

**No. 53362\***

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**Canada  
and  
Israel**

**Agreement on bilateral cooperation in industrial research and development between the Government of Canada and the Government of the State of Israel. Jerusalem, 10 July 2011**

**Entry into force:** *21 February 2012 by notification and with retroactive effect from 1 April 2011, in accordance with article VI*

**Authentic texts:** *English, French and Hebrew*

**Registration with the Secretariat of the United Nations:** *Canada, 22 January 2016*

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**Canada  
et  
Israël**

**Accord sur la coopération bilatérale en recherche et développement industriels entre le Gouvernement du Canada et le Gouvernement de l'État d'Israël. Jérusalem, 10 juillet 2011**

**Entrée en vigueur :** *21 février 2012 par notification et avec effet rétroactif à compter du 1<sup>er</sup> avril 2011, conformément à l'article VI*

**Textes authentiques :** *anglais, français et hébreu*

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AGREEMENT**

**ON BILATERAL COOPERATION**

**IN INDUSTRIAL RESEARCH AND DEVELOPMENT**

**BETWEEN**

**THE GOVERNMENT OF CANADA**

**AND**

**THE GOVERNMENT OF THE STATE OF ISRAEL**

**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE STATE OF ISRAEL**, hereinafter together referred to as the “Parties”;

**ANIMATED** by a desire on the part of both Parties to nurture and strengthen economic and commercial cooperation for peaceful purposes between Canada and the State of Israel;

**RECALLING** the *Memorandum of Understanding on Economic Cooperation between the Government of Canada and the Government of Israel of 31 March 1992*, the *Memorandum of Understanding on Bilateral Cooperation in Private Sector Industrial Research and Development Entered Into by the Government of Canada and the Government of Israel of 16 August 1994* and the *Agreement on Bilateral Cooperation in Industrial Research and Development between the Government of Canada and the Government of the State of Israel of 27 March 2006* (the “Previous Agreement”);

**RECOGNIZING** that industrial sector initiatives have been the mainstay of the conduct of business between Canada and the State of Israel in the pursuit of new export opportunities;

**RECALLING** the Parties’ rights and obligations pursuant to international treaties and conventions relating to intellectual property to which both Canada and the State of Israel are party, in particular the *Berne Convention for the Protection of Literary and Artistic Works* (Paris Act, 1971), the *Paris Convention for the Protection of Industrial Property* (Stockholm Act, 1967), and the *Agreement on Trade Related Aspects of Intellectual Property Rights* (TRIPS);

**RESOLVING** to maintain the ongoing effort to identify and facilitate the establishment of joint industrial research and development projects between Canadian and Israeli corporations,

**HAVE REACHED** the following Agreement:

## **ARTICLE I**

### **Objectives**

1. The Parties determine that the objectives of this Agreement are to strengthen bilateral cooperation in industrial research and development activities for peaceful purposes including the following:
  - (a) Promoting the activities of their respective industrial sectors to increase the level of bilateral industrial research and development (R&D) joint venture cooperation;
  - (b) Facilitating the identification of specific projects or partnerships between Canadian and Israeli corporations that could lead to industrial R&D cooperation; and
  - (c) Coordination and focusing suitable government resources and programmes to support closer commercial relations and industrial cooperation, including support for a joint industrial R&D cooperation initiative.
2. The Parties continue to support this initiative by maintaining the Canada-Israel Industrial R&D Programme (hereinafter referred to as "CIIRD Programme").
3. The Parties shall implement the CIIRD Programme through the Canada-Israel Industrial Research and Development Foundation (hereinafter referred to as "CIIRDF").

## **ARTICLE II**

### **Industrial R&D Cooperation**

The Parties shall, in order to implement the CIIRD Programme, promote and enhance all forms of industrial sector cooperation in accordance with their respective legislation, as well as their respective economic and development policies and priorities by encouraging, supporting and facilitating:

- (a) The maintenance of a database on Canadian and Israeli corporations' capabilities as prospective industrial R&D partners;

- (b) The exchange of information on technologies and know-how, licensing arrangements and industrial consultancy;
- (c) The contact between respective industrial R&D and technological communities;
- (d) The exchange of views on the formulation and application of industrial R&D and technology policies;
- (e) The Canadian and Israeli corporations in establishing joint industrial R&D ventures and assisting in the creation of collaboration between them;
- (f) The transfer of technology through industrial R&D programmes in order to promote the application, adaptation and improvement of existing and new technological products and processes.

### **ARTICLE III**

#### **Institutional Structure and Financing**

1. Subject to the availability of appropriated funds, the Parties shall provide an equal amount of funding of up to \$1 million CDN per year to the CIIRD Programme for use by the CIIRDF to cover R&D project support and administration costs. The Parties shall limit the administration costs to at most 15% of the annual funding provided by them.
2. The joint Board of Directors established by the CIIRDF Articles of Incorporation shall be responsible for overall management of the CIIRD Programme.
3. The Parties shall consult regularly on the implementation of this Agreement.
4. The Parties shall endeavour to facilitate the work of the CIIRD Programme, in accordance with their respective legislation.