

# MEMORANDUM OF COOPERATION

BETWEEN

THE MINISTRY OF ECONOMY OF THE STATE  
OF ISRAEL

AND

THE MINISTRY OF ECONOMY, TRADE AND  
INDUSTRY OF JAPAN

The Ministry of Economy of the State of Israel and the Ministry of Economy, Trade and Industry of Japan (hereinafter referred to as "**Both Sides**");

**DESIRING** to develop and strengthen economic, industrial, technological and commercial cooperation between Japan and the State of Israel;

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

**CONSIDERING** the mutual interest in making progress in the fields of industrial research and development (hereinafter referred to as "R&D") and the resulting advantages for both Sides;

**DESIRING** to enhance their industrial competitiveness through cooperation in Industrial R&D and to develop and strengthen economic and commercial cooperation between both countries;

**RESOLVING** to conduct a sustained effort to promote, facilitate and support joint Industrial R&D projects, between businesses and corporations or entities (hereinafter referred to as "**Entity**" or "**Entities**") from both countries;

Have reached the following recognition:

### **Item I - Scope**

1. Both Sides determine that the objectives of this Memorandum are:
  - (a) To promote the activities of their respective Industrial sectors to intensify bilateral Industrial R&D cooperation;
  - (b) To facilitate the identification of specific projects, partnerships or collaborations between Entities from Japan and from the State of Israel that could lead to Industrial R&D cooperation;
  - (c) To coordinate and focus suitable government resources and programs to support Industrial cooperation and commercial exploitation of Industrial R&D Projects results;
  - (d) To give expression to the initiative by establishing a framework for financial support under which Both Sides will support jointly approved Industrial R&D cooperation projects between Entities from Japan and the State of Israel leading to commercialization in the global market.
2. The implementation of this Memorandum and any activity hereunder will be in accordance with the respective applicable laws, regulations, rules, procedures and mechanisms applicable in each country.

### **Item II - Definition**

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

### **Item III - Cooperating Authorities**

1. The Ministry of Economy, Trade and Industry of Japan (hereinafter referred to as "METI") and the Ministry of Economy of the State of Israel (hereinafter referred to as "MOE") will be in charge of the implementation of this Memorandum and will designate Cooperating Authorities for the purpose of implementing this Memorandum.

2. The Industrial Science and Technology Policy and Environment Bureau of METI, New Energy and Industrial Technology Development Organization of Japan (hereinafter referred to as "**NEDO** ") and the Office of the Chief Scientist of The Ministry of Economy of the State of Israel (hereinafter referred to as the "**OCS**"), will be Cooperating Authorities for implementing this Memorandum. They will be responsible for their respective costs in promoting and administering the objectives of this Memorandum such as traveling expenses, organization of seminars and publications.

#### **Item IV – Industrial R&D Projects**

1. Both Sides within their competence and according to their applicable internal laws, regulations, rules, procedures and mechanisms facilitate, support and encourage cooperation projects in industrial R&D implemented by Entities from Japan and from the State of Israel, 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 "**Project**" or "**Projects**").
2. Each partner to a Project will be subject to the provisions of the applicable internal laws, regulations, rules, procedures and mechanisms of its respective country with respect to assistance and funding of Industrial R&D 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 consist, inter alia, the following forms and methods:
  - (a) Organization of meeting for Entities from Japan and from the State of Israel to jointly assess cooperation opportunities;
  - (b) Performance of any other activities to promote possibilities for cooperation between Entities from Japan and from the State of Israel.

### **Item V - Disclosure of Information**

1. Each Side commits itself, subject to its applicable internal laws, regulations, rules, procedures and mechanisms, not to transmit, without written approval of the other Side, information concerning the results obtained from the cooperative programs for Industrial R&D covered under this Memorandum and decided to keep such information confidential to a third person, organization, or to any other country or state.
2. Each Side will notify the other immediately upon any requirement arising under which it might be compelled by law to disclose information or documents relating to this Memorandum which would otherwise be subject to confidentiality.
3. Either Side required to disclose information will in any event use its best endeavors to ensure that the person obtaining disclosure of the information in these circumstances protects the confidentiality at all times and observes the terms of this Memorandum.

### **Item VI - Intellectual Property Rights (IPR)**

1. The partners to Projects supported under this Memorandum will be required to submit to the Cooperating Authorities evidence of contractual commitment 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 matters of paragraph 1 above, it will be the responsibility of the partners to Projects supported under this Memorandum to safeguard their own interests.
3. Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this Memorandum may be made available to the public through customary channels.

## Item VII - Final Matters

1. Each side will notify the other as soon as it is ready for the Memorandum to apply. The Memorandum will apply on the date of the later notification.
2. This Memorandum will continue until either Side terminates it. Either Side may terminate this Memorandum by written notification to the other Side. The Memorandum ceases six months after the date of such notification.
3. This Memorandum may be modified, in writing, by memorandum of the Sides. Any such modification will start in line with the procedure set forth in paragraph (1) of this Item.
4. The modification or termination of this Memorandum will not affect the contracts already signed.
5. This Memorandum will not affect the present and future rights or obligations of the Both Sides arising from other international agreements.

In witness whereof the undersigned being duly authorized, have signed this Memorandum.

Made in duplicate at Jerusalem on the 6 day of July 2014 corresponding to the 8 day of Tamuz of 5774, in the Hebrew calendar, each in the Hebrew, Japanese and English languages, all three texts being original copies of equal value, unless there are discrepancies in which case the English text will prevail.

 

**For the Ministry of Economy of  
the State of Israel**

**For the Ministry of Economy,  
Trade and Industry of Japan**