

*International Memorandum of
Understanding (IMOU)*

*Colorado State University,
Fort Collins, Colorado USA
and*

*The Jacob Blaustein Institutes for
Desert Research of the
Ben Gurion University of the Negev,
Israel*

**International Memorandum of Understanding
Between Colorado State University
and the Jacob Blaustein Institutes for Desert Research of the Ben Gurion
University of the Negev**

In recognition of their mutual educational and scholarly interests, the Jacob Blaustein Institutes for Desert Research of the Ben Gurion University of the Negev (BIDR) with address the Sede Boqer Campus, 84990 Israel and the Board of Governors of the Colorado State University System, acting by and through Colorado State University (CSU), Fort Collins, Colorado, 80523, U.S.A. propose to further their interests in accordance with this International Memorandum of Understanding (IMOU).

1. The purpose of this IMOU is to encourage voluntary interaction and cooperation and to promote friendship between the two parties for their mutual benefit.
2. BIDR and CSU recognize the value of cooperative educational experiences that integrate theory and practice and promote campus internationalization of our respective organizations.
3. BIDR and CSU anticipate a close relationship in order to share the benefits of their respective institutional accomplishments, to discuss the frameworks of their different educational systems, and to develop future areas of cooperation.
4. BIDR and CSU may encourage their respective faculty and students to pursue collaborative research that is jointly beneficial to their professional development and will lead to increased understanding between the parties and their respective countries.
5. BIDR and CSU encourage and welcome the exchange of short-term visiting scholars. The principal purposes of any such visits are to deliver lectures and seminars, to engage in collaborative research in areas of common interest, and to explore mutual projects and the means to support them.
6. Neither party is obligated to expend any monies or other resources in connection with this IMOU. Resources to implement any activity that result from this IMOU may come from either party, depending upon budgetary availability and approval. Specific projects or activities resulting from this IMOU may not be initiated without the prior written assurance of budgetary availability to the other party. To the extent external funding is required by either party for any purpose, and the funding for such purpose is not appropriated or otherwise made available, neither party will have financial obligations upon such determination.
7. The implementation of any cooperative research project or of any proposed visit shall be conditional upon both the availability of sufficient funding acceptable to each of the participants and the execution of a written agreement therefore signed by authorized officials of the participating organizations.

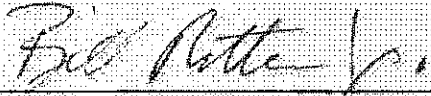
8. BIDR and CSU will each designate a departmental or unit home and a representative who is to be responsible for the management of this IMOU. Both parties agree to notify the other if the department/unit or representative changes in the course of the agreement, and to in turn inform their respective international and/or administrative units.
9. "Background Intellectual Property" means property and the legal right therein of a party or parties developed before or independently of any collaboration with Ben Gurion University and Colorado State University, including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.

This IMOU does not imply that any party hereto shall have the right to use Background Intellectual Property of another party without prior written consent. If the parties anticipate that their collaborative efforts may result in the use of Background Intellectual Property or the creation of new intellectual property, they will first enter into a separate agreement establishing their respective rights therein. Neither party obtains by this IMOU any right, title, or interest in, nor any right to reproduce nor to use for any purpose, the name, trade names, trade- or service marks, logos or copyrights of the other party without its prior, written consent.

10. Each party shall comply in all material respects with the applicable provisions of the laws and regulations of its home country governing the export of technical data, computer software, laboratory prototypes and other commodities, as well as arms and other import/export controlled activities and substances. The Designated Representative for each institution is responsible for working with their institution's administrative officials to identify procedures or licenses that must be in place to legally carry out the proposed work under the laws of the country in which the institution they represent resides. Each party's obligations under this Agreement shall be limited by its legal and regulatory obligations under the laws of its home country.
11. This agreement takes effect when signed by authorized representatives of the participating organizations. The agreement will continue in force and effect for a period of five (5) years from that date. Renewal of the agreement may be initiated at the end of each such five year period, and will require signatures by authorized officials of the participating organizations.

