

AGREEMENT

on scientific and technical cooperation between the European Community and the State of Israel

THE COUNCIL OF THE EUROPEAN UNION, acting on behalf of the European Community (hereinafter 'the Community'),

of the one part, and

THE GOVERNMENT OF THE STATE OF ISRAEL, acting on behalf of the State of Israel (hereinafter 'Israel'),

of the other part,

hereinafter referred to as the 'Parties',

CONSIDERING the importance of scientific and technical research for Israel and the Community and their mutual interest in cooperating in this matter in order to make better use of resources and avoid unnecessary duplication;

WHEREAS Israel and the Community are currently implementing research programmes in fields of common interest;

WHEREAS Israel and the Community have an interest in cooperating on these programmes to their mutual benefit;

CONSIDERING the interest of both Parties in encouraging the mutual access of their research entities to research and development activities in Israel on the one hand, and to the Community's framework programmes for research and technological development on the other;

WHEREAS, for this purpose, it is desirable that a framework be established to encompass the full extent of cooperation between Israel and the Community in the field of research;

WHEREAS the State of Israel, on the one hand, and the European Community and its Member States, on the other hand, have negotiated an agreement providing for the negotiation of a cooperation agreement in the field of science and technology;

WHEREAS, by Decision No 1110/94/EC, the European Parliament and the Council of the European Union adopted a Framework Programme of European Community activities in the field of research and technological development and demonstration (1994-1998), hereinafter called the 'Fourth Framework Programme');

WHEREAS, without prejudice to the relevant provisions of the Treaty instituting the European Community, this Agreement and any activities entered into under it will in no way affect the powers vested in the Member States to undertake bilateral activities with Israel in the fields of science, technology, research and development, and to conclude, where appropriate, agreements to that end,

HAVE AGREED AS FOLLOWS:

Article 1

1. Research entities established in Israel may participate in all the specific programmes of the Fourth Framework Programme.

2. Israeli scientists or research entities may participate in the activities of the Joint Research Centre.

3. Research entities established in the Community may participate in research programmes and projects in Israel in themes equivalent to those of the programmes of the Fourth Framework Programme.

4. 'Research entities' as referred to in this Agreement, shall include inter alia: universities, research

organizations, industrial companies, including small and medium-sized enterprises, or individuals.

Article 2

Cooperation may take the following forms:

- participation of research entities established in Israel in the implementation of all specific programmes adopted under the Fourth Framework Programme, in accordance with the terms and conditions laid down in the 'rules for the participation of undertakings, research centres and universities in research, technological development and demonstration activities of the European Community',
- financial contribution by Israel to the budgets of the programmes adopted for the implementation of the Fourth Framework Programme on the basis of the ratio of Israel's GDP to that of the Member States of the European Union,
- participation of research entities established in the Community in Israeli research projects and their results, in accordance with the terms and conditions applying in Israel in every case; research entities established in the Community participating in Israeli research projects within research and development programmes shall cover their own costs, including their relative share of the project's general management and administrative costs,
- regular discussions on the orientations and priorities policies and planning in Israel and the Community,
- discussions on cooperation prospects and development,
- timely provision of information concerning the implementation of RTD programmes in Israel and the Community, and concerning the results of work undertaken within the framework of cooperation.

Article 3

Cooperation may be achieved by the following means:

- participation in Community programmes or subprogrammes or joint research activities, and notably in shared costs research contracts, concerted actions, coordination activities, including thematic networks, education and training activities, studies and assessments,
- joint meetings,
- visits and exchanges and research workers, engineers and technicians,
- regular, sustained contacts between programme or project managers,

— participation of experts in seminars, symposia and workshops.

Article 4

Cooperation may be adapted and developed at any time by mutual agreement between the Parties.

Article 5

Research entities established in Israel, participating in Community research programmes, shall, as regards ownership, exploitation and dissemination of information and intellectual property arising from such participation, have the same rights and obligations as those of research entities established in the Community, subject to Annex A.

Research entities established in the Community, taking part in Israeli research projects within research and development programmes, shall, as regards ownership, exploitation and dissemination of information and intellectual property arising from such participation, have the same rights and obligations as those of Israeli research entities in the project in question, subject to Annex C.

