

AGREEMENT BETWEEN THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA  
AND THE  
ISRAELI MINISTRY OF SCIENCE AND DEVELOPMENT  
IN BASIC ENERGY SCIENCES

This AGREEMENT is entered into between the Department of Energy of the United States of America ("DOE") and the Israeli Ministry of Science and Development ("MOSD") in Energy Research.

WHEREAS, representatives of the DOE and MOSD (hereinafter called the "Parties") have discussed cooperation in the field of energy research and have concluded that cooperative activities should be continued;

WHEREAS, the Parties have concluded further that it would be beneficial to both countries to cooperate in energy research; and

The Parties recognize that it would be beneficial to both countries to identify ongoing projects of mutual interest in energy research in each country, whose objectives could be enhanced and accelerated by means of joint cooperation.

Therefore, the Parties wish to establish this Agreement for cooperative joint projects and other cooperative activities in energy research.

ARTICLE 1

Cooperative activities undertaken pursuant to this Agreement shall be subject to a written agreement set forth in an Annex hereto between the Parties, except as specified below, and may include the following forms:

1. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors for agreed periods.

2. Exchange of samples, materials, instruments and components for testing.

3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development, including data bases and computer codes.

4. Joint Research, R&D and facility projects in which the Parties agree to share the work and/or costs.

5. Other forms of cooperation as may be mutually agreed to by the Parties.

These written agreements set forth in Annexes hereto for any cooperative activities shall detail the terms and conditions of the cooperation and, where applicable, shall specify the handling and allocation of information, copyrights and invention rights.

When it is mutually agreed, organization of and participation in seminars, workshops and other meetings on specific topics and short term visits by scientists, engineers and other experts to the facilities of the Parties shall not require a written agreement.

## ARTICLE 2

Cooperation under this Agreement may include, but is not limited to, the following areas:

- A. High Energy Physics
- B. Nuclear Physics
- C. Applied Mathematical Sciences
- D. Magnetic Fusion
- E. Engineering Research
- F. Material Science
- G. Chemical Sciences
- H. Earth Sciences
- I. Health and Environmental Sciences

## ARTICLE 3

1. A Joint Scientific Committee (JSC) is hereby established to oversee the implementation of activities under this Agreement. The JSC shall consist of up to six members, half of whom shall be appointed by each Party. The JSC shall meet (at least) once a year at agreed times and places. The head of the delegation of the receiving party shall act as Chairman during meetings of JSC. Minutes of all meetings shall be kept and approved.

2. At its meetings, the JSC shall evaluate the status of joint activities from the technical, administrative and financial standpoints, and the projections for these and any new joint activities. Recommendations of the JSC shall be entered into the minutes of the meeting. The JSC may establish criteria and procedures for its operation including consideration of new joint activities. When mutually agreed, the Parties shall enter into Annexes covering these joint activities in accordance with Article 1 of this Agreement.

3. For periods between meetings of the JSC, each Party shall appoint a Program Coordinator to act on behalf of the Party in all administrative matters concerning cooperation under the Agreement and Annexes hereto. In addition, each Party shall appoint technical coordinators in areas of cooperation set forth in Article 2 of this Agreement to act on behalf of the Party in all technical matters concerning cooperation under the Agreement and Annexes hereto.

#### ARTICLE 4

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

#### ARTICLE 5

1. The Parties shall set forth in each Annex to this Agreement the financial terms and conditions, including the budget and the funding responsibilities of each Party, for the activities of each Annex. All other costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

2. It is understood that the ability of the Parties to carry out their obligations under this Agreement, and any Annexes thereto, or any other related agreement, is subject to the availability of appropriated funds.

#### ARTICLE 6

The provisions of this Agreement or any Annex hereto shall not affect the rights or duties of either Party under its other

agreements or arrangements with other governments, government agencies or persons. This Agreement or any Annex hereto 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 and regulations of each country.

#### ARTICLE 7

1. This Agreement shall enter into force upon signature of both Parties, shall continue in force for a five-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 Agreement, the nature of either Party's energy programs should change substantially, either Party shall have the right to request revisions in the scope and/or terms of this Agreement or Annexes hereto.

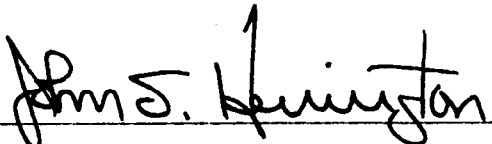
#### ARTICLE 8

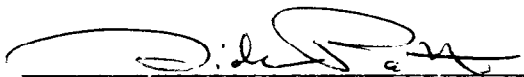
1. This Agreement may be terminated at any time at the discretion of either Party, upon one year's advance notification in writing by the Party seeking to terminate this Agreement. The termination shall not affect the carrying out of any project undertaken under an Annex and not fully executed at the time of the termination of this Agreement.

2. Any Annex under this Agreement may be terminated at the discretion of either Party, upon six months advance notification in writing by the Party seeking such termination. 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.

3. This Agreement may be extended by mutual agreement of the two Parties.

Done at Jerusalem in duplicate the 27th  
day of May, 1987.

  
FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF  
AMERICA

  
FOR THE MINISTRY OF SCIENCE  
AND DEVELOPMENT OF ISRAEL