

PROCESSO VERBALE

L'anno duemilatre, addì ventidue del mese di ottobre, nella sede del Ministero degli Affari Esteri, i sottoscritti:

Consigliere d'Ambasciata Maria Daniela Venerandi, Capo dell'Ufficio primo del Servizio del Contenzioso Diplomatico e dei Trattati,

e il funzionario amministrativo, consolare e sociale, area funzionale C2, Emira DE ANGELIS, in servizio presso il predetto Ufficio primo,

hanno proceduto alla correzione dei seguenti errori materiali nel testo in lingua inglese del Memorandum d'Intesa tra il Governo della Repubblica Italiana ed il Governo dello Stato di Israele in materia di cooperazione nel settore militare e della difesa, firmato a Parigi il 16.06.2003.

Art.9, comma 1, secondo rigo:

"...two notifications..."

invece di

"...two notification...";

Art. 10, comma 1, terzo rigo:

"...therefrom..."

invece di

"...thereform...";

Art. 10, comma 3, primo rigo:

"...controversy..."

invece di

"...conroversy...";

ultima riga:

"...of June 2003..."

invece di

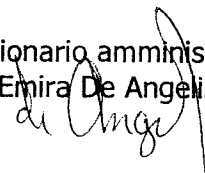
"...of June..."

Di quanto sopra è stato redatto il presente Processo Verbale, su una pagina, chiuso oggi alle ore sedici..

Il Capo dell'Ufficio
(Daniela M. Venerandi)



Il Funzionario amministrativo
(Emira De Angelis)



Memorandum of Understanding

between

The Government of the Italian Republic

On the one part
(hereinafter referred to as : "ITMOD")

and

The Government of the State of Israel

On the second part
(hereinafter referred to as: ISMOD)

regarding Defence and Military Co-operation

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF THE ITALIAN REPUBLIC AND THE
GOVERNMENT OF THE STATE OF ISRAEL ON DEFENCE AND
MILITARY CO-OPERATION**

WHEREAS

The ITMOD and the ISMOD, hereinafter referred to as "the Parties",

Recognizing the importance of the co-operation between the two Ministries and their Defence Forces;

Expressing their aspiration for mutually beneficial co-operation between the Ministries and their Defence Forces, based on mutual respect, confidence and recognition of the interests of the Parties;

Convinced that co-operation between the Parties will assist a better understanding of their respective defence and military needs and consolidate their respective defence capabilities;

In a spirit of openness and mutual understanding and within the framework stipulated in the Italian and the Israeli laws and regulations;

Agreeing that this MoU serves as a General MoU between the Parties and specific Implementing Agreements shall be discussed and agreed upon for specific activities to be performed under this MoU,

Now therefore the Parties have reached the following understandings:

ARTICLE 1 – GENERAL

1. In the event of any controversy between these Terms and Conditions and the Implementing Agreements – the Terms and Conditions of this MoU shall take precedence and the controversy shall be settled according to these Terms and Conditions.
2. It is agreed by the Parties that a Party which finds any conflict between these Terms and Conditions shall inform the other Party in order to settle the conflict as soon as possible.
3. The Parties will operate in concert and in accordance with their respective laws and international commitments in order to encourage, facilitate and develop co-operation in the defence and military fields, on a mutual basis.

ARTICLE 2 – OBJECTIVES OF THE UNDERSTANDING

1. Both Parties to this MoU have agreed to set up mutual relations between the Ministries of Defence and their Armed Forces in order to establish co-operation in the defence areas, thus enabling them to increase their respective defence capabilities.
2. Co-operation between the Parties will take place in the following fields:
 - Defence industry and procurement policy which is subordinated by the Ministries of Defence;
 - Import, export and transit of defence and military equipment;
 - Humanitarian operations;
 - Armed Forces organisation, structure and equipment of military units and personnel management;
 - Formation/training;
 - Environmental issues and pollution, caused by military facilities;
 - Military medical service;
 - Military history;
 - Military sport.

