AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF ISRAEL AND THE LOCAL GOVERNMENT OF THE AUTONOMOUS PROVINCE OF TRENTO ON BILATERAL COOPERATION IN INDUSTRIAL RESEARCH AND DEVELOPMENT

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The local Government of the State of Israel (hereinafter referred to as “Israel”) and the Government of the Autonomous Province of Trento - (hereinafter referred to as “Trento”), hereinafter referred to as the “Parties”;

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

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

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 Parties;

DESIRING to enhance their industrial competitiveness through cooperation in Industrial

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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 R&D projects, between businesses, corporations or entities (hereinafter referred to as “Entity” or “Entities”) from the Autonomous Province of Trento and from the State of Israel;

Have reached the following Agreement:

Article I – Scope

1. The Parties determine that the objectives of this Agreement 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 the Autonomous Province of Trento and from the State of Israel that could lead to Industrial R&D cooperation;

IMPEGNANDOSI a intraprendere iniziative durature nella promozione, nella facilitazione e nel supporto a progetti congiunti in R&S tra imprese, consorzi e istituzioni (di seguito denominati “ente” o “enti”) della Provincia autonoma di Trento e dello Stato d’Israele.

Hanno statuito di concludere il seguente Accordo:

Articolo I – Campo di applicazione

1. Le Parti convengono che gli obiettivi dell’Accordo sono:

(a) Promuovere le attività nei rispettivi settori industriali al fine di accrescere la cooperazione industriale bilaterale nella R&S;

(b) Individuare gli specifici progetti, partnership o collaborazioni tra gli enti della Provincia autonoma di Trento e d’Israele volti a facilitare la cooperazione industriale nella R&S;
(c) To coordinate and focus suitable government resources and programs, in the case of Israel and local government resources and programs, in the case of Trento, 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 the Parties shall support jointly approved Industrial R&D cooperation projects between Entities from the Autonomous Province of Trento and from the State of Israel leading to commercialization in the global market.

2. The implementation of this Agreement and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures and mechanisms of each Party.

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 or processes to be commercialized in the global market.
Article III - Cooperating Authorities

1. The President of the Autonomous Province of Trento - and the Ministry of Industry, Trade and Labor of the State of Israel (hereinafter referred to as “MOITAL”) shall be in charge of the implementation of this Agreement and shall designate Cooperating Authorities for the purpose of implementing this Agreement. The Autonomous Province of Trento selection and approval process to partners to projects from province of Trento, the Italian Republic, will include a delegate of the National Joint Commission on Industrial and Scientific Research and Development appointed by the Italian Ministry of Foreign Affairs in order to guarantee the coordination with the bilateral selection process.

2. The President of the Autonomous Province of Trento on behalf of the Government of the Autonomous Province of Trento and the Office of the Chief Scientist of MOITAL (hereinafter referred to as the “OCS”), on behalf of Israel 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 such as traveling expenses, organization of seminars and publications.

Articolo III – Autorità preposte alla cooperazione

1. Il Presidente della Provincia autonoma di Trento e il Ministero dell’Industria, del Commercio e del Lavoro dello Stato di Israele (di seguito denominato “MOITAL”) saranno incaricati dell’attuazione dell’Accordo e, in particolare, nomineranno gli Enti preposti alla cooperazione per dare attuazione al presente Accordo in base alle specifiche competenze richieste nei settori oggetto di cooperazione. La Provincia autonoma di Trento e il Ministero dell’Industria, Commercio e Lavoro coordineranno il processo di selezione dei progetti ammissibili a finanziamento attraverso uno specifico Comitato che includerà un delegato della “National Joint Commission on Industrial and Scientific Research and Development” nominato dal Ministero degli Affari Esteri al fine di garantire il coordinamento con il processo di selezione bilaterale e nazionale.

Article IV – Industrial R&D Projects

1. The Parties within their competence and according to their applicable internal laws, regulations, rules, procedures and mechanisms shall facilitate, support and encourage cooperation projects in Industrial R&D undertaken by Entities from the Autonomous Province of Trento 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 State 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 comprise, inter alia, the following forms and methods:
   
(a) Organization of meetings for Entities from the
Article V - Fair and Equitable Treatment

Subject to their applicable internal laws, regulations, rules, procedures and mechanisms, 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, subject to its applicable internal laws, regulations, rules, procedures and mechanisms, not to transmit, without written approval of the other Party, information concerning the results obtained from the cooperative programs for Industrial R&D covered under this Agreement to a third person, organization, or to any other country or state.

