

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE DEPARTMENT OF SCIENCE AND
TECHNOLOGY OF THE GOVERNMENT OF INDIA**

AND

**THE NATIONAL TECHNOLOGICAL INNOVATION
AUTHORITY OF THE STATE OF ISRAEL**

ON

**INDIA-ISRAEL INDUSTRIAL R&D AND
TECHNOLOGICAL INNOVATION FUND (I⁴F)**

The National Technological Innovation Authority of the State of Israel (the "**Innovation Authority**") and The Department of Science and Technology of the Government of India ("**DST**"), hereinafter referred to as the "**Parties**".

RECALLING the Agreement on Scientific and Technological Cooperation between the Government of the State of Israel and the Government of the Republic of India dated May 17, 1993; and the Umbrella Agreement Between Israel and India on the Development of Cooperation in the Field of Industrial and Technological Research and Development dated 30th December 1996; and Memorandum of Understanding on Industrial Research and Development Initiative Between Department of Science & Technology, Ministry of Science & Technology, Government of The Republic of India and the Ministry of Industry, Trade and Labor, Government of the State of Israel dated on 30th May 2005; with the purpose to encourage, develop, facilitate and strengthen the scientific, technological, industrial and economic cooperation in fields of common interest and on the basis of mutual benefit;

CONSIDERING the mutual interest in making progress in research, development and/or technological innovation (hereinafter referred to as "**R&DI**"), and the resulting advantages for the State of Israel and the Republic of India;

ACKNOWLEDGING the economic importance of trans-national industry driven and market-oriented R&DI cooperation;

RECOGNISING the key role played by industry driven and market oriented R&DI bilateral collaboration in enhancing competitiveness and opening new avenues of access to domestic and global markets;

WISHING to reinforce the State of Israel and the Republic of India technological cooperation in areas of mutual interest and for the purpose of generating mutual economic and societal benefits;

ACKNOWLEDGING that the Innovation Authority and the DST promote R&DI through international cooperation platforms and other bilateral mechanisms;

CONSIDERING that the DST promotes techno-entrepreneurship and innovation through Bilateral Industrial R&DI programs implemented through the Global Innovation & Technology Alliance (GITA) and other bilateral mechanisms;

ACKNOWLEDGING that the Innovation Authority enables, support and encourage R&DI and promote international collaboration.

HAVE COME to the following understanding:

1. SCOPE AND OBJECTIVES

(a) The Parties intend to develop this Memorandum of Understanding (MOU) initially for a five-year period (2017–2022) aimed to promote and fund R&DI activities in areas of mutual interest such as but not limited to R&DI projects and other activities that foster R&DI.

(b) The Requests for Proposals ("**RFP**") will focus on broad sectors mutually identified as priorities between the Parties, such as, but not limited to:

- Water
- Energy
- Agriculture
- Information & Communication Technologies (ICT)

(c) Establish a framework under which the Parties shall establish a joint collaboration by way of the India-Israel Industrial R&D and Technological Innovation Fund ("**I⁴F**") as specified in Articles 3-4, to support approved R&DI activities such as, but not limited to, bilateral projects and other activities between entities from the Republic of India and from the State of Israel which foster R&DI and leading to technology innovation.

(d) The implementation of this MOU and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures, programs, benefit plans and mechanisms applicable in the Republic of India and in the State of Israel or of the Parties.

2. MODALITIES OF COOPERATION

(a) The cooperation under this MOU will include RFPs for technological cooperation projects which support R&DI, adoption and/or adaptation of innovative or technology-driven new or improved products, services or processes up to their commercialization in mutually accepted focus areas; support of R&DI cooperation projects between entities from the the Republic of India and from the State of Israel; organisation of technological cooperation missions and technical workshops; assistance for the identification of opportunities and search of potential partners in the State of Israel and in the Republic of India; institutional support in building up consortia; other forms of collaborative assistance in order to strengthen the

technological cooperation and innovation eco-system between the Republic of India and the State of Israel; and support for other activities which foster R&DI.

(b) Details for implementation of the joint activities will be elaborated upon in the guidelines to be formulated by the I⁴F Governing Board, including but not limited to Partnership Development Activities ("**PDA**"), RFP, evaluation process, award decision mechanism, and monitoring and reporting including the eligible costs thereof.

(c) This MOU may be implemented by the Global Innovation & Technology Alliance ("**GITA**") as designated by DST or any other agency nominated by DST

(d) The I⁴F shall support and encourage cooperation projects in the field of R&DI undertaken by entities from the Republic of India and from the State of Israel and other activities which foster R&DI, as shall be agreed upon by the I⁴F Governing Board. Evaluation of projects will take place separately but in parallel in both the Republic of India and the State of Israel. Evaluation of projects by each Party (subject to the provisions of section c above) shall be based on a template/format provided by the I⁴F Government Board. The recommendations from both Parties will be provided to the I⁴F Governing Board, which will have the authority to make decisions on project application.

(e) The I⁴F shall only be used for activities which foster and promote cooperation in R&DI between entities from the Republic of India and from the State of Israel or any other activities agreed by the Board which are aimed to promote the objectives set forth in Article 1.

