

ISRAEL

Environmental Cooperation

*Memorandum of understanding signed at Jerusalem February 20,
1991;
Entered into force February 20, 1991.*

MEMORANDUM OF UNDERSTANDING BETWEEN THE
ENVIRONMENTAL PROTECTION AGENCY OF THE UNITED
STATES OF AMERICA AND THE MINISTRY OF THE
ENVIRONMENT OF ISRAEL CONCERNING COOPERATION IN
THE FIELD OF ENVIRONMENTAL PROTECTION

ARTICLE I

The Environmental Protection Agency of the United States of America (hereinafter referred to as the "EPA") and the Ministry of the Environment of Israel (hereinafter referred to as the "Ministry") hereby agree to enter into a program of scientific and technical cooperation with regard to the protection of the environment according to the procedures established in this Memorandum of Understanding (hereinafter referred to as the "Memorandum"). Such cooperation will proceed on the basis of equality, reciprocity and mutual benefit. The purpose of the Memorandum is to establish a framework to encourage and increase cooperative activities between EPA and the Ministry (hereinafter referred to as the "Parties") regarding the protection of the environment.

ARTICLE II

Cooperative activities between the Parties under the Memorandum may consist of exchanges of scientific and technical information; exchange visits of scientific personnel; cooperation in the holding of scientific symposia and workshops cooperative research projects concerning problems of common interest that fall within the scope of the Parties' national programs; and such other cooperative activities as are mutually agreed upon. The terms of such cooperative activities shall be established through an exchange of letters between the appropriate officials of EPA and of the Ministry.

The Parties may utilize, as is appropriate and mutually acceptable, the services of other government agencies, universities, organizations and institutions of both countries in order to develop and conduct the cooperative programs. Technical experts from third countries or international organizations may also be invited to participate, providing that each of the Parties concurs.

ARTICLE III

Unless otherwise agreed upon by the Parties, there shall be no exchange of funds, each side providing resources adequate to carry out its activities under the Memorandum. It is expressly understood that the ability of each side to carry out cooperative activities under the Memorandum is subject to the availability of appropriated funds.

ARTICLE IV

All cooperative activities conducted under the Memorandum shall be subject to the respective applicable national laws and regulations.

ARTICLE V

The Assistant Administrator for International Activities of EPA, or his designee, and the Director General of the Ministry, or his designee, shall be responsible for the management of the cooperative activities conducted under the Memorandum. They shall jointly undertake periodic reviews of such activities, addressing, in addition, future policy direction and research plans.

ARTICLE VI

To the extent feasible and permitted by their national laws, the Parties shall facilitate the granting of visas and other clearances necessary for personnel and equipment to enter into and exit from their respective territories for purposes of undertaking cooperative activities under the Memorandum.

ARTICLE VII

Protection of intellectual property and rights thereto will be as set forth in Annex I appended hereto, which forms an integral part of the Memorandum.

ARTICLE VIII

Reciprocal security obligations related to cooperative activities under this Memorandum shall be observed in accordance with the provisions of Annex II appended hereto, which forms an integral part of the Memorandum.

ARTICLE IX

The Memorandum shall enter into force upon signature and shall remain in force for five years. It shall be automatically renewed for further five-year periods unless either party notifies the other three months prior to the expiration of one of those five-year periods of its desire that the Memorandum be terminated. The Memorandum also may be terminated by either Party upon three months' notice to the other Party. The termination of the Memorandum shall not affect the validity of any arrangements initiated under its provisions, but not yet completed at the time of termination.

ARTICLE X

The Memorandum may be amended at any time by mutual written agreement of the Parties.

Done at Jerusalem, in duplicate, in the English language, this twentieth day of February, 1991.

