

ANNEX XII

To The Agreement Between the
Department of Energy of the United States
and the
Ministry of Energy and Infrastructure of Israel
in Energy Research and Development

COMBUSTION OF PULVERIZED COAL IN COUNTER-CURRENT FLOW

WHEREAS, the Department of Energy of the United States (hereinafter referred to as "DOE") and the Ministry of Energy and Infrastructure (hereinafter referred to as "MOEI") have entered into an Agreement in Energy Research and Development signed in Jerusalem, on June 3, 1984 (hereinafter referred to as the "Agreement").

WHEREAS, DOE and MOEI (hereinafter referred to as the "Parties") recognize that it is beneficial to both countries to work on a project in Combustion of Pulverized Coal in Counter-Current Flow (hereinafter referred to as the "Project").

WHEREAS, the Parties further recognize that the Project is of mutual interest to both countries;

THEREFORE, the Parties agree as follows:

ARTICLE 1

Scope

The scope of this Project involves an experimental and theoretical investigation of heterogeneous combustion of pulverized coal in a new counter-current combustor operating in coordination with an experimental furnace developed by the Israel Institute of Technology.

The objectives of this Project are to develop experimental data for the study of heterogeneous combustion in practical systems; to develop a mathematical model to allow the user to optimize the design and the operating conditions of a counter-current combustor; and to develop two prototypes of the combustor for different fuel consumption and different kinds of coal.

ARTICLE 2

Manpower, Funding, Schedule

The MOEI shall provide the personnel, equipment, materials and other items necessary to conduct the Project.

Funding for the proposed work, shall be borne by the DOE and shall not exceed \$90,000 U.S. It is anticipated that the period of performance of the technical effort shall not exceed two (2) years.

Management arrangements, terms of payment, deliverables, and other project details shall be pursuant to the terms of a contract that will be established between the U.S. DOE and MOEI for the purpose of conducting the Project.

ARTICLE 3

Information and Intellectual Property

1. The publication, distribution, handling, protection and ownership of information and intellectual property, and rules and procedures related thereto, not covered by this Annex shall be determined by the Parties in unanimity.
2. Subject to the restrictions applying to patents and copyrights, the Parties shall have the right to use and disseminate all information provided to or arising from the Project. It is intended that the results of this Project shall be published in the scientific literature.
3. A Party possessing information arising in the course or under this Project ("arising 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 application has been filed, provided, however, that this restriction on publication or disclosure shall not exceed 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.
4. Reports containing arising information and information developed prior to or outside the Project necessary for and used in the Project shall be exchanged by the Parties and will cover the work performed by each Party under this Project.
5. 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 and third countries. Each Party, its Government and the nationals of its country designated by it, shall receive a royalty-free non-exclusive license in the countries where the invention is owned by the other Party.
6. Copyrights of either Party shall be accorded treatment consistent with internationally recognized standards or protection. Any material which may be the subject of copyright developed under this Project may be copyrighted. A Party securing a copyright or rights thereto shall grant a royalty-free, non-exclusive license to the other Party to reproduce, publish, distribute, duplicate and use the copyrighted material.
7. Each Party shall, 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 provision of this Article 3. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

ARTICLE 4

Laws and Regulations

Activities under this Annex shall be in accordance with Laws and regulations of the countries of the Parties. All questions related to this Annex shall be settled by the Parties by mutual agreement. Compensation for damages incurred during the implementation of the Annex shall be in accordance with the applicable laws of the countries of the Parties.

ARTICLE 5

Appropriated Funds

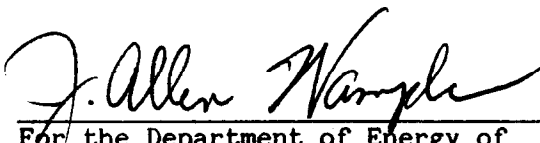
It is understood that the ability of the Parties to carry out their obligation under this Annex is subject to the availability of appropriated funds.

ARTICLE 6

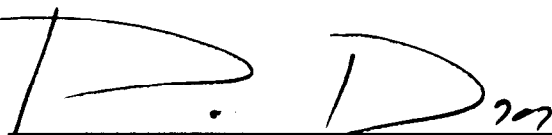
Term

1. This Annex shall enter into force upon signature, shall continue in force for a two-year period, and may be amended or extended by mutual written agreement of the Parties.
2. In the event that, during the period of this Annex, the nature of either Party's energy program should change substantially, either Party shall have the right to request revisions in the scope and/or terms of this Annex.
3. This Annex may be terminated at any time at the discretion of either Party, upon six months' advanced notification in writing by the Party seeking to terminate the Annex. Any such termination shall be without prejudice to the rights which have accrued under this Annex to either Party up to the date of such termination.

Done at Washington, D.C. this 29th day of
September, 1988.



For the Department of Energy of
the United States of America



For the Ministry of Energy and
Infrastructure of Israel