

**AGREEMENT
BETWEEN THE
DEPARTMENT OF THE INTERIOR OF THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
MINISTRY OF NATIONAL INFRASTRUCTURES
OF THE GOVERNMENT OF THE STATE OF ISRAEL
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION**

ARTICLE I. SCOPE AND OBJECTIVES

1. The Department of the Interior of the Government of the United States of America (hereinafter "DOI") and the Ministry of National Infrastructures of the Government of the State of Israel (hereinafter "MNI") hereby agree to pursue scientific and technical cooperation in accordance with this Agreement.
2. The purpose of this Agreement is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the DOI and the MNI (hereinafter "Party" or "Parties").
3. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities of the United States and Israel to participate in activities undertaken pursuant to this Agreement.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Agreement may consist of exchanges of technical information, visits, participation in training courses, conferences and symposia, and cooperative research consistent with ongoing programs of the Parties. Unless otherwise agreed, all costs resulting from cooperation carried out under this Agreement shall be the responsibility of the Party that incurs them. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:
 - A. Earth-science investigations, including hazards, resources and the environment;
 - B. Biology, biological investigations and technical developments;
 - C. Geospatial data applications;
 - D. Water resources and other hydrologic investigations including water conservation, water monitoring, efficient water use, desalination; and
 - E. Historical and archaeological resource protection; and
 - F. Information systems.
2. Activities under this Agreement shall be undertaken in accordance with the laws, regulations, policies, and procedures of each country.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Agreement shall be subject to the availability of personnel, resources, and funds. This Agreement shall not be construed to obligate any particular expenditure or commitment of resources or personnel. The Parties shall agree in accordance with Article VIII below upon specific Project Annexes (hereinafter "PA") in writing before the commencement of any activity pursuant to this Agreement.

ARTICLE IV. FEE AND TAX EXEMPTION

In accordance with its laws and regulations, each Party shall work toward obtaining on behalf of the other Party relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

A. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Agreement;

B. The import, purchase, ownership, use or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Agreement; and

C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Agreement.

In the event that any such taxes, fees, customs duties, or other charges are nonetheless levied on such activities, facilities, property, equipment and related goods or services, such taxes, fees and customs duties, to the extent of availability of appropriated funds, be borne by the levying Party.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement shall be governed by Annex I of this Agreement. Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II of this Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability or accuracy of the information transmitted for any particular use or application by the receiving Party or by any third party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet to review the activities under this Agreement and develop proposals for future activities, as appropriate. These meetings should be held alternately in Washington and Jerusalem.

ARTICLE VIII. PROJECT ANNEXES

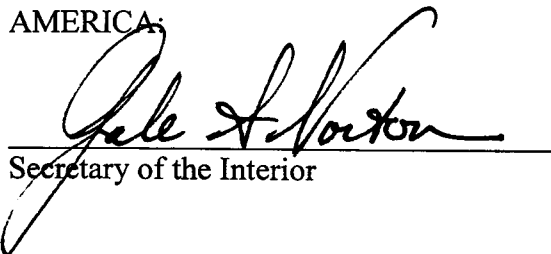
Any activity carried out under this Agreement shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity shall be described in an agreed PA to this Agreement, which shall set forth in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Agreement. In the case of any inconsistency between the terms of this Agreement and the terms of a PA, the terms of this Agreement shall control.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

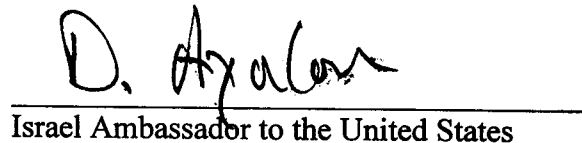
This Agreement shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. This Agreement shall be renewed automatically for additional 10-year periods unless either Party notifies the other, in writing, at least ninety (90) days prior to termination. This Agreement may only be amended by mutual written agreement of the Parties. This Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of this Agreement shall not affect the validity or duration of projects under this Agreement that have been initiated prior to such termination.

Done in Washington, in duplicate, in the English and Hebrew languages, this
9th day of September 2004, which corresponds to the
23rd day of Elul 5764, both texts being equally authentic.

FOR THE DEPARTMENT OF THE
 INTERIOR OF THE UNITED STATES OF
 AMERICA:


 Secretary of the Interior

FOR THE MINISTRY OF NATIONAL
 INFRASTRUCTURES OF THE STATE
 OF ISRAEL:


 Israel Ambassador to the United States

ANNEX IIntellectual Property Rights

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Implementing Arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, and may include other subject matter as agreed by the Parties.

C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and nationals of its state, which shall be determined by the laws and practices of the Party's state.

D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in paragraph III.A above, shall be allocated as follows:

1. Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

2. In case of non-visiting researchers, rights, awards, bonuses, and royalties shall be distributed as follows:

(a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.(B).1. shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory all rights to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B.2.(a) above, if a particular project has led to the creation of intellectual property by the laws of the state of one Party, but not the other, the Party whose state's laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property, the creator shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B.2(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX II

Security Obligations

I. Protection of Sensitive Technology

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment that is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.

II. Technology Transfer

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party's state. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or Project Annexes. Export controlled information shall be marked to identify it as export controlled and to identify any restrictions on further use or transfer.