**AGREEMENT**

1. The Ministry of Defense of **U.S.A** (hereinafter referred to as": Visiting Party") and the Ministry of Defense of the State of Israel (hereinafter referred to as": IMOD), hereinafter referred to collectively as the: "Participants", have reached the following understanding relating to the activity to be rendered by IMOD to the Visiting Party's participation **THE ISRAEL DEFENCE COLLEGE PROGRAM.**
2. **RESPONSIBILITIES.**
   1. Within the provisions of this Agreement, the IMOD will provide (by military or civil) as descried in the attached invitation.
   2. All other aspects (arrival and departure, customs, accommodation, off schedule transportation, etc.) will be under the responsibility of the visiting party.
3. **FINANCIAL ASPECTS**
   1. The Visiting Party, undertakes to pay IMOD for participation the sum of **50,000** US Dollars for each participation.
   2. IMOD will submit an invoice to the Visiting Party, within signing this Agreement, which will be paid by Visiting Party to the IMOD no later than 14 days after IMOD's submission.
   3. All payments by the Visiting Party will be made to the following IMOD account:

Bank of NY code swift: IRVTUS3N 48 WALL ST. NY to BANK OTSAR HA-HAYAL LTD BANK 14 code swift: FIRBILIT Branch 378, Account 80210, beneficiary customer- M.O.D.

1. **CLAIMS AND LIABILITIES** - The Visiting Party will be fully responsible and will defend, indemnify and hold harmless IMOD and/or its personnel against claims for any injury to or death of the participation and/or any third party and for any loss or destruction or damage to the property of these participations and/or of Visiting Party and/or of any third party occurring due to the activities to be performed under this Agreement and/or during the duration of performing the activities in Israel, unless such injury, death or damage occurred due to the gross negligence or malice of IMOD and/or its personnel.
2. **HEALTH**
   1. Visiting Party is responsible for participants medical insurance.
   2. All other medical and dental treatments will be addressed by the Visiting Party to civil/private institutions and the Visiting Party will directly cover such expenses.
   3. However, in case of medical emergency during the activity schedule, the IDF will provide free initial care.
3. **JURISDICTION AND DISCIPLINE -** The participants, while in Israel, will obey and will be fully subject to the Laws of the State of Israel, in every aspect. Inappropriate behavior may result in exclusion by the IDF commander’s decision.
4. **PUBLIC AFFAIRS -** Unless required by law, the activities to be covered by this Agreement will not be open to the public or to the press, unless they would be approved, in advance, by both Participants.
5. **SETTLEMENT OF DISPUTES**
   1. This Agreement does not create any rights and responsibilities under international law.
   2. Any divergences relating to the interpretation or implementation of this Agreement will exclusively be resolved between the Participants and will not be referred to any International Tribunal.
   3. Disputes arising between the Participants will be solved at the lowest level possible.
   4. In the event, however, of the Participants failing to reach such settlement at a lower level, the dispute will be submitted to the Director of the Visiting Party and the Director of SIBAT/IMOD whose decision will be final and binding on the Participants.
   5. During the dispute or controversy, both Participants will continue to fulfill all their responsibilities in accordance with this Agreement.
   6. All proceedings to settle above mentioned disputes will be held in English and will be conducted on a confidential basis, and each Participant will be responsible for its respective costs incurred due to the settlement of disputes procedures.
6. **DURATION, WITHDRAWL AND TERMINATION**
   1. This Agreement will become effective upon the date of signature by both Participants.
   2. This Agreement will remain in effect until final settlement of financial and legal matters **concerning** this Agreement.
   3. This Agreement may be terminated by written mutual consent.
   4. This Agreement is performed under the laws of the State of Israel.

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| Participant | Name | Title | Signature | Date |
| IMOD - 1 | Menahem Yosef | Director Industrial Services |  | 31.05.2020 |
| IMOD - 2 | Mrs. Miriam Kaplan | Finance Dept. |  | 31.05.2020 |
| MOD of U.S.A. | Timothy Scott | LtCol |  |  |