12. This agreement may be terminated at the request of either party by giving advance written notice of sixty (60) days.

As Witnessed By:



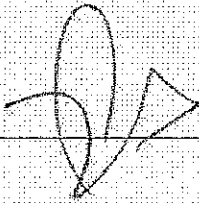
Bill Ritter, Jr., Governor of the State of Colorado, USA

Signatures:

Ben Gurion University in the Negev
J. Blaustein Institutes for Desert
Research, Sede Boqer Campus, Israel:

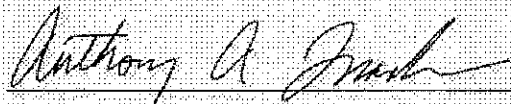
Board of Governors of the Colorado State
University System acting by and through
Colorado State University, Fort Collins,
Colorado USA:

By:



Date:
Name: Prof. Pedro Berliner
Title: Director, J. Blaustein Institutes for
Desert Research
Ben Gurion University in the Negev

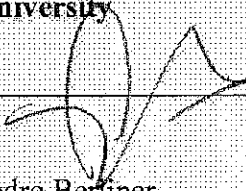
By:



Date: 7/2/10
Name: Dr. Anthony (Tony) Frank
Title: President
Colorado State University

**Designated Representative:
Ben Gurion University**

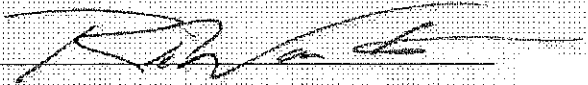
By: _____



Date:
Name: Prof. Pedro Berliner
Title: Director
Dept.: J. Blaustein Institutes for Desert
Research
Address: Ben Gurion University
Sede Boqer Campus 84990
Israel
Phone: 972-8-6596700
Fax: 972-8-6596703
E-Mail: berliner@bgu.ac.il
URL: <http://bidr.bgu.ac.il/bidr/>

**Designated Representative:
Colorado State University**

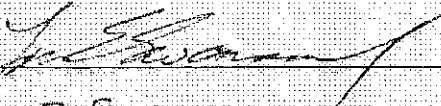
By: _____



Date:
Name: Dr. Reagan Waskom
Title: Director
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Fort Collins, CO 80523-1033
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URL: <http://www.colostate.edu>

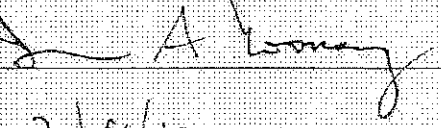
**Acknowledgements:
Colorado State University**

By: _____



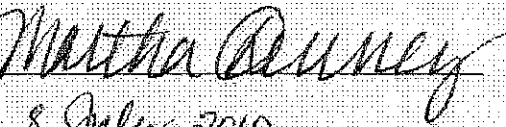
Date: 7-8-2010
Name: Dr. Lou Swanson
Title: Vice-President for Outreach and
Engagement

By: _____



Date: 3/8/10
Name: Dr. James Cooney
Title: Vice-Provost for International Affairs

By: _____



Date: 8 July 2010
Name: Martha Denney
Title: Director of International Education

Copy to:
Name: Linda Schutjer
Title: Contracts Officer, CSU Board of
Governors, Legal Counsel

Statement of Interest

A summary of shared objectives, capabilities, and benefits supporting the partnership between Colorado State University located in Fort Collins, Colorado USA and J. Blaustein Institutes for Desert Research of the Ben Gurion University, located in the Sede Boqer Campus, Israel

The Institutes for Desert Research were established in Sede-Boqer, Israel in 1974, following a 1972 recommendation of the Council for Higher Education and a 1973 decision of the Israeli Government. In 1980, The Jacob and Hilda Blaustein Foundation made a generous contribution to Ben Gurion University and the institutes were named The Jacob Blaustein Institutes for Desert Research (BIDR).

The following institutes are part of the BIDR

- French Associates Institute for Agriculture and Biotechnology of Drylands
- Zuckerberg Institute for Water Research (ZIWR)
- Institute for Dryland Environmental Research (IDER)
- Albert Katz International School of Desert Studies (AKIS)
- The Ben-Gurion National Solar Energy Center

within which research in the following (but not limited to) is carried out:

- Environmental physics, with applications in desert meteorology and solar energy.
- Water sciences and technology, with applications in water resource management, irrigation, wastewater treatment and bioremediation.
- Ecology, with applications in conservation biology and environmental protection.
- Plant and animal physiology, with applications in irrigated and rainfed agriculture, livestock management and aquaculture.
- Cellular and molecular biology with the objective of developing production technologies adapted to desert environments and the biodegradation of environmental pollutants.

