ENERGY

Cooperation

Agreement Between the
UNITED STATES OF AMERICA
and ISRAEL

Signed at Jerusalem February 22, 2000

with

Annexes

and

Agreement Amending the Agreement

Signed at Tel Aviv April 28, 2011

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

ISRAEL

Energy: Cooperation

Agreement signed at Jerusalem
February 22, 2000;
Entered into force May 1, 2001.
With annexes.
And agreement amending the
agreement.
Signed at Tel Aviv April 28, 2011;
Entered into force April 28, 2011.

AGREEMENT

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF NATIONAL INFRASTRUCTURE OF THE STATE OF ISRAEL

CONCERNING ENERGY COOPERATION

The Department of Energy of the United States of America (DOE) and the Ministry of National Infrastructure of the State of Israel (MONI), hereinafter referred to as "the Parties":

Recognizing that the cooperative activities in the field of energy research and development undertaken pursuant to previous agreements were mutually beneficial and that the Parties wish to undertake new cooperative activities in the field of energy cooperation: and

Recognizing that it would be mutually beneficial to identify and implement cooperative projects in energy research and development that enhance the Mideast peace process;

Have agreed as follows:

ARTICLE I

The objective of this Agreement is to establish a framework for collaboration between the Parties in energy research and development activities. The Parties shall conduct such collaboration on the basis of mutual benefit, equality and reciprocity.

ARTICLE II

The areas of cooperation under this Agreement may include, but are not limited to, the following:

a. Solar energy;
b. Biomass;
c. Energy efficiency;
d. Wind energy;
e. Fossil energy including oil, gas and coal;
f. Electric power production and transmission; and
g. Other energy areas that may be proposed and jointly agreed by the Parties in writing.

ARTICLE III

The forms of cooperation under this Agreement may include, but are not limited to the following:

a. Exchange of scientific and technical information, and results and methods of research and development, and other cooperative projects on a periodic basis in a manner agreed to by the Coordinators designated under Article IV;

b. Organization of seminars and other meetings on agreed energy topics in the areas enumerated in Article II in a manner agreed to by the Coordinators;

c. Survey visits by specialists to the energy facilities or projects of the other Party at the invitation of the host institution;

d. Exchange of materials, instruments, components and equipment for testing;

e. Exchange of personnel for participation in agreed research, development, demonstration, analysis, design, experimental, and training activities;

f. Joint projects in the form of experiments, tests, design analysis, or other technical collaborative activity;

g. Joint funding of specific projects which may be undertaken either by the parties, or in connection with other qualified organizations or persons in a manner agreed to by the Coordinators; and

h. Other such forms of cooperation as may be proposed and jointly agreed in writing by the Parties.

ARTICLE IV

a. Each Party shall designate a Coordinator to supervise the implementation of this Agreement. As mutually agreed, the Coordinators shall meet to evaluate all aspects of the cooperation under this Agreement. These meetings shall be held alternately in the United States and Israel.

b. The Coordinators shall approve and monitor all cooperative activities to be carried out under this Agreement.

c. The Coordinators may establish separate subcommittees in any of the areas of cooperation to facilitate implementation of projects which may be undertaken under this Agreement.

d. The Coordinators shall review and evaluate any proposed activities and the status of cooperation under this Agreement. The Coordinators shall give appropriate guidance and directions to the subcommittees and the project managers responsible for activities developed under this Agreement. If requested, the Coordinators may advise the Parties regarding the progress and future of cooperative activities established under this Agreement.

ARTICLE V

a. Each Party, or the designated representative of each Party, may propose activities to be conducted under this Agreement by submitting a proposal to the Coordinators for approval.

b. The Parties shall sign Implementation Agreements for each cooperative activity approved by the Coordinators. The parties to the Implementation Agreements shall not undertake any cooperative activity until an Implementation Agreement has been concluded by the Parties. Such Implementation Agreements shall contain detailed procedures for the implementation of the cooperative activity, including but not limited to technical scope, exchange of appropriate proprietary information, management, total costs, cost-sharing and schedule, as appropriate. Each Implementation Agreement shall be subject to, and shall refer to, this Agreement.

ARTICLE VI

The following provisions shall apply concerning exchanges of equipment under this Agreement.

a. By mutual agreement, a party may provide equipment to be utilized in a joint activity. In such case, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided together with the relevant specifications and appropriate technical documentation related to the use, maintenance, and repair of the equipment.

b. Title to the equipment and necessary spare parts supplied for use in joint activities shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.

c. Equipment provided under this agreement shall be brought into operation at the host establishment only by agreement of the Parties.

d. The host establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water, and gas and normally shall provide materials to be tested, in accordance with agreed technical requirements.

e. DOE shall be responsible, and shall pay all expenses, for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Israel convenient to the ultimate destination. DOE shall be responsible for safekeeping and insurance en route for such equipment and materials.

f. MONI shall be responsible, and shall pay all expenses, for the transport of equipment and materials from Israel by plane or ship to an authorized port of entry in the United States

convenient to the ultimate destination. MONI shall be responsible for safekeeping and insurance en route for such equipment and materials.

g. Equipment provided under this Agreement for use in joint activities shall be considered to be scientific, not having a commercial character, and each Party shall make its best effort to obtain duty free entry.