Military co-operation will not be limited to the above mentioned fields. Actually, the Parties will seek for new co-operation fields of mutual interest.

3. This document sets out the principles governing the aforementioned mutual co-operation.

ARTICLE 3 – PRINCIPLES GOVERNING THE PARTIES’ CO-OPERATION AND UNDERSTANDING

1. Co-operation between the Parties, subject to prior coordination, will develop as follows:
 - Meetings of the Ministers of Defence, Commanders in Chief, their Deputies and other officials authorised by the Parties;
 - Exchange of experiences between experts of the Parties;
 - Organisation and implementation of training activities and exercises;
 - Participation of observers in military exercises;
 - Contacts between similar Defence and Military Institutions;
 - Discussions, consultations, meetings and participation in symposia, conferences and courses;
 - Visits of military ships, aircraft and visit at facilities;
 - Exchange of information and educational publications;
 - Exchange of cultural and sporting activities.
2. The Parties also intend to facilitate the accomplishment of the co-operation in the Defence and Military fields through the exchange of technical data, information and hardware, leading to better understanding of Defence and Military requirements and their technological solutions, by co-operation in research, development and production.
3. The Parties shall encourage their Industries to search for projects and equipment with mutual interest for both Parties. Such co-operation shall be carried out for research, development and production.
4. As used in this MoU, “technical information” means all technical or commercial data and operating information, including but not limited to, proprietary information, customer information, know-how, patents and computer software.
5. Technical information, including Technical Data Packages (“TDP”s), furnished to the other Party for the purpose of offering or bidding on, or performing a defence contract, shall not be used for any other purpose without the prior written consent of the Originating Party as well as the prior consent of those owning or controlling proprietary rights in such technical information, and shall be treated with the same degree of care as such Party would apply to its own technical information.

6. In no event shall such technical information, TDP's or products derived therefrom, be transferred to any Third Country or any Third Party, without the prior written consent of the Originating Party. The transfer to Third Countries or Third Parties of materials and/or technical information and/or articles derived therefrom, generated by this MoU or purchased pursuant to this MoU, are subject to case by case agreements between the Parties.
7. The Parties, consistent with their National Laws and Regulations, will accord appropriate treatment to offers of defence equipment, services and know-how to be supplied by the other Party.
8. The Parties will exert their best efforts to assist in negotiating licenses, royalties and technical information, exchanged with their respective Industries, when required. The Parties will also facilitate the necessary exports licenses needed for the submission of bids or proposals required for the performance of this MoU, all subject to the respective National Laws of the Parties.
9. This MoU does not refer to issues beyond the competence of each Party.
10. The terms and condition of specific and defined activities that are designated to take place under this MoU shall be separately agreed upon in the framework of an "Implementing Agreement". This General MoU shall apply to any such Implementing Agreements between the Parties.

ARTICLE 4 – COVERAGE OF EXPENSES

Each Party shall bear its own expenses relating to this MoU and to its performance, unless otherwise is agreed by the Parties on a case by case basis.

ARTICLE 5– SECURITY ARRANGEMENTS

It is agreed that the activities to be performed under this MoU will be subject to the Security Agreement that was signed by the relevant Security Authorities of both Parties on October 5th, 1987.

ARTICLE 6 – JURISDICTION

The authorities of the Receiving State have the right to exercise jurisdiction over members of the Visiting Force for all matters concerning offences committed on their territory, punishable by the legislation of the Receiving State.

Any penal sentence shall be executed within the penal system of the Sending State, in accordance with the valid agreements and conventions between the Parties.

The competent authorities of the Sending State have the right to exercise, on the territory of the Receiving State, disciplinary power over the members of its Force.

The authorities of the two States will provide mutual assistance, in accordance with the European Convention on Mutual Assistance in Criminal Matters, 1959, which Italy and Israel are part of, in particular for the conduct of inquiries and the search for evidence.

