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**Israel
and
Colombia**

Agreement between the State of Israel and the Republic of Colombia on bilateral cooperation in industrial research and development. Bogotá, 16 December 2015

Entry into force: *12 November 2017 by notification, in accordance with article VIII*

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**Israël
et
Colombie**

Accord entre l'État d'Israël et la République de Colombie relatif à la coopération bilatérale sur la recherche et le développement industriels. Bogota, 16 décembre 2015

Entrée en vigueur : *12 novembre 2017 par notification, conformément à l'article VIII*

Textes authentiques : *anglais, hébreu et espagnol*

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AGREEMENT

BETWEEN

THE STATE OF ISRAEL¹

AND

THE REPUBLIC OF COLOMBIA

**ON BILATERAL COOPERATION IN INDUSTRIAL RESEARCH AND
DEVELOPMENT**

The Government of the State of Israel, and the Government of the Republic of Colombia², hereinafter referred to as the "**Parties**";

DESIRING to develop and strengthen economic, industrial, technological and commercial cooperation between the Republic of Colombia and the State of 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 field 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 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 two States and,

ON THE BASIS of the Trade and Economic Cooperation Agreement between the Government of the Republic of Colombia and the Government of the State of Israel, signed on September 22, 1986, and The Encouragement of Industrial Research and Development Law, 5744-1984.

Have reached the following Agreement:

Article I - Definitions

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 II - Objectives

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 Republic of Colombia and from the State of Israel that could lead to Industrial R&D cooperation
- (c) To coordinate and facilitate the designation of resources and suitable governmental programs to support Industrial cooperation and commercial use of Industrial R&D Projects results.

¹ The State of Israel means the Government of the State of Israel

² The Government of the Republic of Colombia means the Republic of Colombia.

- (d) To establish a framework for financial support, according to the resources available to the Parties, under which the Parties shall support jointly the Industrial R&D cooperation projects between Entities from the two countries leading to commercialization in the global market.

Article III – Focal Points

1. The Ministry of Trade, Industry and Tourism of Colombia (hereinafter referred to as "MTIT") and The Administrative Department of Science, Technology and Innovation of the Republic of Colombia (hereinafter referred to as "COLCIENCIAS") and the Ministry of Economy of the State of Israel (hereinafter referred to as "MOE") shall be in charge of the coordination of this Agreement and shall designate Focal Points for the purpose of implementing this Agreement.
2. The Productive Transformation Program of MTIT, or its successor, and the Innovation and Technological Development Direction of Colciencias on behalf of the Republic of Colombia (hereinafter referred to as "PTP" and "ID Colciencias") and the Office of the Chief Scientist of MOE (hereinafter referred to as the "OCS"), on behalf of the State of Israel shall be the Focal Points for implementing this Agreement.

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 Republic of Colombia 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.
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 Republic of Colombia and from the State of Israel to evaluate jointly cooperation opportunities;
 - (b) Performance of any other activities to promote possibilities for cooperation between Entities from the Republic of Colombia and from the State of Israel, within the framework of this Agreement.

Article V - 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 state.

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 the information 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 VI - 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. 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 VII - General Provisions

1. 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 State.
2. The Parties will be responsible for their own costs to promote, manage and administer the objectives of this Agreement, such as travel expenses, seminar organization and logistics and publications.

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 until either Party terminates it. Either Party