Article 6

A joint committee shall be established, to be called the 'EC-Israel Research Committee', whose functions shall include:

- reviewing and evaluating the implementation of this Agreement,
- examining any measure of a nature to improve and develop cooperation,
- regularly discussing the future orientations and priorities of research policies and research planning in Israel and the Community, and the prospects for future cooperation,
- ensuring the proper implementation of this Agreement.

The committee, which shall be composed of representatives of the Commission and of Israel, shall adopt its rules of procedure.

It shall meet, at the request of the Parties, at least once a year. Extraordinary meetings shall be held at the request of one or the other of the Parties.

Article 7

1. Excluding the first budgetary year of implementation of the Community's Fourth Framework Programme (hereinafter 'the first year'), Israel's financial contribution deriving from participation in the implementation of the specific programmes shall be established in proportion to,

and in addition to, the amount available each year in the general budget of the Communities for commitment appropriations to meet the Commissions's financial obligations stemming from work to be carried out in the forms necessary for the implementation, management and operation of these programmes.

2. The proportionality factor governing Israel's contribution shall be obtained by establishing the ratio between Israel's gross domestic product, at market prices, and the sum of gross domestic products, at market prices, of the Member States of the European Union. This ratio shall be calculated on the basis of the latest statistical data from the International Bank for Reconstruction and Development, available at the time of publication of the preliminary draft budget of the European Communities.

3. The rules for financial participation by the Community are set out in Annex IV of Decision No 1110/94/EC of the European Parliament and of the Council, of 26 April 1994.

4. The rules governing Israel's financial contribution are set out in Annex B.

Article 8

1. Israeli representatives will participate in the programme management committees of the Fourth Framework Programme. These committees shall meet without the presence of Israeli representatives at the time of voting and otherwise only in special circumstances. Israel will be informed.

2. Participation as referred to in paragraph 1 of this Article shall take the same form, including procedures for receipt of information and documentation, as that applicable to participants from Member States.

Article 9

1. Without prejudice to the provisions of Article 5, research entities established in Israel participating in the Fourth Framework Programme shall have the same contractual rights and obligations as entities established in the Community, taking into account the mutual interests of the Community and Israel.

2. For Israeli research entities, the terms and conditions applicable for the submission and evaluation of proposals and those for the granting and conclusion of contracts under Community programmes shall be the same as those applicable for contracts concluded under the same programmes with research entities in the Community, taking into account the mutual interests of the Community and Israel.

3. Israeli experts shall be taken into consideration, alongside Community experts, in the selection of evaluators or referees under the Community's RTD programmes.

4. The financial coordinator of a project involving partners from both Israel and the Community must be established in a Member State of the European Union or in the EFTA State, Contracting Party to the Agreement on the European Economic Area. The scientific coordinator of such a project may be established in Israel.

5. Without prejudice to the provisions of Article 5, research entities established in the Community participating in Israeli research projects within research and development programmes shall have the same contractual rights and obligations as Israeli entities, subject to Annex C, taking into account the mutual interests of the Community and Israel.

6. For research entities from the Community, the terms and conditions applicable for the submission and evaluation of proposals and those for the granting and conclusion of contracts for projects within Israeli and development programmes shall be equivalent to those applicable for contracts concluded under the same research and development programmes with research entities in Israel, subject to Annex C, taking into account the mutual interests of the Community and Israel.

Article 10

Each Party undertakes, in accordance with its own rules and regulations, to facilitate the movement and residence of research workers participating, in Israel and in the Community, in the activities by this Agreement.

Article 11

Annexes A, B and C form an integral part of this Agreement.

Article 12

1. This Agreement is hereby concluded for the duration of the Fourth Framework Programme.

2. Subject to paragraph 1, either of the Contracting Parties may terminate this Agreement at any time upon twelve months' notice. Projects and activities in progress at the time of termination and/or expiry of this Agreement shall continue until their completion under the conditions laid down in this Agreement.

