

MEMORANDUM OF COOPERATION

BETWEEN THE

DEPARTMENT OF HOMELAND SECURITY,
TRANSPORTATION SECURITY ADMINISTRATION
UNITED STATES OF AMERICA

AND THE

ISRAELI SECURITY AGENCY
STATE OF ISRAEL

Whereas, the Transportation Security Administration of the United States Department of Homeland Security (DHS/TSA), and the Israeli Security Agency of the State of Israel (ISA), hereafter referred to as the "Parties," have as a common objective the promotion and development of administrative, operational and technical cooperation in civil aviation security;

Whereas, the Parties seek to make the best use of their respective best practices, eliminate unnecessary duplication of work, and obtain the most efficient and cost effective results through cooperative activities;

Whereas, the Parties desire to increase the exchanges of information and personnel in areas pertinent to the identification of civil aviation security threats and the development of technical standards;

Whereas, the Parties affirm a common interest in enhancing the longstanding administrative, operational and technical collaborative efforts of their respective governmental organizations and agencies to counter threats and reduce vulnerabilities to civil aviation; and

Whereas, the Parties desire to set forth a vehicle for the conduct of cooperative technological research, development, testing, and evaluation in the field of civil aviation security;


IT IS AGREED AS FOLLOWS:

ARTICLE I—OBJECTIVE

This Memorandum of Cooperation (the "Agreement") establishes terms and conditions under which the Parties may cooperate in developing and modernizing the civil aviation security infrastructure in the managerial, administrative, operational, and technical areas. For this purpose, the Parties may, subject to the availability of appropriated funds and necessary resources, exchange information, develop compatible security measures, conduct operational testing, and provide personnel, resources and related services to assist each other to the extent called for in the Annexes and Appendices to this Agreement.

ARTICLE II—IMPLEMENTATION

- A. Specific cooperation in areas of personnel, training, equipment, or services to be provided by the Parties shall be delineated in Annexes and Appendices to this Agreement. When signed by the duly authorized representatives of the Parties or of the appropriate implementing authority, such Annexes and Appendices shall be considered implementing arrangements under this Agreement. The Parties agree that such Annexes and Appendices shall contain a description of

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the cooperation to be performed, the personnel and other resources required to accomplish the tasks, and the estimated costs, implementation plans and duration of such cooperation.

- B. The designated office at the DHS/TSA for the coordination and management of this Agreement, and the office to which all requests for services under this Agreement should be made, is:

Transportation Security Administration
Office of Global Strategies
601 South 12th Street
Arlington, Virginia 20598-6038

Telephone no. +1 571 227 4887
Fax no. +1 571 227 2577

- C. The designated offices at the ISA for the coordination and management of this Agreement, and the offices to which all requests for services under this Agreement should be made, are:

Israeli Security Agency
P.O. Box 39344
Tel-Aviv 61392
Israel

Telephone no. +972 3 6428007
Fax no. +972 3 7453845

ARTICLE III—SCOPE OF WORK

- A. The cooperation activities and exchanges between the Parties may include, but are not necessarily limited to, the following:
1. Providing expertise to assist in developing, improving, and operating civil aviation security infrastructure, standards, procedures, policies, training and equipment;
 2. Providing training related to civil aviation security for personnel in the United States or in Israel;
 3. Inspecting and calibrating equipment owned or operated by the Parties; and
 4. Providing resources, logistical support, and equipment for facilities.
- B. Cooperation in these and other areas, as mutually agreed to, may be accomplished by appropriate short- and long-term in-country assignments or by other assistance offered by the Parties.

ARTICLE IV—STATUS OF PERSONNEL

The Parties may assign on a temporary basis personnel to perform the services agreed to in an Annex or Appendix to this Agreement. The personnel assigned may be employees of a Party, of another agency of the Government of a Party, or of a contractor of a Party. Personnel, excluding contractors, assigned to any activity shall retain their status as government employees. The supervision and administration of the personnel shall be in accordance with the policies and procedures of the respective Parties. The assigned personnel shall perform at the high level of conduct and professional execution required by both Parties.

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ARTICLE V—SUPPORT

The support by the Parties necessary for accomplishing the cooperative activities and exchanges under this Agreement shall be provided in accordance with pertinent regulations, rules, or procedures of the respective Parties. The Parties also may provide such additional support as may be set forth in each Annex or Appendix to this Agreement.