ARTICLE VII

The following provision shall apply concerning exchanges of personnel under this Agreement:

a. Whenever an exchange of personnel is contemplated each Party shall ensure the selection of adequate personnel with skills and competence necessary to conduct the activities planned under this Agreement. Each such exchange of personnel shall be mutually agreed in advance by an exchange of letters between the Parties, referencing this Agreement and its pertinent intellectual property provisions.

b. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or contractors.

c. Each Party shall pay for the travel and living expenses of its staff or contractors staying at the establishment of the host Party, unless otherwise agreed.

d. Each Party shall arrange for adequate accommodations for the other Party's staff or contractor (and their families) on a mutually agreeable, reciprocal basis.

e. Each Party shall provide all necessary assistance to the staff or contractors of the other Party as regards administrative formalities (i.e., travel arrangements).

f. The staff and contractors of each Party shall conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE VIII

a. Unless otherwise agreed, all costs resulting from cooperation carried out under this Agreement shall be the responsibility of the Party that incurs them.

b. Each Party shall conduct the activities provided for in this Agreement subject to its applicable laws and regulations, and subject to the availability of appropriated funds and personnel.

c. Each Party shall use its best efforts to obtain all required permits and licenses as necessary for the implementation of this Agreement.

ARTICLE IX

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement are set forth in Annex I to this Agreement. Provisions for the protection of information and equipment for national security reasons are included in Annex II to this Agreement. Provisions concerning exemptions from the security procedures and requirements imposed under DOE notice 142 and DOE Order 1500.3 are included in Annex III to this Agreement. The Annexes constitute an integral part of this Agreement.

ARTICLE X

a. This Agreement shall enter into force when the Parties notify each other, through diplomatic channels, that they have satisfied respective approval procedures, and shall remain in force for five (5) years. This Agreement shall be renewed automatically for one additional 5-year period unless either Party notifies the other, in writing, at least six (6) months prior to the date of expiration.

b. This Agreement may be amended or extended by mutual written agreement of the parties. This Agreement may be terminated upon one (1) year's advance notification in writing by either Party.

c. All joint efforts and experiments not completed at the expiration or termination of this Agreement may be continued until their completion under the terms of this Agreement.

Done in the English language at Jerusalem this 22nd day of February, 2000.

FOR THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

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FOR THE MINISTRY OF NATIONAL INFRASTRUCTURE OF THE STATE OF ISRAEL

ANNEX I

INTELLECTUAL PROPERTY

Pursuant to Article IX of this Agreement:

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

1. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights, and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. 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 concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees 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.

2. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, 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.

B. Rights to all forms of intellectual property, other than those rights described in Paragraph 2.A. above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as aninventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be negotiated in Implementation Agreements on a case-by-case basis. If research is not designated as "joint research" in the relevant Implementation Agreement, rights to intellectual property arising from the research will be allocated in accordance with paragraph 2.B.1. above. In addition, each person named as inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.

(b) Notwithstanding paragraph 2.B.2. (a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the intellectual property shall nonetheless be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institution of the Party obtaining rights.

3. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX II

SECURITY OBLIGATIONS

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.

ANNEX III

NON-SENSITIVE TOPICS

Israeli scientists and other personnel engaged in collaborations pursuant to this Agreement and in the subject areas listed below shall be exempt from the security procedures and requirements imposed under DOE Notice 142 and DOE Order 1500.3, unless otherwise determined by DOE. DOE shall maintain a roster of Israeli personnel subject to this Agreement.

Agriculture
Atmospheric physics
Automotive propulsion systems
Batteries
Biomedical sciences and biological systems
Business training and technology commercialization
Coal and coal products
Combustion, pyrolysis, and high-temperature chemistry
Cooperative monitoring and transparency (including exchanges on arms control, Nonproliferation, and regional security)
Electric power engineering
Energy conservation, consumption, and utilization
Energy storage
Environmental sciences
Fuel cells
Fuel production and properties
Geothermal energy
Hydro energy
Inorganic and organic chemistry
Mathematics
Medicine and pharmacology
Particle Physics
Petroleum
Solar energy and solar energy conversion
Superconductivity
Synthetic fuels
Seismic safety
Thermoelectric and EHD generators
Tidal and wave power
Vulcanology
Wind energy

AGREEMENT TO AMEND

AGREEMENT BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF NATIONAL INFRASTRUCTURE OF THE STATE OF ISRAEL
CONCERNING ENERGY COOPERATION

The Department of Energy of the United States of America and the Ministry of National Infrastructures of the State of Israel,

ACTING pursuant to Article X, paragraph b. of the Agreement between the Department of Energy of the United States of America and the Ministry of National Infrastructure of the State of Israel Concerning Energy Cooperation of February 22, 2000 (the "Agreement"),

Have agreed as follows:

Article 1

The word "Infrastructure" shall be replaced with the word "Infrastructures" throughout the Agreement.

Article 2

Article X, paragraphs a. and b. shall be deleted and replaced with the following language:

"a. This Agreement shall enter into force when the Parties notify each other, through diplomatic channels, that they have satisfied their respective approval procedures, and shall remain in force for 5 years. This Agreement shall be renewed automatically for successive 5-year periods unless either Party provides at least 6 months' written notice to the other Party of its intention to terminate this Agreement.

"b. This Agreement may be amended by mutual written agreement of the Parties."

Article 3

This Agreement to Amend shall enter into force upon signature.

DONE at Tel Aviv, in duplicate, this 28th day of April 2011, the 24th of Nisan 5771, according to the Hebrew calendar.

FOR THE DEPARTMENT OF ENERGY
UNITED STATES OF AMERICA:

Thomas A. Goldberger

FOR THE MINISTRY OF
NATIONAL INFRASTRUCTURES
OF THE STATE OF ISRAEL: