

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF ENERGY AND INFRASTRUCTURE OF ISRAEL

The Department of Energy of the United States of America (US DOE) and the Ministry of Energy and Infrastructure of Israel (MOEI) (hereinafter referred collectively as the Parties):

Having, on 3 June 1984, signed an Agreement in Energy Research and Development and an Annex thereto covering, *inter alia*, the exchange of scientific and technical information;

And recognizing their mutual interest in making more efficient use of conventional energy sources and in developing new sources of energy;

And desiring to accelerate the achievement of these objectives through an orderly exchange of energy-related information;

Have agreed on the following arrangements.

ARTICLE 1

The objective of cooperation under this Memorandum of Understanding is to establish for the mutual benefit of the Parties, a reasonably balanced exchange of energy information. Emphasis is on comprehensive coverage of the national literature rather than an *ex quo pro quo*.

ARTICLE 2

A. Pursuant to this Memorandum of Understanding, US DOE shall:

- (1) Provide to MOEI no less frequently than monthly at no charge, a single copy of computer tapes containing the bibliographic citation, an abstract, the availability source, categorization and indexing, including data tagging for energy literature published within the United States.

The subject scope of the information to be exchanged is described in DOE/TIC-4585-R5, "Energy Information Data Base, Subject Categories" copy attached. Energy literature includes books, monographs, journal articles, conference papers, theses, patents and reports.

- (2) Authorize MOEI to place a standing order to purchase in microfiche form DOE-produced energy reports through the DOE Office of Scientific and Technical Information microfiche contractor.
- (3) Provide to MOEI a complete set of published abstract journals and bibliographies prepared by US DOE from the date of this Agreement.

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B. Pursuant to this Memorandum of Understanding the MOEI shall:

- (1) Provide to US DOE no less frequently than monthly, at no charge, a single copy of computer tapes containing the bibliographic citation, an abstract, the availability source, categorization and indexing, including data tagging, for energy literature published within Israel. The subject scope of the information to be exchanged is described in DOE/TIC-4585-R5, "Energy Information Data Base, Subject Categories". Energy literature includes books, monographs, journal articles, conference papers, theses, patents and reports.
- (2) Provide US DOE one copy of all non-conventional literature. Non-conventional literature is defined as report literature and conference papers and proceedings not commercially available.
- (3) Provide to US DOE a copy of energy bibliographies prepared by the MOEI and sample copies of new periodicals dealing with energy.
- (4) Provide upon request up to 1000 pages per year of translation service into English.

ARTICLE 3

The Parties shall observe the following principles in conducting the information exchange under this Memorandum of Understanding:

- (1) No proprietary, classified, or sensitive information shall be exchanged.
- (2) Machine-readable bibliographic information transmitted shall be organized in an internationally accepted format.
- (3) US DOE and MOEI shall neither transmit, nor allow electronic access to, information exchanged by the Parties in machine-readable form to third party countries without receipt of written authorization to do so from the originating Party.
- (4) As indicated in Article 6 below, the undertaking in Article 3(3.) above is subject to the laws and regulations under which each Party operates. In the event a Party to this Memorandum of Understanding does give such information to a third party country, prompt notification shall be sent to the Party which supplied it.

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ARTICLE 4

To supervise the execution of this Memorandum of Understanding, US DOE and the MOEI have named, respectively, the Manager, of the DOE Office of Scientific and Technical Information and the National Center of Scientific & Technological Information as Coordinators. At the conclusion of the first year of the exchange, the Coordinators shall evaluate the program and consider any necessary adjustments. At their discretion, the Coordinators may name correspondents to carry out day-to-day management of the cooperation.

ARTICLE 5

Information transmitted by one Party to the other Party under this Memorandum of Understanding shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third Party.

ARTICLE 6

Cooperation under this Memorandum of Understanding shall be in accordance with the laws and regulations under which each Party operates.

All questions arising during the term of this Memorandum of Understanding shall be settled by the Parties by mutual agreement.

It is understood that the ability of the Parties to carry out their obligations under this Memorandum of Understanding is subject to the availability of appropriated funds and the cooperation of organizations generating energy-related information.

ARTICLE 7

This Memorandum of Understanding shall enter into force upon the later date of signature and, subject to paragraph 3 of this Article, shall continue for a five-year period.

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This Memorandum of Understanding may be amended or extended by written agreement of the Parties.

This Memorandum of Understanding may be terminated at any time at the discretion of either Party upon twelve months' notice in writing to the other Party.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF ENERGY
AND INFRASTRUCTURE OF ISRAEL

Name: *M. J. Allen*

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Date: *6/17/85*

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