The scientific collaboration activities of the Institutes are carried out within the framework of the Blaustein Center for Scientific Cooperation (BCSC). The Center promotes exchange programs, postdoctoral training, workshops and joint research programs with other academic institutions all over the world. The Center is also responsible for the operation of the Dryland Research Specific Support Action (SSA), activity supported by the EU.

Colorado State University (CSU) was founded in 1870 as a land grant college under the Morrill Act of 1862. CSU is a mature Research I University with accreditation through the North Central Association of Colleges and Schools/Higher Learning Commission. It enrolls more than 25,000 students on-campus annually and has eight colleges within which bachelors, masters and

Ph.D. degrees are conferred. There are 60 fields within which masters degrees are given, and doctoral degrees in 36 fields of study.

CSU and the Blaustein Institutes for Desert Research at Ben-Gurion University share common research interests in the areas of managed and natural ecosystems in arid and semi-arid environments. Specific areas of interest for collaboration include research on plant adaptation, crop productivity, water science and technology. Research being carried out at Colorado State University and the Colorado Water Institute and at the Blaustein Center for Scientific Cooperation and the Institutes for Desert Research form a basis of common interest for collaborative research and faculty and graduate student exchanges.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF COLORADO AND RAMAT NEGEV DESERT
AGRO RESEARCH CENTER**

Whereas, the prospects for expanded research and development between the State of Colorado, United States and the Ramat Negev Desert Research Center in the State of Israel will be mutually beneficial to both parties;

Whereas, the State of Colorado and the Ramat Negev Desert Research Center have a variety of resources and goals in common;

Whereas, both Parties have extensive research and knowledge regarding policy related to water, soil and climate;

Whereas, recognizing that each party has completed research in the development of technology in advanced agriculture in arid and semi-arid conditions and the use of brackish water for irrigation for agriculture;

Whereas, each Party wishes to provide guidance and assistance to local farmers in the set up and management of advanced agriculture;

Therefore, the State of Colorado, United States and the Ramat Negev Desert Research Center in the State of Israel agree to pursue the following initiatives, among others, in furtherance of their partnership on these critical mission areas:

1. To conduct and share research on the subject of advanced agriculture in arid conditions;
2. To carry out joint applied agricultural research;
3. To ensure that the results of the research received from the cooperation shall be used to benefit farmers in both states.
4. To promote the exchange of ideas between various businesses, trade associations, business agencies and commercial institutions within the two States.
5. To promote the exchange of visits of company representatives, engineers, scientists and other specialists.

Each Party shall bear its own costs, expenses, risks, and liabilities incurred in connection with the execution of this MOU.

This Memorandum of Understanding is not intended to create any legally binding obligation between the parties, and it shall be interpreted and implemented in accordance with all other treaties and agreements between the United States and the State of Israel. This Memorandum of Understanding carries no financial or other liabilities to either

party and can be terminated by either party at any time.

This Memorandum of Understanding is signed this day July 15, 2010 by:

BILL RITTER, JR., GOVERNOR OF COLORADO

SHMULIK RIFMAN, MAYOR OF RAMAT HANEGEV

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF COLORADO, GOVERNOR'S ENERGY OFFICE
AND BRIGHTSOURCE ENERGY**

Whereas, hybrid solar and fossil fuel electricity generation systems offer a unique opportunity to combine Colorado's greatest energy assets into a unified, clean generating, dispatchable system of electricity generation;

Whereas, BrightSource Energy has been a leader in hybrid solar/fossil energy system ("hybrid") development;

Whereas, Colorado has abundant solar and natural gas resources and holds a national leadership role in advancing innovative sustainable energy policies;

Whereas, Colorado has a robust traditional fossil fuel generation capacity and a growing solar capacity;

Whereas Colorado's solar energy potential and its energy policy will benefit from new technologies and designs that utilize and maximize solar generation in combination with advanced fossil fuel generation to both improve the environment and air quality and also provide baseload, reliable energy for the electric customers of Colorado

Whereas, each Party wishes to provide, under appropriate conditions, the benefits of its research and study to the Colorado Public Utilities Commission and Colorado's utilities regarding the potential for meeting a portion of Colorado's electricity generation, renewable energy and reliability requirements with hybrid system development;

Therefore, the State of Colorado and BrightSource Energy in the State of Israel agree to pursue the following initiatives, among others, in furtherance of their effort to advance knowledge in these critical mission areas:

1. To conduct and share research, under appropriate conditions to protect their respective competitive and intellectual property interests, on the opportunities for hybrid system development to serve Colorado's electricity generation load;
2. to evaluate the regulatory opportunities, policy challenges and barriers to development of hybrid electricity generation systems;
3. to identify potential state and regional markets for the export of hybrid electrical energy generation from Colorado, including needed transmission upgrades for such export;
4. to identify areas of high capacity generation opportunities within Colorado for hybrid electricity generation development;

Each Party shall bear its own costs, expenses, risks, and liabilities incurred in connection with the execution of this MOU. However, the parties will seek funding for such research and studies from outside sources.

