

AGREEMENT BETWEEN THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES  
AND THE  
MINISTRY OF ENERGY AND INFRASTRUCTURE OF ISRAEL  
IN PASSIVE CLIMATE CONTROL TEST FACILITIES

This Agreement is entered into between the Department of Energy of the United States ("DOE") and the Ministry of Energy and Infrastructure of Israel ("MOEI") in Energy Research and Development in Passive Climate Control Test Facilities (hereinafter referred to as the "Agreement").

ARTICLE I. OBJECTIVES

The objectives of this Project, undertaken by MOEI and DOE (hereinafter called "the Parties"), are to measure, evaluate and compare the performance of various passive climate control concepts under different climatic conditions, using essentially the same building and system designs. Empirical and mathematical models are to be developed as design tools, and recommendations prepared for designers, architects, engineers and builders for the application of suitable passive climate control systems in regions comprising climatic conditions similar to those shared by regions of the United States and Israel.

ARTICLE II. WORK SCOPE

To accomplish these objectives, a three-year collaborative research and development Project will be undertaken between the two countries. The scope of the work under this Project will include the following Tasks:

(a) One or more passive climate control test facilities will be established in each country by each Party in accordance with the normal contracting and environmental procedures and the respective work programs of each of the Parties. These facilities will be comprised of a variety of sizes of test cells, from approximately  $3 \text{ m}^2$  through room-sized to approximately  $100 \text{ m}^2$  structures. These facilities will be equipped with instrumentation necessary to carry out the experimental programs, mutually agreed upon, in which the performance of a variety of system configurations and materials will be investigated.

(b) Passive climate control systems computer codes will be developed in and shared between both countries. The experimental test facilities in both countries will be utilized to validate the computer codes.

(c) Results of these analytical and experimental investigations will be incorporated into workbooks or other suitable vehicles for dissemination to practicing architects, engineers and builders, in order to foster the use of passive systems in climatic regions and for types of buildings applicable in both Israel and the U.S.

For all three Tasks, parallel, but not necessarily duplicate efforts will be carried out in each country. It is anticipated that there will be one visit per year in each direction, of up to one month duration, by participating scientists, covering all three Tasks. Under Task (b), computer codes will be exchanged, and it is anticipated some joint computer studies will be performed. No other material exchanges will be undertaken.

### ARTICLE III. SCHEDULE, MILESTONES AND REPORTING REQUIREMENTS

A set of checkpoints will be developed and published during the first three months of this Project which will allow for periodic assessment of Project progress and direction, and facilitate mutually agreed written modification, expansion, contraction or termination of the Project. The major milestones for the Project include:

- (a) A design review by both Parties to finalize design details for test sites (one or more in each country).
- (b) Publication of results of first year of testing at test sites.
- (c) Publication of results of second year of testing at test sites.
- (d) Review of draft version of the design manual to be prepared as a result of Task C.
- (e) Final design manual ready for publication.

The Project leader in each country will provide brief quarterly reports to the Project Coordinator in his country which will note the status of the Project with respect to schedules, milestones and budgets. These quarterly reports will be made available promptly to the Project Coordinator in the other country. A detailed annual report will be jointly prepared by the two Project Leaders describing the work done, results achieved, funds expended and milestones completed. An assessment of progress made in light of the adopted set of checkpoints will be included.

### ARTICLE IV. MANAGEMENT

- (a) Overall responsibility for annual approval of the Project's technical content and budget will rest with the Parties.

(b) Each Party shall appoint a Project Coordinator to act on its behalf in all matters concerning cooperation under this Agreement.

(c) Each Party shall appoint a Project Leader for the detailed management of this project. The Project Leaders shall be responsible to their respective Project Coordinator for the working contacts between Parties.

#### ARTICLE V. FUNDING

(a) The total costs estimated for the Project is \$200,000 per year for each of three years from the date of signature of this Agreement with DOE providing \$150,000 and MOEI providing \$50,000. DOE will provide \$30,000 per year of its total to MOEI, and the rest will be spent in the U.S. DOE and MOEI will agree on a budget for the remainder of U.S. Fiscal Year 1980 during the initial activities under Article III.

(b) The costs of meetings will be borne by the Party which incurs them, and visits and assignments of personnel will be borne by the Party sending the personnel, both in accordance with the normal procedures of each Party.

(c) Funds which DOE will provide for this Project which are to be expended in Israel shall be deposited with an authorized depository of MOEI in an account at the beginning of each quarter of the U.S. Fiscal Year during which the Project activities are to be funded. Subject to established fiscal controls of MOEI, the Israeli Project Coordinator shall cause said funds to be distributed as is necessary and convenient to carry out the activities authorized herein.

(d) The Parties will maintain appropriate financial records of this Project which will clearly account for all funds expended on this project, including funds transferred from one Party to the other pursuant to V (c) above. Either Party receiving funds from the other shall, within 3 months following the end of the other's Fiscal Year, provide the other with a certification common at its agency of the amount and use of funds provided by the other Party which were utilized.

#### ARTICLE VI. INFORMATION AND INTELLECTUAL PROPERTY

(a) The publication, distribution, handling, protection and ownership of information and intellectual property, and rules and procedures related thereto not covered by this Agreement shall be determined by the Parties by unanimity.

(b) Subject to the restrictions applying to patents, copyrights and proprietary information, the Parties shall have the right to publish all information provided to or arising from the Project. For the purpose of this Agreement, proprietary information will mean information which contains trade secrets or commercial or financial information which is privileged or confidential. Information will be considered as proprietary information if it:

- (1) Is not generally known or publicly available from other sources;
- (2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- (3) Is not already in the possession of the recipient Parties without obligation concerning its confidentiality.