(f) The I⁴F may also be used for searching for entities in the Republic of India and in the State of Israel which could collaborate in technology projects and assisting in matching entities from the Republic of India and from the State of Israel. The I⁴F may publicize its activities through seminars, publications or any other means at the discretion of the I⁴F Governing Board.

3. **FUND STRUCTURE**

(a) I⁴F will consist of two bank accounts (in the same account name - "**India-Israel Industrial R&D and Technological Innovation Fund**") in the Republic of India and in the State of Israel. The bank account in the Republic of India will be managed by GITA, and the bank account in the State of Israel will be managed by the Innovation Authority, or by other nominated agencies of the respective States,

and both under the joint supervision and guidance of a common I⁴F Governing Board.

(b) Each Party will make a contribution of four (4) million US Dollars annually for a period of five years. The US Dollar equivalent amount of the fund will be deposited by the Parties in their respective country accounts.

(c) The I⁴F will be administered in the Republic of India by DST through GITA and in the State of Israel by the Innovation Authority or by the nominated agencies of the respective States.

(d) Payment to approved Israeli applicants will come from the I⁴F bank account in the State of Israel. Payment to approved Indian applicants will come from the I⁴F bank account in the Republic of India.

(e) Collaboration activities under this Agreement will be subject to the joint budget availability. All expenses towards the funding for eligible Indian and Israeli partners, as well as all other expenses will be on the basis of matching of agreed activities subject to the approval of the I⁴F Governing Board and in line with the norms and regulations of the program, as stipulated in the Guidelines to be formulated.

4. GOVERNING BOARD

(a) The I⁴F Governing Board will consist of eight (8) Board members including the co-chairs, with equal number of membership from the Republic of India and from the State of Israel. The co-chair from the State of Israel will be the Head of the Innovation Authority. The other Board Members from the State of Israel shall be the CEO of the Innovation Authority and 2 members nominated by the Head of the Innovation Authority. The co-chair from India will be the DST's Secretary or his nominee. The DST's Secretary will also be responsible for nominating other Board Members from India.

(b) At least two Board meetings will be held each year, one conducted through video conferencing and the other by physical attendance, alternating locations between the State of Israel and the Republic of India. The I⁴F Governing Board will be the supreme authority to provide the Guidelines for operating the I⁴F and outlining the program implementation, including the decisions on all I⁴F related matters. All actions and operations related to the two bank accounts will be subject to approval of the I⁴F Governing board.

(c) The I⁴F Governing Board shall among other things approve or reject projects and other proposals aimed to promote the objectives set forth in Article 1, submitted for support by the I⁴F and determine the level of support for projects or proposals which are approved; review the performance of projects that received funding from the I⁴F; formulate guidelines concerning the operation of the I⁴F including *inter alia*, the allocation of grants or other means of support provided by the I⁴F and the usage of the contributions as set out in Article 3, the means of support supported by the I⁴F, their submittal, approval and funding procedure (the "**Guidelines**").

5. INTELLECTUAL PROPERTY RIGHTS

(a) In Cooperation activities supported under this MOU, the I⁴F Governing Board will define in the Guideline rules which will specifically decide the provisions related to protection, commercialization, ownership and management of intellectual property rights.

(b) The Parties will freely exchange information within the framework of this MOU, with the exception of such cases where the national legislation or the Party providing such information, has set restrictions on its use or disclosure.

(c) In case the information shared by a Party is confidential, the other party shall be informed about such nature of the information in writing. In the absence of any such communication, parties shall not be bound to treat the information shared under this MOU as confidential.

6. DURATION AND TERMS

(a) Each Party shall notify the other Party, in writing, through diplomatic channels, of the completion of its internal legal procedures required for bringing this MOU into force. This MOU shall enter into force on the date of the latter notification and it will remain valid initially for a period of five (5) years unless discontinued by either Party. This MOU will be automatically renewable for periods of five years. A Party that does not wish to renew this MOU will notify the other Party by giving three months' written notice.

(b) Each Party is entering into this MOU within its own domestic authority and in accordance with relevant internal rules and laws, as applicable.

(c) Either Party may terminate this MOU by written notification to the other Party. Any such termination is to take effect in accordance with the procedure set forth in paragraph (1) above. The MOU shall cease to be in force six months after the date of such notification.

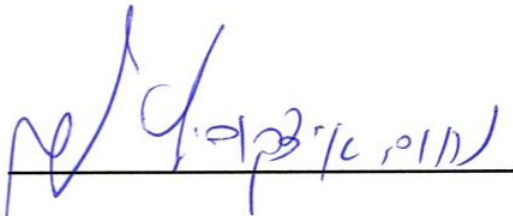
(d) The termination of this MOU will not affect the completion of any running projects. Commitments already accepted will be honoured and continued until full completion.

(e) This MOU may be amended, in writing, by mutual agreement of the Parties. Any such amendment shall enter into force in accordance with the procedure set forth in paragraph 1 of this Article.

SIGNED at Jerusalem this 5th day of July 2017, corresponding to the ___th day of ____ 5777, in two originals, each in the Hebrew, Hindi and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.



For the Department of Science and
Technology of the Government of India



For the National Technological
Innovation Authority of the State of
Israel