The authorities of the two States will co-operate also in provisional detention and the return of persons, covered by the terms of the agreements described above, to the authorities with the right to exercise their jurisdiction, i. e. to the Sending Party.

The authorities of the two States will inform each other, on a reciprocal basis, of progress in relation to the matters envisaged by this Article.

ARTICLE 7 – COMPENSATION FOR DAMAGES

Compensation for any damages, caused by military personnel of the Sending Party during or in connection with their mission/exercise, will be covered by the Sending Party.

If the damage was caused to military personnel, equipment and infrastructure, any disputes between the Parties and compensation for damages will be settled by mutual consent.

ARTICLE 8 – PERIODICAL MEETINGS

1. The Parties have agreed to hold periodical meetings in order to follow up the implementation of this MoU. During these meetings the representatives shall mutually seek for new fields of potential co-operation.
2. The Parties shall also encourage meetings between representatives of Governmental or Private entities, Armed Forces, Units and Sub-units of both Countries as well as exchange of Defence and Military Delegations.

3. Consultations of the Parties' representatives will be conducted alternatively in Italy and Israel in order to draw up and agree on specific Implementing Agreements to implement this MoU, as well as possible co-operation programs between the Parties and their Armed Forces and a matrix of subjects for Defence and Military equipment co-operation.

ARTICLE 9 - EFFECTIVENESS, DURATION AND MODIFICATION OF THE MOU

1. This MoU shall enter into force upon the date of reception of the second of the two notifications by which the Parties shall inform officially each other that the respective ratification procedures have been fulfilled. dy
2. This MoU may be amended, at any time, through Official Notes. Any modification shall come into effect following the same procedures as those set for the MoU itself.
3. This MoU established to be in force for five years, will be automatically extended for additional periods of five years unless written notice of intention to denounce is given by either Party to the other. In this case it will lose effect six months after such notification has been received.
4. In case of denunciation, the Parties shall make every effort to complete unfinished activities and shall begin consultations in order to resolve contentious issues.

ARTICLE 10 - DISPUTE SETTLEMENT AND ARBITRATION

1. In the event of any dispute arising between the Parties to this MoU, whether such dispute relates to the interpretation of the MoU or to the execution of the terms arising therefrom, the Parties shall, in the first instance, make every reasonable effort to reach an amicable settlement. dy
2. In the event, however, of the Parties failing to reach such settlement, the Parties agree to submit the dispute to the arbitration of the Director General of ISMOD and, according to the subject, to the Chief of General Staff or to the Secretary General of ITMOD. Any decision given or award made pursuant to such arbitration shall be final and binding on the Parties to this MoU.
3. During the dispute, controversy and/or arbitration, both Parties shall continue to fulfill all their obligations in accordance with this MoU. dy
4. All arbitration proceedings shall be held in English.

5. The Parties agree that any arbitration proceedings hereunder shall be conducted on confidential basis and shall be subject to the security provisions of this MoU.
6. Each Party shall be responsible for its respective costs incurred due to the arbitration procedures.
7. In case of dispute or need for interpretation, this MoU shall not be subject to any National or International Tribunal.

ARTICLE 11 – NOTICES

1. All communications generated by either Party shall be in writing and in English.
2. The points of contact to this MoU shall be the following:

For the Government of the
Italian Republic

Italian Ministry of Defence
Chief of Plans and Policy Division
General Defence Staff

For the Government of the State
of Israel

Israeli Ministry of Defence
Director Europe Division
Department of Foreign Affairs

In witness whereof, the undersigned Representatives, duly authorised by respective Authorities, have signed this Agreement.

Done in Paris on the 16th day of June ²⁰⁰³ in two originals, in the English language.

For the Government of the
Italian Republic
Italian Minister of Defence

Hon. Antonio MARTINO



For the Government of the
State of Israel
Israeli Minister of Defence

Lt. Gen. (ret.) Shaul MOFAZ