3. Should the Community decide to revise one or more Community programmes, this Agreement shall may be terminated under mutually agreed conditions. Israel shall

be notified of the exact content of the revised programmes within one week of their adoption by the Community. The Parties shall notify one another, within one more after the adoption of the Community decision, of any intention to terminate this Agreement.

4. Where the Community adopts a new multi-annual framework programme for research and development, this Agreement may be renegotiated or renewed under mutually agreed conditions.

Article 13

This Agreement shall be approved by the Parties in accordance with their existing procedures.

It shall enter into force on the date on which the Parties shall notify each other of the completion of the procedures necessary for this purpose.

Article 14

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the State of Israel.

Article 15

This Agreement is drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish, Swedish and Hebrew languages, each of these texts being equally authentic.

Hecho en Bruselas, el veinticinco de marzo de mil novecientos noventa y seis.

Udfærdiget i Bruxelles, den femogtyvende marts nitten hundrede og seksoghalvfems.

Geschehen zu Brüssel am fünfundzwanzigsten März neunzehnhundertsechsunneunzig.

Έγινε στη Βρυξέλλες, στις είκοσι πέντε Μαρτίου χίλια εννιακόσια ενενήντα έξι.

Done at Brussels on the twenty-fifth day of March in the year one thousand nine hundred and ninety-six.

Fait à Bruxelles, le vingt-cinq mars mil neuf cent quatre-vingt-seize.

Fatto a Bruxelles, addì venticinque marzo millenovecentonovantasei.

Gedaan te Brussel, de vijfentwintigste maart negentienhonderd zesennegentig.

Feito em Bruxelas, em vinte e cinco de Março de mil noventa e seis.

Tehty Brysselissä kahdentenakymmenentenäviidentenä päivänä maaliskuuta vuonna tuhatyhdeksänsataayhdeksänkymmentäkuusi.

Som skedde i Bryssel den tjugofemte mars nittonhundranittiosex.

נעשה בכריסל ביום ה' לחדש ניסן התשנ"ו, שהוא יום 25

לחדש מרס אלף תשע מארת השעים ושש.

Por la Comunidad Europea

For Det Europæiske Fællesskab

Für die Europäische Gemeinschaft

Για την Ευρωπαϊκή Κοινότητα

For the European Community

Pour la Communauté européenne

Per la Comunità europea

Voor de Europese Gemeenschap

Pela Comunidade Europeia

Euroopan yhteisön puolesta

På Europeiska gemenskapens vägnar

Sigis Sabini
Edith Cresson

בשם ממשלת מדינת ישראל

Opraim Halevy *יופראים הלוי*

ANNEX A

PRINCIPLES ON THE ALLOCATION OF INTELLECTUAL PROPERTY RIGHTS

I. Ownership, allocation and exercise of rights

1. The contractual arrangements agreed on by the participants under the rules set out to implement Article 130j of the Treaty establishing the European Community, shall address, in particular, the ownership and use, including publication, of information and intellectual property (IP) to be created in the course of joint research, taking into account the aims of the joint research, the relative contributions of the participants, the advantages and disadvantages of licensing by territory or for fields of use, requirements imposed by applicable laws, dispute settlement procedures, and other factors deemed appropriate by the participants. The rights and obligations concerning the research generated by visiting researchers, if any, in respect of IP shall also be addressed in the said arrangements.
2. In the implementation of this Agreement, as regards participation in the Fourth Framework Programme, information and IP shall be exploited in conformity with the mutual interests of the Community and Israel, and the contractual arrangements shall provide accordingly. In the case of information and IP generated in the execution of a project pursuant to the Fourth Framework Programme, the contractual arrangements shall provide also for the rights specified in Article 5 of the Agreement to be granted only concerning information and IP arising after the effective date of Israel's financial contribution.
3. Information or IP created in the course of joint research and not addressed in the contractual arrangements shall be allocated, according to the principles set out in the contractual arrangements, including dispute settlement. Where no binding decision is reached by the agreed dispute resolution technique chosen by participants, such information or IP shall be owned jointly by all the participants involved in the joint research from which the information or IP results. Failing agreement on exploitation, each participant to whom this provision applies, shall have the right to use such information or IP for his own commercial exploitation with no geographical limitation.
4. Each Party shall ensure that the other party and its participants may have the rights to IP allocated in accordance with the principles set out in Section I of this Annex
5. While maintaining the conditions of competition in areas affected by the Agreement, each Party shall endeavour to ensure that rights acquired pursuant to this Agreement and arrangements made under it are exercised in such a way as to encourage in particular:
 - (i) the dissemination and use of information created, disclosed, or otherwise made available, under the Agreement; and
 - (ii) the adoption and implementation of international standards.

