

ANNEX I
TO THE AGREEMENT BETWEEN THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND THE
MINISTRY OF SCIENCE AND DEVELOPMENT OF ISRAEL
IN ENERGY RESEARCH
EXCHANGE OF INFORMATION AND PERSONNEL

WHEREAS, the Department of Energy of the United States of America (hereinafter referred to as "DOE") and the Ministry of Science and Development of Israel (hereinafter referred to as "MOSD") have entered into an Agreement in Energy Research signed in Jerusalem, on May 27th of 1987 (hereinafter referred to as "the Agreement"),

WHEREAS, DOE and MOSD (hereinafter referred to as the "Parties") recognize that exchange of information and personnel is of mutual interest to both countries;

Therefore, the Parties agree as follows:

ARTICLE 1

Scope

1. The Parties shall exchange 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. Each Party shall be solely responsible for all research, development, analysis, design and experimental activities carried out under the Annex at its facilities or the facilities of its contractors. This Annex shall not cover exchanges under any other Annex.

2. The Parties or its prime or subcontractors shall exchange, on a current basis, scientific and technical information, and results and methods of research and development in accordance with Article 3 of this Annex.

3. Exchange of information and personnel under this Annex may be in any of the areas of cooperation listed in Article 2 of the Agreement.

ARTICLE 2

Exchange of Personnel

1. Whenever an assignment of personnel is contemplated under this Annex, each Party shall ensure that qualified staff are selected for the assignment.

2. Each such assignment of personnel shall be the subject of a separate assignment arrangement between the Parties or between their contractors, subject in each case to the approval of DOE and MOSD.

3. Each Party shall be responsible for salaries, insurance, travel, living expenses and other allowances to be paid to its assigned personnel, unless otherwise agreed in the separate assignment agreement.

4. The receiving Party shall assist in arranging for accommodations for assigned personnel and their families.

5. The receiving Party shall assist assigned personnel and their families as regards administrative formalities.

6. The assigned personnel shall conform to the general rules of work and safety regulations in force at the laboratory to

which assigned, or as agreed in the separate assignment arrangements.

7. Assigned personnel shall be given necessary assistance by the Receiving Party for the execution of their research and other activities under this Annex.

ARTICLE 3

Exchange of Information

1. General

The Parties agree that information provided, exchanged or arising under this Annex may be given wide distribution, subject to obligation hereinafter to protect pre-existing proprietary information, copyright restrictions, and the provisions of Article 4. Such information may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.

2. Use of Proprietary Information

A. Definition as used in this Agreement:

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided, exchanged, or arising under this Annex.

(ii) The term "proprietary information" means 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.

(iii) The term "receiving Party" as used in this Article means the Party receiving information.

B. Procedures

It will be the responsibility of the Party providing the information to identify information it furnishes which qualifies as proprietary information under paragraph 2.A(ii) and ensure it is appropriately marked in accordance with paragraph C(i) of this Article 3. Whenever proprietary information is orally communicated 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 3, 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 3, it shall immediately notify the other Party.

C. Handling

- (i) 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 Science and Development 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."

- (ii) Proprietary information shall not be disseminated by the receiving Party except to:
 - (a) Persons within or employed by the Receiving Party and other concerned Government departments and agencies in the country of the Receiving Party; and
 - (b) 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 C(i) of this Article 3. 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.

- (iii) With the prior written consent of the Party receiving proprietary information under this Annex, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii).

ARTICLE 4

Patents

1. With respect to any invention or discovery made or conceived in the course of or under this Annex by personnel of one Party (Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:

A. The Receiving Party shall acquire all right, title and interest in and to any invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the Assigning Party, its Government, and its nationals designated by it, in all such countries.

B. The Assigning Party shall acquire all right, title and interest in and to any invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the Receiving Party, its Government, and its nationals designated by it, in all such countries.

2. Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by the Parties until a patent application has been filed in either country of the Parties; provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of reporting of the invention. It shall be the

responsibility of the Party reporting the invention to mark appropriately reports which disclose intentions that have not been appropriately protected by the filing of a patent application.

3. Each Party shall, without prejudice to any rights of inventors under its national laws, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of this Article and Article 5.

ARTICLE 5 Copyrights

Copyrights of the Parties shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Article 3 above owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce or translate copyrighted material.

ARTICLE 6 Disclaimer

The application or use of any information exchanged under this Annex shall be the responsibility of the Party receiving it, and the other Party does not warrant the suitability of such information for any particular use or application.

ARTICLE 7 Management

Activities conducted under this Annex shall be reported to the Program Coordinator appointed under Article 3.3 of the Agreement.

ARTICLE 8
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.

ARTICLE 9
Appropriated Funds

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

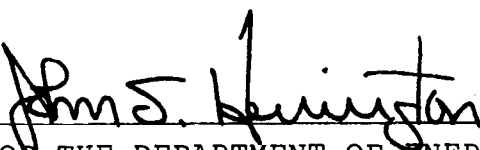
ARTICLE 10
Terms

(a) This Annex 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.

(b) In the event that, during the period of this Annex, the nature of either Party's energy programs should change substantially, either Party shall have the right to request revision in the scope and/or terms of this Annex.

(c) This Annex 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 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 Jerusalem in duplicate 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