ARTICLE VI—EQUIPMENT AND MATERIAL LOAN ARRANGEMENTS

Equipment and/or material may be loaned by one Party to the other under the Annexes or Appendices to this Agreement. The following general provisions shall apply to all loans, unless otherwise specified in the Annexes or Appendices to this Agreement:

- A. The lender shall, at its own expense, transport any equipment and/or material to the borrower's designated location and identify its value. The lender shall be responsible for any damage that occurs during shipment. The borrower shall inspect the equipment and/or material and identify any damage prior to accepting the shipment.
- B. The borrower shall assume custody and possession of said equipment and/or material upon its delivery to the designated receiving point and acceptance by the borrower.
- C. Upon completion of use, or expiration or termination of the pertinent Appendix, Annex or this Agreement, the borrower shall return the equipment and/or material to the lender at the borrower's expense. The equipment and/or material shall remain in the custody of the borrower, or the borrower's designated shipping agent, until returned to the lender's designated receiving point and accepted by the lender. The borrower shall be responsible for any damage that occurs during return shipment to the lender. The lender shall inspect the equipment and/or material and identify any damage prior to accepting the equipment upon its return delivery.
- D. Each Party shall endeavor to ensure the prompt and efficient entry into and exit from its territory of equipment, material, information and/or persons related to activities under this Agreement in accordance with applicable national laws and regulations. To the extent permitted by applicable national laws and regulations, each Party shall use its best efforts to ensure that readily identifiable duties, taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with activities carried out under this Agreement. Any customs duties, import and export taxes, and similar charges shall be administered only in accordance with applicable national laws and regulations. In addition, the lender and borrower shall cooperate in securing any export and/or import licenses and other related documents required for the shipment of the equipment and/or material.
- E. The lender shall assist the borrower in locating sources of supplies for common items and parts peculiar which are not readily available to the borrower.
- F. The borrower shall place and install equipment and/or material in accordance with the agreed program plan, as shown in the Annex or Appendix.

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- G. During the period of the loan, the borrower shall operate and maintain equipment and/or material in proper condition, ensure the continued operability of the equipment and/or material, and permit inspection by the lender at any reasonable time.
- H. In the event of loss or damage of any equipment and/or material loaned under this Agreement, and for which the borrower assumed custody and possession, the borrower shall compensate the lender for the value (as identified by the borrower in paragraph A of this Article) of the lost or damaged equipment and/or material. Where the Parties intend the equipment and/or material to be utilized until the end of its useful life, the Annex or Appendix authorizing its loan shall so explicitly state.
- I. Any transfers of technology, equipment or other items pursuant to this Agreement shall be subject to the applicable laws and policies of the Parties.


ARTICLE VII—FINANCIAL PROVISIONS

- A. Each Party shall bear all costs associated with the participation of its own personnel in work performed under the Annexes or Appendices to this Agreement. The Parties shall bear their respective travel expenses necessary to carry out the cooperative program outlined herein.
- B. One of the objectives of this Agreement is the avoidance of unnecessary duplication of efforts in civil aviation security. For certain activities, and notwithstanding paragraph A of this Article, the Parties may jointly contribute resources to this overall effort and may also agree to share costs.
- C. Should an exchange of funds become necessary, as mutually agreed by the Parties, the Parties shall, in accordance with Article XI of this Agreement, specify in writing the manner in which the activity will be funded, the total cost ceiling of the activity, any applicable cost sharing arrangements, any currency variation arrangements, and the estimated value of any in-kind or non-financial contributions to the activity.
- D. All activities conducted pursuant to this Agreement, and to the Annexes and Appendices to this Agreement, are subject to the availability of appropriated funds, necessary resources and personnel.

ARTICLE VIII—INTELLECTUAL PROPERTY RIGHTS

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement, including its Annexes and Appendices. Rights to such intellectual property shall be allocated as follows:

- A. SCOPE
 - 1. Article VIII is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed in writing by the Parties.
 - 2. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.


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3. Each Party shall ensure that the other Party or entities participating under this Agreement on behalf of that other Party (henceforth "cooperative entities") can obtain the rights to intellectual property allocated in accordance with this Agreement. The allocation of such rights among a Party and participants on behalf of that Party in the cooperative activities, which shall be determined by the Party's own laws and practices, shall not be altered or prejudiced by application of this Agreement.
4. Disputes concerning intellectual property arising under this Agreement shall be resolved in accordance with Article XII.

B. ALLOCATION OF RIGHTS

1. Each Party, subject to the restrictions of section C of this Article, shall be entitled to a nonexclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named. Each Party or its cooperative entities shall have the right to review a translation prior to public distribution.
2. Rights to all forms of intellectual property, other than those rights covered by paragraph B.1 of this Article, shall be allocated as follows:
 - a. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution, unless a specific agreement is or has been signed between the host and forwarding institutions. In addition, each visiting researcher named as an inventor shall be entitled to treatment as a national of the host country with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.
 - b. For intellectual property created during joint research, the Parties or their cooperative entities shall jointly develop a technology management plan either prior to the start of their cooperation, for example in research areas likely to lead rapidly to industrial applications, or within a reasonable time from the time a Party becomes aware of the creation of intellectual property. The technology management plan shall consider the relative contributions of the Parties and their cooperative entities, the benefits of exclusive or non-exclusive licensing by territory or for field of use, requirements imposed by the Parties' domestic laws, and other factors deemed appropriate. If needed, the technology management plan shall be jointly modified or completed in a timely fashion, subject to the approval of both Parties or their cooperative entities.
 - c. If the Parties or their cooperative entities cannot reach agreement on a joint technology management plan within a reasonable time not to exceed six months from the time a Party becomes aware of the creation of the intellectual property in question, each Party may designate one co-exclusive licensee to have world-wide rights to said intellectual property. Each Party shall notify the other two months prior to making a designation under this paragraph.


