

**AGREEMENT ON BILATERAL COOPERATION
IN INDUSTRIAL RESEARCH AND DEVELOPMENT
BETWEEN THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE STATE OF ISRAEL**

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE STATE OF ISRAEL, hereinafter together referred to as "the Parties";

ANIMATED by a desire on the part of both Parties to nurture and strengthen economic and commercial cooperation for peaceful purposes between Canada and Israel;

RECALLING the Memorandum of Understanding between Canada and Israel of March 31, 1992 that established the current programme of work under the Joint Economic Commission (hereinafter referred to as the "JEC");

RECOGNIZING that private sector initiatives have been the mainstay of the conduct of business between Canada and Israel in the pursuit of new export opportunities;

RECALLING the Parties' rights and obligations pursuant to international treaties and conventions relating to intellectual property to which both Canada and Israel are party, in particular the *Berne Convention for the Protection of Literary and Artistic Works* (Paris Act, 1971), the *Paris Convention for the Protection of Industrial Property* (Stockholm Act, 1967), the *Agreement on Trade Related Aspects of Intellectual Property Rights* (TRIPS);

RESOLVING to undertake a new and sustained effort to identify and facilitate the establishment of joint industrial research and development projects between Canadian and Israeli companies;

HAVE REACHED the following Agreement;

**ARTICLE 1
Objectives**

1. The Parties determine that the objectives of this Agreement are to strengthen bilateral cooperation in industrial research and development activities for peaceful purposes including the following:
 - a) Promoting the activities of their respective private sectors to increase the level of bilateral industrial research and development (R&D) joint venture cooperation;
 - b) Facilitating the identification of specific projects or partnerships between Canadian and Israeli companies that could lead to industrial R&D cooperation; and
 - c) Coordination and focusing suitable government resources and programmes to support closer commercial relations and industrial cooperation, including the establishment of a joint industrial R&D cooperation initiative.

2. The Parties have given expression to this initiative through the establishment of the Canada-Israel Industrial R&D Programme (hereinafter referred to as "CIIRD Programme").
3. The Parties shall implement the CIIRD Programme through the Canada-Israel Research and Development Foundation (CIRDF).

ARTICLE II

Industrial R&D Cooperation

The Parties shall, in order to implement the CIIRD Programme, promote and enhance all forms of private sector industrial cooperation in accordance with their respective legislation, as well as their respective economic and development policies and priorities by encouraging, supporting and facilitating;

- (a) The maintenance of a database on Canadian and Israeli companies capabilities as prospective research partners;
- (b) The exchange of information on technologies and know-how, licensing arrangements and industrial consultancy;
- (c) Contacts between respective science and technology communities;
- (d) Exchanges of views on the formulation and application of science and technology policies;
- (e) The matchmaking between Canadian and Israeli businesses in their effort to establish R&D joint ventures;
- (f) The transfer of technology through research programmes in order to promote the application, adaptation and improvement of existing and new technological products and processes.

ARTICLE III

Institutional Structure and Financing

1. Subject to the availability of appropriated funds, the CIIRD Programme shall be funded equally by the Parties on the basis of up to \$1 million CDN per year provided to the CIRDF by each Party for R&D project support and administration costs.
2. The joint Board of Directors established by the CIRDF Articles of Incorporation shall be responsible for overall management of the CIIRD Programme.
3. The Parties shall consult regularly on the implementation of this Agreement.
4. The Parties shall endeavour to facilitate the work of the CIIRD Programme, in accordance with their respective legislation.

ARTICLE IV
Fair and Equitable Treatment

Subject to its laws, regulations and policies, each Party shall accord fair and equitable treatment to the individuals, companies, government agencies and other entities of the other Party engaged in the pursuit of activities under this Agreement.

ARTICLE V
Dispute Settlement

The Parties shall endeavour, in good faith, to resolve any dispute between them arising from the interpretation or implementation of this Agreement amicably, through consultations.

ARTICLE VI
Final Provisions

1. This Agreement shall enter into force on the date of the last diplomatic note by which each Party informs the other of the completion of its relevant internal procedures.
2. Either Party may terminate this Agreement at any time by written notification to the other Party, through diplomatic channels. The Agreement shall cease to be in force six months after the date of such notification.
3. This Agreement shall remain in force for a period of five years, unless terminated by either Party.
4. This Agreement may be amended, in writing, by mutual agreement of the Parties. Any such amendment shall enter into force in accordance with the procedure set forth in paragraph (1) of this Article.
5. The amendment or termination of this Agreement shall not affect the validity of arrangements and contracts already concluded.
6. This Agreement shall not affect the rights or obligations of the Parties under other international agreements and treaties to which they are party.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in two originals at Ottawa, on this 27th day of March 2006, corresponding to the 27th day of Adar 5766, in the Hebrew calendar, in the English, French and Hebrew languages, each version being equally authentic.



**FOR THE GOVERNMENT
OF CANADA**



**FOR THE GOVERNMENT
OF THE STATE OF ISRAEL**