II. International conventions

IP belonging to the Parties or to their participants shall be accorded treatment consistent with the relevant international conventions, including the Trips Agreement of the GATT-WTO, the Berne Convention (Paris Act 1971), and the Paris Convention (Stockholm Act 1967).

ANNEX B

FINANCIAL RULES GOVERNING THE FINANCIAL CONTRIBUTION OF ISRAEL REFERRED TO
IN ARTICLE 7 OF THIS AGREEMENT

1. Determination of the financial participation

1.1. The Commission of the European Communities shall communicate to Israel, and shall inform the EC-Israel Research Committee, together with relevant background material, as soon as possible, and at the latest on 1 September, of each financial year:

- (a) the amounts in commitment appropriations, in the statement of expenditure of the preliminary draft budget of the European Communities corresponding to the Fourth Framework Programme;
- (b) the estimated amount of the contributions derived from the preliminary draft budget, corresponding to the participation of Israel in the Fourth Framework Programme.

Nonetheless, in order to facilitate internal budgetary procedures, the Commission services shall provide corresponding indicative figures at the latest on 30 May of each year.

1.2. As soon as the general budget has been finally adopted the Commission shall communicate to Israel the above amounts in the statement of expenditure corresponding to the participation of Israel.

2. Payment procedures

2.1. The Commission shall issue, at the latest on 1 January and 15 June of each financial year, a call for funds to Israel corresponding to its contribution under this Agreement. These calls for funds shall provide, respectively, for the payment:

- of six-twelfths of Israel's contribution not later than 20 January,
- and six-twelfths of its contribution not later than 15 July.

However, the six-twelfths, to be paid not later than 20 January are calculated on the basis of the amount set out in the statement of revenue of the preliminary draft budget: the regularization of the amount thus paid shall occur with the payment of the six-twelfths not later than 15 July.

2.2. The contributions of Israel shall be expressed and paid in ECUs.

2.3. Israel shall pay its contribution under this Agreement according to the schedule in paragraph 2.1 above. Any delay in payment shall give rise to the payment of interest at a rate equal to the one-month interbank offered rate (IBOR) in ECU as quoted by the International Swap Dealers' Association on the page ISDA of Reuters. This rate shall be increased by 1,5 % for each month of delay. The increased rate shall be applied to the entire period of delay. However, the interest shall be due only if the contribution is paid more than thirty days after the scheduled payment dates mentioned in paragraph 2.1 above.

2.4. Travel costs incurred by Israeli representatives and experts for the purposes of taking part in the work of the committees referred to in Articles 8 and 9 of this Agreement and those involved in the implementation of the Fourth Framework Programme shall be reimbursed by the Commission on the same basis as and in accordance with the procedures currently in force for the representatives and experts of the Member States of the European Union.

3. Conditions for the implementation

3.1. The financial contribution of Israel to the Fourth Framework Programme in accordance with Article 7 of the Agreement shall normally remain unchanged for the financial year in question.

3.2. The Commission, at the time of the closure of the accounts relating to each financial year (n), within the framework of the establishment of the revenue and expenditure account, shall proceed to the regularization of the accounts with respect to the participation of Israel, taking into consideration modifications which have taken place, either by transfer, cancellations, carry-overs, decommitments, or by supplementary and amending budgets during the financial year. This regularization shall occur at the time of the second payment for the year n+1. Further regularizations shall occur every year until July 2002.

Payments by Israel shall be credited to the Community programmes as budget receipts allocated to the appropriate budget heading in the statement of revenue of the general budget of the European Communities.

