AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF ISRAEL

AND

THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

FOR COOPERATION ON SCIENCE AND TECHNOLOGY

The Government of the State of Israel, and the Government of the Federative Republic of Brazil,

hereinafter referred to as "Parties",

RECOGNISING that the cooperation on Science and Technology (S&T) is a key component in the bilateral relation between the Parties;

ACKNOWLEDGING the positive experience gained through bilateral initiatives in the fields of S&T;

SHARING the interest to further develop Brazilian-Israeli cooperation on S&T;

CONSIDERING scientific research and technological cooperation is an important condition for the development of national economies and a basis for expanded trade;

DESIRING to establish a framework for cooperation on S&T, which shall extend and strengthen their economic cooperation through specific and advanced technology applications;

Have agreed as follows:

Article 1

Objective

1. The objective of this Agreement is to develop, facilitate and maximize cooperation between scientific and technological institutions of both countries based on national priorities in the field of S&T, and on the principles of equality, reciprocity and mutual benefit, and in accordance with national laws.

2. Such cooperation may include basic and applied scientific and technological research, and scientific resource capacity in areas of mutual interest defined by the Parties.

Article 2

Modalities of Cooperation

1. The Parties shall conduct joint scientific and technological research, develop and design programmes and projects, as well as provide and exchange equipment for research as necessary.

2. The Parties shall implement mechanisms to support and facilitate collaborative activities in the field of S&T, as well as to enhance mutual knowledge and awareness within the framework of their applicable laws, policies and regulations and rules governing their respective research programmes.

3. Each Party shall encourage the participation of the representatives of their countries in round tables, seminars, symposia, workshops and conferences on issues of S&T cooperation, organised by the other Party's scientific research institutions and other relevant bodies.

4. The Parties shall attempt to promote the organization of joint scientific and technological programs, projects, workshops, exhibitions and training courses, and encourage visits and the exchange of scientists, research faculty, technical experts and students in higher education.

Article 3

Implementation

1. To coordinate and implement activities under this Agreement, the Parties shall establish a Steering Committee for S&T Cooperation, hereinafter referred to as Steering Committee, that shall meet on a regular basis, which members shall be designated by the Parties. The meetings can be held virtually or in presence, if necessary.

2. The Steering Committee shall be responsible for:

a. Planning, monitoring and assessing S&T bilateral activities and priority areas;

b. Proposing cooperative activities and establishing a work programme;

c. Indicating the priority areas of mutual interest in which cooperation in S&T is sought;

d. Exchanging and sharing information between institutions of the Parties that expressed interested in conducting projects under the aegis of this Agreement;

e. Encouraging the participation of the private sector, civil society and academia in bilateral S&T activities.

3. The Steering Committee may, if necessary, establish working groups to discuss and carry out joint activities in defined areas of scientific and technological cooperation;

4. Complementary arrangements may be signed under this Agreement to promote collaboration between governmental bodies, academia and the private sector in S&T.

Article 4

Funding

1. Complementary arrangements and cooperative activities under this Agreement shall be subject to the availability of funds and to the national applicable policies, laws and regulations of each Party.

2. Travel expenses, including costs of accommodation, living expenses and local transportation for assigned personnel shall be borne by the sending Party or Cooperating Entity, unless agreed otherwise.

3. If, upon the consent of Cooperative Entities of both Parties, scientists, researchers, technical experts, scholars and institutions of third countries or international organizations, take part into programmes and projects being carried out under this Agreement, the cost of such participation shall be borne by a third party.

Article 5

Entry of Personnel and Equipment

1. Each Party shall take all appropriate steps and its best efforts, within the laws and regulations applicable in the territories of each Party, to facilitate entry to, sojourn in, and exit from its territory, of persons material, data and equipment related to or used in cooperative activities developed by the Parties under the provisions of this Agreement, which shall be granted exemptions from taxes and customs duties, pursuant to the legislative and regulatory provisions applicable in the territories of each Party.

2. Where the specific cooperation arrangements of one Party provide for financial aid to be granted to the participants of the other Party, the grants, financial contributions or similar given by one Party to the participants of the other Party in support of these activities shall be given tax and customs exemptions, pursuant to the legislation applicable in the territories of each Party.

Article 6

Intellectual Property

1. Each Party shall ensure legal means for the protection of intellectual property rights of all materials obtained in the framework of this Agreement, in accordance with its national legislations.

2. Intellectual Property Rights which shall result from joint activity in pursuance to this Agreement shall be allocated and governed in accordance with separate arrangements to be made on a case by case basis.

3. No Party shall transmit any confidential information obtained in pursuance of this Agreement, which information has been clearly marked as being "confidential", to any third party without written consent of the Party from which such information was received.

Article 7

Exchange of Research Information

1. Either Party shall not disclose information obtained through this Agreement to any third party without a written consent from the other Party.

2. Scientific and technological results and any other information derived from cooperation activities under this Agreement shall be announced, published or commercially exploited with the consent of both Parties according to applicable national laws of each Party.

Article 8

Entry into Force, Duration and Denunciation

1. This Agreement shall enter into force once the Parties have notified each other through diplomatic channels that their respective domestic requirements for entry into force have been completed. This Agreement shall enter into force on the receipt date of the latter of these two notifications.

2. This Agreement shall remain in force for an indefinite period of time. Each Party may denounce this Agreement in writing through diplomatic channels at any time. The denunciation of this Agreement shall be effective six (6) months from the date of the diplomatic notification of denunciation.

3. The denunciation of this Agreement shall not affect the validity or duration of any projects, or complementary arrangements, which are still being carried out, unless the Parties or Cooperating Entities agree otherwise.

Article 9

Amendment

This Agreement may be amended by written consent of both Parties through diplomatic channels. Any amendments shall enter into force according to procedures provided for in Article 8(1).

Article 10

Dispute Settlement

Any controversies arising from the interpretation or implementation of this Agreement shall be settled through direct negotiations or consultations between the Parties through diplomatic channels.

Article 11

Scope

Any activity carried out by a Party pursuant to this Agreement shall be subject to its national laws and regulations.

Done in Jerusalem on the 31 day of March 2019, which corresponds to the 24 day of Adar B 5779 in the Hebrew calendar, in duplicate, in the Hebrew, Portuguese and English languages, each text being equally authentic. In case of divergence in interpretation of the provisions of this Agreement, the English text shall prevail.

For the Government of the State of Israel

For the Government of the Federative Republic of Brazil