

No. 46931

**Israel
and
Argentina**

Agreement between the Government of the State of Israel and the Government of the Argentine Republic on bilateral cooperation in private sector industrial research and development. Jerusalem, 16 November 2006

Entry into force: *28 January 2009 by notification, in accordance with article VIII*

Authentic texts: *English, Hebrew and Spanish*

Registration with the Secretariat of the United Nations: *Israel, 28 December 2009*

**Israël
et
Argentine**

Accord entre le Gouvernement de l'État d'Israël et le Gouvernement de la République argentine relatif à la coopération bilatérale en matière de recherche et de développement dans le secteur industriel privé. Jérusalem, 16 novembre 2006

Entrée en vigueur : *28 janvier 2009 par notification, conformément à l'article VIII*

Textes authentiques : *anglais, hébreu et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Israël, 28 décembre 2009*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE STATE OF ISRAEL
AND
THE GOVERNMENT OF THE ARGENTINE REPUBLIC
ON BILATERAL COOPERATION IN
PRIVATE SECTOR INDUSTRIAL RESEARCH AND
DEVELOPMENT

The Government of the State of Israel (hereinafter referred to as "Israel") and the Government of the Argentine Republic (hereinafter referred to as "Argentina"), hereinafter referred to as "the Parties";

DESIRING to develop and strengthen economic, industrial, technological and commercial cooperation between Israel and Argentina;

CONSIDERING the mutual interest in making progress in the fields of industrial and technological research and development and the resulting advantages for both Parties;

RECOGNIZING that the challenges of stimulating innovation and economic growth are of mutual concern to both Parties;

DESIRING to enhance their industrial competitiveness through cooperation in industrial and technological R&D and to develop and strengthen economic and commercial cooperation between them;

RESOLVING to undertake a sustained effort to promote, facilitate and support joint industrial research and development (hereinafter referred to as "R&D") projects, between businesses, corporations or entities (hereinafter referred to as the "Entities") from the two countries;

Have reached the following Agreement:

Article I Objectives

The Parties determine that the objectives of this Agreement are to:

- (a) Promote the activities of their respective public and private sectors to intensify bilateral industrial R&D cooperation;
- (b) Facilitate the identification of specific projects, partnerships or other forms of association for collaboration between Entities from Israel and from Argentina that could lead to industrial R&D cooperation;
- (c) Coordinate and focus suitable government resources and programs to support industrial cooperation and commercial exploitation of R&D project results;
- (d) Give expression to the initiative by establishing a framework for financial support under which the Parties shall support jointly approved Industrial R&D cooperation projects between Entities from the two countries leading to commercialization in the global market.

Article II Definition

For the purpose of this Agreement, "Industrial R&D" means, inter alia, research, development and demonstration activities intended to develop new products, processes or services to be commercialized in the global market.

Article III Cooperating Authorities

1. The Ministry of Industry, Trade and Labor of the State of Israel (hereinafter referred to as "MOITAL") and The Ministry of Economy and Production (hereinafter referred to as "MECON") together with the Ministry of Education, Science and Technology (hereinafter referred to as "MECT") of Argentina shall be in charge of the implementation of this Agreement and shall designate Cooperating Authorities for the purpose of implementing this Agreement.
2. The Office of the Chief Scientist of MOITAL (hereinafter referred to as the "OCS"), on behalf of Israel and the Secretary of Economic Policy of MECON and the Secretary of Science, Technology and Innovative Production of MECT, on behalf of Argentina (hereinafter referred to as "SPE/SECyT") shall be the Cooperating Authorities for implementing this Agreement. They shall be responsible for their respective costs in promoting and administering the objectives of this Agreement.

Article IV R&D Projects

1. The Parties within their competence and according to their applicable legislation, rules and mechanisms, shall facilitate, support and encourage cooperation projects in the field of technological and industrial R&D undertaken by Entities from Israel and Argentina (hereinafter the "Partners"), for joint development and subsequent joint management and marketing of products or processes based on new innovative technologies to be commercialized in the global market (hereinafter referred to as the "Projects").
2. Each Partner to the Project will be subject to the provisions of its own domestic laws, regulations and procedures with respect to assistance and funding of research and development provided by its own government, including the level of support and the terms and conditions under which that support may be provided and, if applicable, the obligation to pay royalties.
3. The facilitation and stimulation of the cooperation Projects, may comprise, inter alia, the following forms and methods:
 - (a) Organization of meetings and promoting cooperation relations between Entities from Israel and from Argentina.
 - (b) Performance of any other activities to promote possibilities for cooperation between Entities from Israel and from Argentina.

Article V Fair and Equitable Treatment

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

Article VI
Disclosure of information

1. Each Party commits itself not to transmit, without written approval of the other Party, information concerning the results obtained from the cooperative programs for industrial research and development covered under this Agreement to a third person, organization, or to any other country or state.
2. Each Party shall notify the other immediately upon any requirement arising under which it might be compelled by law to disclose information or documents relating to this Agreement which would otherwise be subject to confidentiality.
3. The Party required to disclose such information or documents shall in any event use its best endeavors to ensure that the person obtaining disclosure of the information in these circumstances protects confidentiality at all times and observes the terms of this Agreement.

Article VII
Intellectual Property Rights (IPR)

1. The Partners to Projects supported under this Agreement shall be required to submit to the Parties evidence of contractual arrangements between them relating to the performance of the Project; commercialization of the Project's results; royalties and intellectual property rights, in particular:
 - (a) The ownership and use of know-how and intellectual property owned by the Partners to the Project prior to the Project;
 - (b) Arrangements for the ownership and use of know-how and intellectual property to be created in the course of the Project.
2. Notwithstanding the provisions of paragraph 1 above, it shall be the responsibility of the Partners to Projects supported under this Agreement to safeguard their own interests.
3. Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this Agreement may be made available to the public through customary channels.

Article VIII
Final Provisions

1. Each Party shall notify the other Party, in writing, through diplomatic channels, of the completion of internal legal procedures required for bringing this Agreement into force. This Agreement shall enter into force on the date of the later notification.
2. This Agreement shall remain in force until either Party terminates it. Either Party may terminate this Agreement 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.