

No. 51117

**United States of America
and
Israel**

Agreement between the Department of Energy of the United States of America and the Ministry of National Infrastructure of the State of Israel concerning Energy Cooperation (with annexes). Jerusalem, 22 February 2000

Entry into force: *1 May 2001 by notification, in accordance with article X*

Authentic text: *English*

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**États-Unis d'Amérique
et
Israël**

Accord entre le Département de l'énergie des États-Unis d'Amérique et le Ministère de l'infrastructure nationale de l'État d'Israël concernant la coopération en matière énergétique (avec annexes). Jérusalem, 22 février 2000

Entrée en vigueur : *1^{er} mai 2001 par notification, conformément à l'article X*

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[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF NATIONAL INFRASTRUCTURE OF THE STATE OF ISRAEL

CONCERNING ENERGY COOPERATION

The Department of Energy of the United States of America (DOE) and the Ministry of National Infrastructure of the State of Israel (MONI), hereinafter referred to as "the Parties":

Recognizing that the cooperative activities in the field of energy research and development undertaken pursuant to previous agreements were mutually beneficial and that the Parties wish to undertake new cooperative activities in the field of energy cooperation: and

Recognizing that it would be mutually beneficial to identify and implement cooperative projects in energy research and development that enhance the Mideast peace process;

Have agreed as follows:

ARTICLE I

The objective of this Agreement is to establish a framework for collaboration between the Parties in energy research and development activities. The Parties shall conduct such collaboration on the basis of mutual benefit, equality and reciprocity.

ARTICLE II

The areas of cooperation under this Agreement may include, but are not limited to, the following:

- a. Solar energy;
- b. Biomass;
- c. Energy efficiency;
- d. Wind energy;
- e. Fossil energy including oil, gas and coal;
- f. Electric power production and transmission; and
- g. Other energy areas that may be proposed and jointly agreed by the Parties in writing.

ARTICLE III

The forms of cooperation under this Agreement may include, but are not limited to the following:

- a. Exchange of scientific and technical information, and results and methods of research and development, and other cooperative projects on a periodic basis in a manner agreed to by the Coordinators designated under Article IV;
- b. Organization of seminars and other meetings on agreed energy topics in the areas enumerated in Article II in a manner agreed to by the Coordinators;

- c. Survey visits by specialists to the energy facilities or projects of the other Party at the invitation of the host institution;
- d. Exchange of materials, instruments, components and equipment for testing;
- e. Exchange of personnel for participation in agreed research, development, demonstration, analysis, design, experimental, and training activities;
- f. Joint projects in the form of experiments, tests, design analysis, or other technical collaborative activity;
- g. Joint funding of specific projects which may be undertaken either by the parties, or in connection with other qualified organizations or persons in a manner agreed to by the Coordinators; and
- h. Other such forms of cooperation as may be proposed and jointly agreed in writing by the Parties.

ARTICLE IV

- a. Each Party shall designate a Coordinator to supervise the implementation of this Agreement. As mutually agreed, the Coordinators shall meet to evaluate all aspects of the cooperation under this Agreement. These meetings shall be held alternately in the United States and Israel.
- b. The Coordinators shall approve and monitor all cooperative activities to be carried out under this Agreement.
- c. The Coordinators may establish separate subcommittees in any of the areas of cooperation to facilitate implementation of projects which may be undertaken under this Agreement.
- d. The Coordinators shall review and evaluate any proposed activities and the status of cooperation under this Agreement. The Coordinators shall give appropriate guidance and directions to the subcommittees and the project managers responsible for activities developed under this Agreement. If requested, the Coordinators may advise the Parties regarding the progress and future of cooperative activities established under this Agreement.

ARTICLE V

- a. Each Party, or the designated representative of each Party, may propose activities to be conducted under this Agreement by submitting a proposal to the Coordinators for approval.
- b. The Parties shall sign Implementation Agreements for each cooperative activity approved by the Coordinators. The parties to the Implementation Agreements shall not undertake any cooperative activity until an Implementation Agreement has been concluded by the Parties. Such Implementation Agreements shall contain detailed procedures for the implementation of the cooperative activity, including but not limited to technical scope, exchange of appropriate proprietary information, management, total costs, cost-sharing and schedule, as appropriate. Each Implementation Agreement shall be subject to, and shall refer to, this Agreement.

ARTICLE VI

The following provisions shall apply concerning exchanges of equipment under this Agreement.

- a. By mutual agreement, a party may provide equipment to be utilized in a joint activity. In such case, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided together with the relevant specifications and appropriate technical documentation related to the use, maintenance, and repair of the equipment.
- b. Title to the equipment and necessary spare parts supplied for use in joint activities shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.
- c. Equipment provided under this agreement shall be brought into operation at the host establishment only by agreement of the Parties.
- d. The host establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water, and gas and normally shall provide materials to be tested, in accordance with agreed technical requirements.
- e. DOE shall be responsible, and shall pay all expenses, for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Israel convenient to the ultimate destination. DOE shall be responsible for safekeeping and insurance en route for such equipment and materials.
- f. MONI shall be responsible, and shall pay all expenses, for the transport of equipment and materials from Israel by plane or ship to an authorized port of entry in the United States