25 RJE (Remote Job Entry) converters (IBM, Siemens, CII-HB),

b) marketing material on DIANE of interest for Swedish users and hosts.

3.3. In compensation of the above Community contribution, the Delegation shall provide:

a) a financial compensation of 150.000 French Francs for the reports and all other pertinent information transmitted by the Community under the provisions of paragraph 3.2 heretofore,

b) all final reports and pertinent information obtained under studies and contracts executed by or on behalf of the Delegation or its Predecessor before the entry into force of this Agreement relating to:

i) general descriptions of the systems development

ii) specific descriptions of SDI-system components:

- the unified record format KOMPOST,
- the search system VIRA,
- the terminal based query system EPOS,
- the security and integrity system PROTECT,

iii) performance of SDI services:

- cost structure,
- service features,
- retrieval methods,

iv) descriptions of 3RIP, an on-line interactive information retrieval system:

- file design,
- data structure for text files,
- file compression,
- user manual,

v) evaluation problems concerning information services:

- theoretical approaches,
- studies in systems analyses,
- user studies related to specific data bases,

c) marketing material on Swedish data bases of interest for Community users and hosts

d) all reports and pertinent information resulting from studies or work entrusted to the Delegation by the Community and carried out at the Delegation's expense up to an amount of 450.000 French Francs.

3.4. Reports and other information relating to studies or work carried out after the entry into force of this Agreement, other than those referred to under 3.3 d), shall be exchanged according to what the Parties agree upon from case to case.

Article 4 - Reports and pertinent information

4.1. Each Party may use the reports and all pertinent information it receives from the other Party under the provisions of article 3 heretofore, for all purposes as it sees fit for the furtherance of this cooperation. Any such use shall be in accordance with national and international law. The transmission of reports and other information does not in itself imply the transfer of intellectual or industrial property rights, if any.

4.2. Reports and information transmitted under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the latter does not warrant the suitability of the reports and information transmitted for any particular use or application by the receiving Party or by any third Party.

Article 5 - Joint projects

The Parties may agree upon joint investigations or joint projects. The terms for such cooperation shall be defined in special agreements between the Parties.

Article 6 - Duration

The present Agreement shall come into force and expire at the same time as the Agreement for cooperation between the European Economic Community and the Kingdom of Sweden on the interconnection of the Community Data Transmission Network (Euronet) and the Swedish Data Network for information retrieval purposes, signed on 1981.

Notwithstanding the provision of the preceding paragraph, the Parties may agree that the present Agreement shall govern their cooperation also after the expiration of the aforementioned Agreement. Consultation on such further application of the present Agreement shall take place before the said expiration.

Done at Brussels, on

1981, in duplicate, in the

English language.

For the Commission of the
European Communities,

24'
For the Swedish Delegation for
Scientific and Technical Information,

Raymond K. Appleyard

Harry Brynielsson

Directorate General
Scientific and Technical Information
and Information Management

Secretariat CIDST

Opinion of the CIDST of 22 October 1980

on the connection of the Swedish network for scientific and technical
information and documentation to the Community network Euronet DIANE

The Committee for Information and Documentation on Science and
Technology (CIDST) having examined document CIDST/463/80 prepared by the
Commission, and discussed, at its 33rd and 34th meetings, the connection of the
Swedish scientific and technical information and documentation network to
Euronet DIANE,

Having been invited by the Commission, in accordance with annex II,
point 3 c), to the decision of the Council of 9th October 1978, to give an
opinion on the conditions needed in order to conclude an agreement for the
connection of the Swedish network for scientific and technical information
and documentation to the Community network Euronet DIANE,

Notes that the proposed agreement corresponds to the conditions
laid down in article 3 of the Council decision of 9th October 1978,

Recommends that the Commission submit to the Council, for decision,
the text of this agreement,

Wishes to be kept regularly informed of the implementation of the
agreement signed with the Kingdom of Sweden.

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The CIDST secretariat is requested to forward this opinion to the Commission
and to CREST and to send a copy to the Council.

Trilateral Protocol on the purport of the Agreements
for data network cooperation concluded by the
European Economic Community with on the one hand the
Swiss Confederation, and on the other hand the
Kingdom of Sweden

Whereas the European Economic Community and the Swiss Confederation have on 28th September 1979, concluded an Agreement in the form of an exchange of letters on the extension of the Community network for data transmission (EURONET) to Switzerland, hereinafter referred to as "the Exchange of letters";

Whereas the European Economic Community and the Kingdom of Sweden have today concluded an Agreement on the interconnection of EURONET and the Swedish data network for information retrieval purposes, hereinafter referred to as "the Cooperation Agreement";

Whereas the Swiss Confederation has by virtue of Point 10 of the Exchange of letters given its consent to the interconnection of EURONET and the Swedish data network;

The Signatories to this Protocol have come to the understanding that the Cooperation Agreement shall apply to EURONET as extended to Switzerland and to the Swedish data network.

Done at Brussels, on the day of 1981.

For the Swiss Confederation

For the Kingdom of Sweden

For the European Economic Community