(b) Performance of any other activities to promote possibilities for cooperation between Entities from the Autonomous Province of Trento and from the State of Israel.
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 shall 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 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. Ogni Parte contraente s’impegnà a notificare tempestivamente ogni richiesta emersa, in virtù delle norme vigenti, che richieda la divulgazione d’informazioni o documenti legati al presente Accordo e che potrebbe essere altrimenti di natura confidenziale.

3. La Parte che si trovi a dover divulgare le informazioni s’impegnà a garantire il massimo sforzo per assicurare che la persona cui sarà divulgata l’informazione in queste circostanze tutelì sempre la riservatezza dell’informazione e rispetti i termini del presente Accordo.

**Articolo VII – Diritti di proprietà intellettuale (DPI)**

1. I Partner italiani e israeliani dei progetti previsti dal presente Accordo s’impegnano a sottoporre alle Parti i termini contrattuali concernenti la gestione di tali progetti e la loro relativa promozione commerciale, le *royalty* e i diritti di proprietà intellettuale, in particolare:

(a) La titolarità e l’utilizzo del *know-how* e della proprietà intellettuale dei partner rispetto ai progetti da loro acquisiti in un momento antecedente il progetto;

(b) Le disposizioni relative alla titolarità e all’utilizzo del *know-how* e della proprietà intellettuale venute in essere durante lo svolgimento del progetto;
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 its internal legal procedures required for bringing this Agreement into force. This Agreement shall enter into force on the date of the latter notification.

2. This Agreement shall remain in force for four years and shall be renewed automatically until one of the Parties 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.

3. This Agreement may be amended, in writing, by mutual agreement of the Parties. Any such amendment shall enter into force six months after the date of notification.

Articolo VIII – Disposizioni Finali

1. Ogni Parte s’impegna a notificare all’altra Parte, per iscritto, il completamento delle modalità procedurali interne richieste per rendere effettive le disposizioni del presente Accordo. Il presente Accordo entrerà in vigore alla data dell’ultima notifica.

2. Il presente Accordo sarà in vigore per la durata di quattro anni e sarà rinnovato automaticamente fino a quando una Parte deciderà di recedere. Ogni Parte ha facoltà di recedere dal presente Accordo mediante notifica scritta. L’Accordo cessa di produrre effetti dal sesto mese seguente la sopraccitata notifica.

3. Il presente Accordo può essere emendato, per iscritto, mediante mutuo accordo delle Parti. Ogni emendamento entrerà in vigore secondo la procedura prevista al paragrafo 1 del presente Articolo. Eventuali modifiche potranno avvenire soltanto con il consenso delle Parti e per la parte italiana seguendo procedure analoghe a quelle previste per l’approvazione del presente Accordo, ai sensi dell’art. 6, comma 3 della legge 131/2003.
amendment shall enter into force in accordance with
the procedure set forth in paragraph (1) of this Article.

4. The amendment or termination of this Agreement
shall not affect the validity of arrangements and
contracts already concluded.

5. This Agreement shall not affect the present and
future rights or obligations of the Parties arising from
other international agreements and treaties.

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

Done in Israel on the 26 day of March 2012,
corresponding to the 3 day of Nissan of 5772, in the
Hebrew calendar, in two original copies each in the
Hebrew, Italian and the English languages, all texts
being equally authentic. In case of divergence of
interpretation, the English text shall prevail.

For the Government
of the State of Israel

Mr. Shalom Simhon
Minister of Industry,
Trade and Labour

For the Local Government
of the Autonomous Province
of Trento

Lorenzo Dellai
Governor of the Autonomous
Province of Trento

בשם ממשלת המנה
העטפה של מטרניר
ишראלי
מר שלום שמחון
שר הכלכלה והתעשייה, המועצה של
ההמפרסטר
לשם
לנסיו דלהי
מושל המחוז העצמאי של
טרנטו

4. L’emendamento o la rescissione del presente Accordo non potranno in alcun
modo incidere sulla validità degli accordi o dei contratti già stipulati.

5. Il presente Accordo non produce effetti su diritti o obblighi presenti o futuri
derivanti da altri accordi o trattati internazionali contratti dalle Parti firmatari.

In fede, le succitato Parti, debitamente autorizzate, hanno sottoscritto il presente
Accordo.

Redatto a..........................il giorno ........del mese di........2012, corrispondente al
giorno ........del mese di........5772, secondo il calendario ebraico, in due
originali ciascuno in lingua italiana, inglese ed ebraica, tutte le versioni (o tutti i testi)
facenti ugualmente fede. In caso di divergenze interpretative del presente Accordo,
prevarrà il testo in inglese.

Per la Provincia Autonoma di Trento

Per il Governo dello Stato di Israele
 שקלים חדשים
4.86
המחיר