The parties will develop appropriate and mutually acceptable terms for indentifying and maintaining the confidentiality of any trade secrets or intellectual property used in or developed as a result of any studies or research hereunder.

This Memorandum of Understanding is not intended to create any legally binding obligation between the parties, and it shall be interpreted and implemented in accordance with all other treaties and agreements between political subdivisions of the United States and companies organized under the laws of the United States and the State of Israel. This Memorandum of Understanding carries no financial or other liabilities to either party and can be terminated by either party at any time.

This Memorandum of Understanding is signed this day _____, 2010 by:

GOVERNOR BILL RITTER, JR.

BRIGHTSOURCE ENERGY, INC.

By: _____
ISRAEL KROIZER
CHIEF OPERATING OFFICER

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF ISRAEL

AND

THE GOVERNMENT OF THE STATE OF COLORADO

ON

**BILATERAL COOPERATION IN PRIVATE SECTOR INDUSTRIAL
RESEARCH AND DEVELOPMENT**

The Government of the State of Israel (hereinafter referred to as "Israel ") and the Government of the State of Colorado (hereinafter referred to as "Colorado"), hereinafter referred to as the "Parties";

DESIRING to develop and strengthen economic, industrial, technological and commercial cooperation between the State of Colorado and the State of Israel;

CONSIDERING the mutual interest in making progress in the fields of industrial and technological research and development and the resulting advantages for both Parties;

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

DESIRING to enhance their industrial competitiveness through cooperation in industrial research and development (hereinafter referred to as "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 the "Entities") from the two countries;

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 private sectors to intensify bilateral industrial R&D cooperation;
 - (b) To facilitate the identification of specific projects, partnerships or collaborations between Entities from the State of Colorado and from the State of Israel that could lead to industrial R&D cooperation;
 - (c) To coordinate and focus suitable government resources and programs to support industrial cooperation and commercial exploitation of R&D projects results;
 - (d) To establish a framework for support under which each of the Parties shall support jointly approved Industrial R&D cooperation

projects between Entities from the two countries 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 Office of Economic Development and International Trade of the State of Colorado (hereinafter referred to as "OEDIT") 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.
2. The OEDIT on behalf of Colorado 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. Each party shall be responsible for its respective costs in promoting and administering the objectives of this Agreement such as traveling expenses, organization of seminars and publications.

Article IV - R&D Projects

1. The Parties, within their competence and according to their respective applicable laws, regulations, rules, procedures and mechanisms, subject to the availability of funds, shall facilitate, support and encourage cooperation projects in the field of technological and industrial R&D undertaken by Entities from the State of Colorado 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 "Projects").

2. Each partner to a Project will be subject to the provisions of the applicable respective laws, regulations, rules, procedures and mechanisms of its respective state with respect to assistance and funding of 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 State of Colorado and from the State of Israel to jointly assess cooperation opportunities;
 - (b) Performance of any other activities to promote possibilities for cooperation between Entities from the State of Colorado and from the State of Israel.

Article V - Fair and Equitable Treatment

Subject to their applicable respective 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 respective laws, regulations, rules, procedures and the availability of funds, and with regard to Colorado only including but not limited to the Colorado Open Records Act (C.R.S. 24-72-201, et seq.), 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.
2. Each Party shall notify the other immediately when it might be compelled by law or court order 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 efforts, within the limits of applicable law, 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; and
 - (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 VIII - Final Provisions

1. Each Party shall notify the other Party, in writing, through diplomatic channels, of the completion of internal legal procedures required for bringing this Agreement into force. This Agreement shall enter into force on the date of the later notification.
2. This Agreement shall remain in force until either Party 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 thirty days 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 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 at Israel on the __ day of _____ 2010, corresponding to the __ day of _____ 5771, in the Hebrew calendar, in duplicate, each in the Hebrew and the English languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF
THE STATE OF ISRAEL**

**FOR THE GOVERNMENT OF
THE STATE OF COLORADO**