For the Environmental
Protection Agency of the
United States of America

William A. Brown
Ambassador of the
United States of America

For the Ministry of the
Environment of Israel

Yitzhak Shamir
Prime Minister of Israel

ANNEX I

INTELLECTUAL PROPERTY RIGHTS

I. GENERAL

A. For the purposes of this Memorandum, “Intellectual Property” shall have the meaning found in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.¹

B. The Parties shall ensure, through their respective laws and the provisions of this Annex, adequate and effective legal protection for intellectual property created or furnished in the course of cooperation under the Memorandum and relevant implementing arrangements thereunder.

C. This Annex addresses the allocation of intellectual property rights as between the Parties. As between a Party and its own participants, the ownership of rights and interests in intellectual property shall remain in accordance with that Party’s national laws and practices. Recognizing that, under such national laws and practices, intellectual property rights may belong to individuals or other legal persons other than the Parties, each Party shall, through contracts or other legal means, obtain the rights necessary to fulfill the terms of this Annex.

II. COPYRIGHTS

A. The Parties shall take all necessary steps in accordance with their respective national laws and the applicable international agreements to which both countries are Parties to secure copyrights to original works created in the course of cooperation under the Memorandum.

B. In the case of scientific and technical articles, reports, and books created in the course of cooperation under the Memorandum, each Party shall enjoy in its own country a non-exclusive, irrevocable, royalty-free license to produce, sell, translate, reproduce, and publicly distribute copies of such aforementioned original works, or any part or parts thereof, and to authorize others to exercise the rights vested in the Party by this license in its own country. Each Party is entitled to a similar license in third countries upon delivery of prior written notice to that effect to the other Party.

C. With respect to other copyrighted works, including computer programs or software:

1. If a work is created in the course of a program of cooperative activity that involves only the transfer or exchange of information

¹ TIAS 6932; 21 UST 1749.

between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers:

- a. The Party whose participant creates the work ("the creating Party") has the right to obtain all rights and interests in the work in all countries in accordance with applicable national laws of such countries and
 - b. In any country where the creating Party decides not to obtain such rights and interests, the other Party has the right to do so;
2. If a work is created by the participant of one Party ("the assigning Party") while assigned to the other Party ("the receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:
 - a. The receiving Party has the right to obtain all rights and interests in the work in all countries in accordance with applicable national laws of such countries; and
 - b. In any country where the receiving Party decides not to obtain such rights and interests, the assigning Party has the right to do so;
 3. If a work is created through other forms of cooperation, such as a joint research project with an agreed scope of work (including the case where a work created through a joint research project falls outside the agreed scope of work), each Party has the right to obtain in its own country all rights and interests in the work, whereas the Party in whose country the work was created has first option to secure legal protection of that work in third countries, as well as the right to license or transfer such rights and interests in third countries;
 4. Notwithstanding paragraph 3 above, if a work is created through other forms of cooperation, such as a joint research project with an agreed scope of work, and it is specifically provided in a particular implementing arrangement that the participants expect that works resulting from cooperation will be developed under the Memorandum for utilization or commercialization, each Party has the right to obtain in its own country all rights and interests in the work, and the implementing arrangement will contain an agreed allocation of rights in third countries.

D. A Party receiving rights under the Memorandum to copyrighted works which contain confidential information shall also protect such information in accordance with Article IV of this Annex.

III. INVENTIONS

A. For the purposes of this Annex, "invention" means any invention made in the course of a program of cooperative activity under the Memorandum which is or may be patentable or otherwise protectable under the laws of the United States of America, Israel, or any third country. An invention "made" means one conceived or first actually reduced to practice.

B. If an invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the parties, such as by joint meetings, seminars, or the exchange of technical reports or papers:

1. The Party whose participant makes the invention ("the inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries; and
2. In any country where the inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

C. If an invention is made by the participant of one Party ("the assigning Party") while assigned to the other Party ("the receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

1. The receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries; and
2. In any country where the receiving Party decides not to obtain such rights and interests, the assigning Party has the right to do so.

D. If any invention is made through other forms of cooperation, such as a joint research project with an agreed scope of work (including the case where an invention made through a joint research project falls outside the agreed scope of work), each Party has the right to obtain in its own country all rights and interests in the invention, whereas the Party in whose country the invention was made has first option to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries.