The financial regulation applicable to the general budget of the European Communities shall apply to the management of the appropriations.

4. Information

At the latest on 31 March of each financial year (n+1), the statement of appropriations for the Fourth Framework Programme related to the previous financial year(n), shall be prepared and transmitted to Israel for information, according to the format of the Commission's revenue and expenditure account.

ANNEX C

1. The participation of research entities established in the Community in projects of Israeli research and development programmes shall require the joint participation of at least one Israeli research entity. Proposals for such participation shall be submitted jointly with the Israeli research entity/ies.
 2. The rights and obligations of research entities established in the Community participating in Israeli research projects within research and development programmes, and the terms and conditions applicable for the submission and evaluation of proposals and for the granting and conclusion of contracts in such projects, shall be subject to Israeli laws, regulations and government directives governing the operation of research and development programmes, as well as national security constraints where applicable, as applicable to Israeli participants and assuring equitable treatment, taking into account the nature of the cooperation between Israel and the Community in this field.
 3. Depending on the nature of the project, proposals may be submitted to:
 - (i) the Office of the Chief Scientist in the Ministry of Industry and Trade. Except for projects in the field specified in (ii) below, there are no predefined fields for projects in this research and development programme. Projects may be submitted in any field of industrial research and development;
 - (ii) the Office of the Chief Scientist in the Ministry of Industry and trade for proposals in the fields of pre-industrial projects within the framework of academic institutions;
 - (iii) the Ministry of Science and the Arts, for strategic research in the fields of Electro-optics, Micro-electronics, Biotechnology, Information Technology;
 - (iv) the Ministry of Agriculture — The Fund for the Encouragement of Agricultural Research;
 - (v) the Ministry of Energy in the fields of Energy and Earth Sciences;
 - (vi) the Ministry of Health in the field of medical research.Israel shall regularly inform the Community and Israeli research entities of current Israeli programmes and participation opportunities for research entities established in the Community.
 4. Any contractual arrangements between research entities established in the Community and Israeli entities, and/or between research entities established in the Community and Israeli government bodies shall take account of the provisions of this Annex.
-

JOINT DECLARATION

On the occasion of the signing of the Agreement on scientific and technical cooperation the European Community and the State of Israel hereby confirm that the reference in Annex A, point I,1 to 'the rules set out to implement Article 130j of the Treaty establishing the European Community' makes the possible access by Israeli or Community entities to results emanating from projects pursuant to other international agreements to which either the Community or Israel are a party, contingent upon agreement of the other party or parties to such other international agreements.

Hecho en Bruselas, el veinticinco de marzo de mil novecientos noventa y seis.

Udfærdiget i Bruxelles, den femogtyvende marts nitten hundrede og seksoghalvfems.

Geschehen zu Brüssel am fünfundzwanzigsten März neunzehnhundertsechundneunzig.

Έγινε στις Βρυξέλλες, στις είκοσι πέντε Μαρτίου χίλια εννιακόσια ενενήντα έξι.

Done at Brussels on the twenty-fifth day of March in the year one thousand nine hundred and ninety-six.

Fait à Bruxelles, le vingt-cinq mars mil neuf cent quatre-vingt-seize.

Fatto a Bruxelles, addì venticinque marzo millenovecentonovantasei.

Gedaan te Brussel, de vijfentwintigste maart negentienhonderd zesennegentig.

Feito em Bruxelas, em vinte e cinco de Março de mil novecentos e noventa e seis.

Tehty Brysselissä kahdentenäkymmenentenäviidentenä päivänä maaliskuuta vuonna tuhatyhdeksänsataayhdeksänkymmentäkuusi.

Som skedde i Bryssel den tjugofemte mars nittonhundranittiosex.

נעשה בכריסל ביום ה' לחודש ניסן התשנ"ו. שהוא יום 25

לחודש מרס אלף תשע מאות תשעים ושש.

Por la Comunidad Europea
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Voor de Europese Gemeenschap
Pela Comunidade Europeia
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar

Sigis Salviati
Edith Cresson

בשם ממשלת מדינת ישראל

Opauim Halevy *אופאימ הלוי*