(c) It will be the responsibility of the Party providing information to the Project to identify information it furnishes which qualifies as proprietary information under paragraph (b) and ensure it is appropriately marked in accordance with paragraph (e) of this Article VI. The Party creating arising information which discloses or reveals proprietary information shall also have the responsibility to so mark such information. Whenever proprietary information is orally communicated, the individual communicating such information shall place the recipient on notice as to the proprietary nature of the information. The Parties will take all necessary measures in accordance with this Article VI, the laws of their respective countries and international law to protect proprietary information. If either Party becomes aware that it will be, or may be reasonably expected to become, unable to meet the non-dissemination provisions of this Article VI, it shall immediately notify the other Party.

(d) Proprietary information provided to or arising from the Project work of one Party, which is transferred to the other Party, shall not be disseminated by the receiving Party except to:

- (1) Persons within or employed by the Receiving Party and concerned Government departments and agencies in the country of the Receiving Party having responsibilities related to the technology of the Project, and
- (2) Prime or subcontractors of the Receiving Party located within the geographical limits of the Receiving Party's nation, for use only within the framework of their contracts

with the Receiving Party in work relating to the subject matter of the proprietary information; provided, however, that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked in accordance with paragraph (e) of this Article VI. The owner of the proprietary information will be informed of each prime or subcontractor to receive proprietary information under such an agreement 30 days prior to the dissemination.

(e) Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information  
furnished in confidence under an Agreement dated  
\_\_\_\_\_ between the United States  
Department of Energy and the Ministry of Energy  
and Infrastructure of Israel, and shall not be  
disseminated or used except as provided for in the  
Agreement without the approval of \_\_\_\_\_ .  
This notice shall be marked on any reproduction  
hereof, in whole or in part."

(f) The Parties will notify each other of any pre-existing proprietary information, or proprietary information developed independently of this Project, which will be used in the Project and which is necessary for the understanding of the Project results.

Such information shall not be exchanged except by mutual agreement of the Parties under the terms and conditions set forth in this Article VI.

(g) Information arising in the course of or under the Project ("arising information") which does not disclose or reveal pre-existing proprietary information will be freely available to both Parties for use and dissemination. A Party possessing information regarding inventions on which patent protection is to be obtained shall notify the other Party and thereafter such information shall not be published or publicly disclosed until a patent has been filed; provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of notice to the other Party under this paragraph. Such information shall be appropriately marked to restrict publication or disclosure.

(h) Reports containing arising information and information developed prior to or outside the Project necessary for and used in the Project, including proprietary information, will be exchanged by the Parties and will cover the work performed by each Party under this Project.

(i) Inventions made or conceived in the course of or under this Project ("arising inventions") will be owned by MOEI in Israel and by DOE in the United States. Each Party, its Government and the nationals of its country designated by it, shall receive a royalty-free, non-exclusive license in the other Party's country. In third countries, arising inventions shall be owned by the country of the inventor. In the case of an invention having joint-inventors from each country, the Parties shall equitably allocate the rights



to such an invention according to the contributions of the Parties and the inventors. In any event, the Party owning an invention in a third country shall grant to the other Party, its government, and the nationals of its country designated by it, a non-exclusive license on reasonable terms and conditions.

(j) Each Party may take appropriate measures necessary to protect copyrightable material generated by it under this Project. Copyrights obtained will be the property of that Party; provided, however, that the other Party may reproduce and distribute such material, but will not publish it with a view to profit.

(k) Each Party will, without prejudice to any right of inventors or authors under its national laws, take all necessary steps to provide the cooperation of its authors and inventors required to carry out the provisions of this Article VI. Each Party will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

#### ARTICLE VII. OTHER AGREEMENTS

The Provisions of this Agreement shall not affect the rights or duties of the Parties under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other

legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country; nor does it preclude the Parties from engaging in activities with other governments or persons.

#### ARTICLE VIII. LAWS AND REGULATIONS

Activities under this Agreement shall be in accordance with laws and regulations of the countries of the Parties. All questions related to the Agreement shall be settled by the Parties by mutual agreement.

#### ARTICLE IX. APPROPRIATED FUNDS

It is understood that the ability of the Parties to carry out their obligations under this Agreement is subject to the availability or appropriated funds.

#### ARTICLE X. TERM

(a) This Agreement shall enter into force upon signature, shall continue in force for a three-year period, and may be amended or extended by mutual written agreement of the Parties.

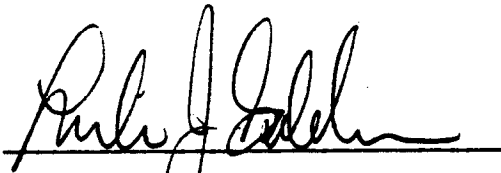
(b) In the event that, during the period of this Agreement, the nature of either Party's energy program should change substantially, whether this be by expansion, reduction, transformation or amalgamation of major elements with the energy

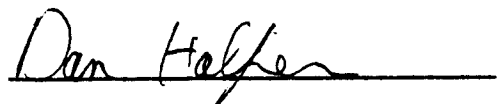
program of a third Party, either Party shall have the right to request revisions in the scope and/or terms of this Agreement.

(c) This Agreement may be terminated at any time at the discretion of either Party, upon six months advance notification in writing by the Party seeking to terminate the Agreement. Any such termination shall be without prejudice to the rights which have accrued under this Agreement to either Party up to the date of such termination.

Done at Washington, D.C. in duplicate

the 1st day of August, 1980.

  
For the Department of Energy  
of the United States of America

  
For the Ministry of Energy and  
Infrastructure of Israel