E. Notwithstanding paragraph D above, if an invention is made through other forms of cooperation, such as a joint research project with an agreed scope of work, and it is specifically provided in a particular implementing arrangement that the participants expect that inventions resulting from cooperation will be developed under the Memorandum for utilization or commercialization, each Party has the right to obtain in its own country all rights and interests in the invention, and the implementing arrangement will contain an agreed allocation of rights in third countries.

F. Notwithstanding paragraphs B through E above, if an invention is of a type for which exclusive rights are available under the laws of one country but not of the other country, the Party or participant from the country whose laws provide for exclusive rights shall be entitled to an assignment of all such rights worldwide.

IV. CONFIDENTIAL INFORMATION

A. For the purposes of this Annex, “confidential information” means information of a confidential nature that meets all of the following conditions:

1. It is of a type customarily held in confidence for commercial reasons;
2. It is not generally known or publicly available from other sources;
3. It has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
4. It is not already in the possession of the recipient party without an obligation concerning its confidentiality.

B. The Parties do not expect that any confidential information will be furnished or created in the course of cooperation under the Memorandum. However, if such information is furnished or created, the Parties shall protect such information as confidential information in accordance with their respective laws, regulations, and administrative practices.

C. Information to be protected as confidential information shall be identified as such by the side furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties’ respective laws, regulations, and administrative practices. Subject to such laws, regulations, and administrative practices, unidentified information will be assumed not to be information to be protected, except that one party may notify the other Party in writing within a reasonable period of time after furnishing such information that such information is confidential information under the laws, regulations, and administrative practices.

tices of its own country. Such information will thereafter be protected in accordance with paragraph B above.

V. OTHER FORMS OF INTELLECTUAL PROPERTY

“Other forms of intellectual property” means any intellectual property protectable in accordance with the laws, regulations, and administrative practices of either Party or any third country other than those forms described in Articles II and III above and includes, for example, industrial designs and models and semiconductor circuit topographies. Rights to other forms of intellectual property shall be determined in the same manner as for inventions, as set forth in Article III of this Annex. If a subject matter that is invented or created in the course of a program of cooperative activity under the Memorandum is of a type for which protection is available under the intellectual property laws of one Party but not of the other Party, the Party whose laws provide for such protection shall be entitled to an assignment of all such rights worldwide.

VI. MISCELLANEOUS

A. Each Party and each cooperating organization shall take all necessary and appropriate steps to provide for the cooperation of its authors and inventors that is required to carry out the provisions of this Annex.

B. Each Party shall pay to its participants such awards or compensation as may be required in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention. If a Party does not intend either to exercise its rights to intellectual property or to transfer such rights to a third party, it shall, if required by its national laws, transfer such rights to the author or inventor of such intellectual property.

C. The Parties shall disclose to each other any intellectual property arising in the course of a program of cooperative activity and furnish to each other any documentation and information necessary to enable them to secure any rights to which they may be entitled. The Parties may ask each other in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of the disclosure of the intellectual property. Communications shall be through the Parties to the applicable implementing arrangement.

VII. RESOLUTION OF DISPUTES

Intellectual property disputes arising under the Memorandum should be resolved, if possible, through discussions between the concerned cooperating organizations. If the cooperating organizations cannot resolve a dispute, it shall be settled through consultations between the Parties or their designees.

VIII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of the Memorandum shall not affect rights or obligations under this Annex.

IX. APPLICABILITY

This Annex shall apply to any implementing arrangements or other cooperative activities under the Memorandum, except as may be specifically provided otherwise with respect to any or all provisions of this Annex in individual implementing arrangements.

ANNEX II

SECURITY OBLIGATIONS

I. PROTECTION OF INFORMATION OR EQUIPMENT

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Memorandum. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to the Memorandum, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. TRANSFER OF INFORMATION OR EQUIPMENT

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under the Memorandum. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements.