

017901

IMPLEMENTING ARRANGEMENT

(20.02.2018)

BETWEEN

THE MINISTRY OF DEFENCE OF THE STATE OF ISRAEL

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ITALY

RELATING TO

(The Israel National Defense College (INDC) Program)

<u>ARTICLE</u>	<u>TABLE OF CONTENTS</u>
SECTION 1	INTRODUCTION
SECTION 2	DEFINITIONS
SECTION 3	SCOPE AND PURPOSE
SECTION 4	JURISDICTION AND DISCIPLINE
SECTION 5	PRIORITIES IN CASE OF CONTRADICTION
SECTION 6	ISMOD's RESPONSIBILITIES
SECTION 7	ITMOD's RESPONSIBILITIES
SECTION 8	FINANCIAL MATTERS
SECTION 9	CLAIMS AND LIABILITIES
SECTION 10	CUSTOMS PROCEDURES AND ENTRANCE PERMISSION
SECTION 11	SAFETY AND SECURITY
SECTION 12	HEALTH
SECTION 13	INVESTIGATION PROCEDURES FOR ACCIDENTS
SECTION 14	SETTLEMENT OF DISPUTES
SECTION 15	PUBLIC AFFAIRS
SECTION 16	AMENDMENT
SECTION 17	DURATION, WITHDRAWAL AND TERMINATION
SECTION 18	POINTS OF CONTACT
SECTION 19	TEXT AND SIGNATURE

LIST OF ANNEXES

ANNEX A: INDC PROGRAM

SECTION 1 INTRODUCTION

The Ministry of Defence of the State of Israel (hereinafter referred to as: "ISMOD") and the Ministry of Defence of the Republic of Italy (hereinafter referred to as: "ITMOD"), hereinafter referred to collectively as the "Participants", intend to intensify their cooperation in the field of studies with regard to the existing Memorandum of Understanding on Defence and Military Cooperation signed by and between the Participants on the date of June 16th, 2003.

SECTION 2 DEFINITIONS

For the purpose of this Implementing Arrangement the following terms will apply:

1. ITMOD: The Italian Ministry of Defence including the students when deployed to the Israeli territory for the purpose of the INDC Program.
2. ISMOD: The Israeli Ministry of Defence which receives and temporarily hosts USMC personnel on its territory during the INDC Program.
3. IDF: Israel Defence Forces.
4. Services: The assistance to be rendered by the ISMOD to the ITMOD during the INDC Program.
5. Program: The activities relating to Studies of the Students in Israel for the INDC Program.
6. Students: The ITMOD personnel participating in Israel in the Studies.
7. INDC: Israel National Defence College.

SECTION 3

SCOPE AND PURPOSE

1. The purpose of this Implementing Arrangement is to define the responsibilities and principles concerning the conduct of the following studies activities in Israel for Students of the ITMOD and the provision of support by the ISMOD to the ITMOD for the INDC Program, Introduction the Main Subjects, as follows:
 - a) National Security of Israel – Fundamental Terminology;
 - b) Geographical Aspects of National Security;
 - c) National Security Doctrine of Israel;
 - d) Israeli Society;
 - e) Strategic Thought;
 - f) The Israeli Economy;
 - g) Public Law;
 - h) Approaches and Schools of Thought in Political Science;
 - i) Seminars;
 - j) Foreign Policy and Simulation;
 - k) United States Course and Study Tour;
 - l) Senior Cluster;
 - m) National Security Tours in Israel;
 - n) National Defense;
 - o) Annual final paper;
 - p) Academic Literacy Skills;
2. This Implementing Arrangement will also describe the standards, type, level and methods of services that the ISMOD will provide to the ITMOD during the Program.
3. The detailed support approved by the ISMOD for the Program activities will be documented in this Implementing Arrangement.

SECTION 4

JURISDICTION AND DISCIPLINE

1. The Students, while in Israel, will obey and will be fully subject to the Laws of the State of Israel, in every aspect.
2. Discipline problems arising during the INDC Program will be examined and processed by the Student's Commander in accordance with the laws of the Republic of Italy as far as their acts do not contradict the laws of the State of Israel.

3. Should ISMOD's Commander have any concerns regarding the discipline of ITMOD's Students, he may convey such concern to the ITMOD's Military Attache, including the demand to expel any Student.
4. The Military Attache of ITMOD in Israel shall have overall responsibility over the ITMOD's Students.

SECTION 5

PRIORITIES IN CASE OF CONTRADICTION

Contradictions, which may arise based on the Sections of this Implementing Arrangement, will exclusively be resolved in the first instance by consultation between the Participants without referring to international tribunals and/or international law. In case of failing to reach settlement it shall be dealt in accordance with the Israeli Law and by the corresponding Israeli Tribunals.

SECTION 6

ISMOD's RESPONSIBILITIES

- I. Within the framework of the provisions of this Implementing Arrangement, the ISMOD will:
 - a) Perform the Program at the INDC as detailed in Annex A.
 - b) Take necessary measures to facilitate the activities to be performed in order to enable performance of the Program as detailed in Annex A.
 - c) Authorize the use/supply of civil local resources as per the ITMOD possible request, if needed.
 - d) Authorize, subject to necessary approval and in accordance with the Israeli law, the import into, movement within and export from Israel of material, as required by the ITMOD for the purpose of conducting the Program.
 - e) Assist in the necessary customs procedures as detailed in Section 10. For the Program, and notify the ITMOD of specific requirements for managing the safe import into, movement within, and export from Israel of equipment, if applicable.

SECTION 7

ITMOD's RESPONSIBILITIES

1. Within the framework of the provisions of this Implementing Arrangement, the ITMOD will:
 - a) Select the Students for the Program according to the prerequisites to be submitted by the ISMOD.
 - b) Reimburse the ISMOD for all supplies and Services rendered by the ISMOD.
 - c) Comply with the Customs formalities and procedures of the State of Israel.
 - d) On request, provide liaison personnel to coordinate all logistic activities with local civil authorities, as required.
 - e) Comply with the environmental regulations and procedures relevant to the INDC Program.
 - f) Comply with the detailed procedures and arrangements outlined collectively in this Implementing Arrangement.
 - g) Take necessary measures to facilitate the departure of the ITMOD Personnel and the imported equipment after completion of the Program

SECTION 8

FINANCIAL MATTERS

1. The Services to be provided by the ISMOD to the ITMOD are detailed in Annex A to the Implementing Arrangement.
2. ISMOD will submit to the ITMOD, not later than one week after signing this Implementing Arrangement an invoice relating to the Logistic Services provided by the ISMOD. The Invoice for the Logistic Services will be paid by the ITMOD to the ISMOD not later than 14 days after receiving the Invoice.
A copy of the invoice will be forwarded to the POC of the ITMOD.
3. ITMOD, in accordance with this Implementing Arrangement, undertakes to pay to ISMOD for the INDC Program the sum of 50,000 US\$ (Fifty Thousand US Dollars) (hereinafter: "The Arrangement Price").
The Arrangement Price shall be paid by ITMOD to the ISMOD no later than 30 days from the date of signing this Implementing Arrangement.

4. All payments by the ITMOD will be made to the following ISMOD account:

Correspondent Bank

Federal Reserve Bank of New York, New York

Swift Code: FRNYUS33

ABA/FW: 0210-0120-8

Acc: 021084393 ISRAEA

Final Beneficiary

Bank of Israel, Jerusalem

Swift Code: ISRAILIJ

Beneficiary Name: Ministry of Defence

Beneficiary IBAN: IL090990011680150183205

Held in Bank of Israel's books

SECTION 9

CLAIMS AND LIABILITIES

1. The ITMOD will be fully responsible and will defend, indemnify and hold ISMOD and/or its personnel harmless against claims for any injury to or death of the students and for any loss or destruction or damage to the property students and/or of the ITMOD occurring due to the activities to be performed under this Implementing Arrangement 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 ISMOD and/or its personnel.
2. ISMOD will cover its own expenses due to any injury or death of any of its personnel and/or any loss, destruction or damage to its property or to the equipment of its personnel, occurring due to the activities to be performed under this Implementing Arrangement and/or during its duration unless such injury death or damage occurred due to the gross negligence or malice of ITMOD and/or its Student.

SECTION 10

CUSTOMS PROCEDURES AND ENTRANCE PERMISSION

1. The ITMOD will not import/export any kind of items/materials into the territory of the State of Israel which are not allowed by the Israeli Customs regulations. Information regarding such items/materials prohibited by the Israeli Customs regulations will be provided by the ISMOD.
2. The ITMOD authorities will notify the Israel Customs Authorities, via ISMOD, of the identities (names and passport No.) of the Students to enter into Israel to take part in the Program. Students' manifests will be forwarded to the ISMOD for customs and diplomatic clearance purposes at least 30 days before the arrival of the Students to Israel. The ISMOD, upon receiving the manifests, will forward them to the appropriate Israeli Authorities.

SECTION 11

SAFETY AND SECURITY

All security issues and protection of classified information will be dealt with in accordance with the Agreement between the Ministry of Defence of the Republic of Italy and the Ministry of Defence of the State of Israel on the General Security Agreement concluded between the Participants on October 5th, 1987.

SECTION 12

HEALTH

1. All Students participating in the Program will be covered by obligatory medical/dental insurance in accordance with the laws of the Republic of Italy.
2. ISMOD will provide, free of charge, emergency medical assistance at the relevant military facilities of the IDF, if available.
3. All other medical and dental treatments will be referred by the ITMOD to civil institutions. The ITMOD will directly cover such expenses.

SECTION 13

INVESTIGATION PROCEDURES FOR ACCIDENTS

1. Any investigation of an accident or incident involving ITMOD Students will be conducted by the Israeli authorized authorities according to the Israeli Regulations and the ITMOD authorities will be fully updated.
2. The ITMOD will be provided with the relevant findings, recommendations and other information of the accident/ incident report.

SECTION 14

SETTLEMENT OF DISPUTES

1. Any divergences relating to the interpretation or implementation of this Implementing Arrangement will exclusively be resolved between the Participants and will not be referred to any International Tribunal or to International law.
2. Disputes arising between the Participants will be solved at the lowest level possible.
3. In the event, however, of failing to reach such settlement at a lower level, the dispute will be submitted to the ITMOD and the Director General of the Israeli Ministry of Defence whose decision will be final.
4. During the dispute, both Participants will continue to fulfill all their obligations in accordance with this Implementing Arrangement.
5. All proceedings to settle above-mentioned disputes will be held in English.
6. The Participants share the understanding that any proceedings hereunder will be conducted on confidential basis.
7. Each Participant will be responsible for its respective costs incurred due to the settlement of disputes procedures.

SECTION 15

PUBLIC AFFAIRS

1. The activities to be covered by this Implementing Arrangement or the Studies subjects will not be open to the public or to the press.
2. Any publication regarding the activities to be covered by this Implementing Arrangement or the Studies will be approved in advance by both Participants.

SECTION 16
AMENDMENT

This Implementing Arrangement may be amended at any time, in writing, with the mutual consent of the Participants. Any amendment will come into effect on the date of its signature.

SECTION 17
DURATION, WITHDRAWAL AND TERMINATION

1. This Implementing Arrangement will come into effect on the date of signature by both Participants and will remain valid until full completion of the activities according to this Implementing Arrangement.
2. This Implementing Arrangement may be terminated by mutual written consent.
3. All subjects which are not referred to in this Implementing Arrangement will be interpreted according to the provisions of the Agreement.

SECTION 18
POINTS OF CONTACT

1. Any notice or communication required or permitted to be given under this Implementing Arrangement will be forwarded to the following addresses or sent by Telefax.

ITMOD:

The Republic of Italy/ The Ministry of Defence

Address: _____

P.O.C.: _____

Tel: _____ Fax: _____

E-mail: _____

ISMOD:

State of Israel/ Ministry of Defense

Defense International Cooperation Department (SIBAT)

Address: Hakiryia. Tel-Aviv, Israel

P.O.C.: – Mr. Menahem Yossef

Tel: 972-036977333 Fax: 073-3231947

E-mail: menahem@mod.net.il

2. All communication generated by either Participant to this Arrangement will be in writing in English.

SECTION 19
TEXT AND SIGNATURE

This Implementing Arrangement is signed in _____ on _____ and in _____ on _____ in the English language in two originals, each of them being equally valid.

For the Ministry of Defence
of the State of Israel

Name: Menahem Yossef

Title: Director Industrial Services., IMOD

Signature: _____

For the Ministry of Defence
of the Republic of Italy

Name:

Title:

Signature: _____

Name: Mrs. Zehava Paz Avizror

Title: Finance Dept., IMOD

Signature: _____

ANNEX - A

INDC List of Courses:

The INDC Summer Course will take place from 02/07/2018 and until 30/08/18.

The INDC school year will begin on 02/09/2018 and end on the 17/07/2019

September:

- Basic Concepts in National Security
- Public Law
- Literacy
- Israel's Forefathers

October:

- Personal Leadership
- Israel's Forefathers
- Introduction to Strategy
- Strategy
- Public Law
- Introduction to National Security
- Geographical Aspects of National Security

November:

- Israeli Society
- Middle East
- Public Law
- Economy in Israel
- Strategy
- Introduction to National Security
- Geographical Aspects of National Security

December:

- Israeli Society
- Middle East
- Public Law
- Economy in Israel
- Strategy
- Foreign Policy
- Geographical Aspects of National Security

January:

- National Security
- Strategy
- Economy in Israel
- Israeli Society
- Public Law
- Foreign Policy
- Geographical Aspects of National Security

February:

- National Security
- Personal Leadership
- Geographical Aspects of National Security
- National Security Simulation

March:

- Case Studies in Economy
- Personal Leadership
- National Security Simulation

May:

- Flexibility