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When both Parties (or their licensees) exploit the intellectual property in a country, they shall share equally the reasonable cost of intellectual property protection in that country.


- d. A specific program of research will be regarded as joint research for purposes of allocating rights to intellectual property only when it is designated as such in the relevant implementing agreement, otherwise the allocation of rights to intellectual property will be in accordance with paragraph B.2.a of this Article.
- e. In the event that either Party believes that a particular joint research project under this agreement will lead, or has led, to the creation or furnishing of intellectual property of a type not protected by the applicable laws of one of the Parties, the Parties shall immediately hold discussions to determine the allocation of the rights to the said intellectual property; the joint activities in question will be suspended during discussions, unless otherwise agreed by the Parties thereto. If no agreement can be reached within a three month period from the date of the request for discussions, the Parties shall cease the cooperation in the project in question. Notwithstanding paragraphs B.2.b and c of this Article, rights to any intellectual property which has been created will be resolved in accordance with the provisions of Article XII of this Agreement.

C. PROPRIETARY/BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as proprietary/business-confidential is furnished or created under the Agreement, each party and its cooperative entities shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as proprietary/business-confidential information if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is generally not known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential. Without prior written consent, neither of the Parties shall disclose any proprietary/business-confidential information provided by the other Party except to appropriate employees and government personnel. If expressly agreed between the Parties, proprietary/business-confidential information may be disclosed to prime and subcontractors. Such disclosures shall be for use only within the scope of their contracts with the Parties relating to cooperation under the Agreement. The Parties shall impose, or shall have imposed, an obligation on those receiving such information to keep it confidential. If one of the Parties becomes aware that, under its laws or regulations, it will be, or may reasonably expect to become, unable to meet the non-disclosure provisions, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

ARTICLE IX—CONFIDENTIALITY

- A. Definitions for purposes of this Agreement:
 - 1. Sensitive Security Information (SSI): Information obtained or developed in the conduct of security activities, including research and development, the disclosure of which DHS/TSA


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or ISA, respectively, has determined would constitute an unwarranted invasion of privacy, reveal trade secrets or privileged information obtained from any person, or be detrimental to the security of transportation.

2. Confidential Information - Information the unauthorized disclosure of which reasonably could be expected to cause damage to national security that the original classification authority is able to identify or describe.
 3. Secret Information - Information the unauthorized disclosure of which reasonably could be expected to cause serious damage to the national security that the original classification authority is able to identify or describe.
- B. Cooperative activities undertaken pursuant to this Agreement may include the use and exchange of Secret, Confidential, and/or SSI, as appropriate.
- C. The release of SSI, Confidential and/or Secret Information by TSA to ISA is subject to the prior approval of the TSA Administrator.
- D. Unless otherwise required by law, neither Party shall disclose to any person (including, but not limited to, a contractor of a Party) other than its employees any information, documents, records, or other materials received from the other Party in connection with work performed under this Agreement or its Annexes and Appendices, without the express written consent of the other Party. Specific procedures for handling SSI exchanged under this Agreement shall be contained in an Annex to this Agreement.
- E. The exchange of Secret and Confidential Information under this Agreement shall be in accordance with the principles set out in the Exchange of Notes Constituting an Agreement Concerning General Security of Military Information (GSOMIA), entered into in Tel Aviv on 30 July, 1982 and Jerusalem on 10 December 1982.
- F. Each Party shall take all practicable steps to ensure that information provided or generated pursuant to this Agreement is protected from further disclosure. In furtherance of that objective, each Party shall take steps to the extent consistent with its domestic law, to ensure that:
1. It does not use SSI, Confidential and/or Secret Information for purposes other than what is provided for under this Agreement including its Annexes or Appendices.
 2. It complies with any distribution and access restrictions on information that is provided pursuant to the Annexes or Appendices under this Agreement.
 3. It investigates in all cases in which it is known or where there are grounds for suspecting that Secret, Confidential and /or SSI or material provided or generated pursuant to this Agreement or the Annexes or Appendices, respectively, under this Agreement has been lost or disclosed to persons not authorized to receive such information under the terms of this Agreement, and promptly and fully informs the other Party of the details of any such occurrences, and the final results of the investigation and of the corrective action taken to preclude recurrences.
- G. Each Party shall ensure that in the case of ISA, the SSI, Confidential and/or Secret Information, or, in the case of TSA, Confidential and/or Secret Information, access to the information is limited to those persons who possess requisite security clearances and have a


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specific need for access to the information as specified in an Annex or Appendix to this Agreement, or the GSOMIA, where applicable.

ARTICLE X—PRIVILEGES AND IMMUNITIES

Nothing in this Agreement or in its annexes or appendices constitutes an express or implied waiver by either Party of its privileges and immunities under law.

ARTICLE XI—AMENDMENTS

This Agreement or its Annexes or Appendices may be amended in writing by mutual consent of the Parties.

ARTICLE XII—RESOLUTION OF DISAGREEMENTS

- A. Any disagreement regarding the interpretation or application of this Agreement or its Annexes and Appendices, except as provided in paragraph B below, shall be resolved by consultations between the Parties and shall not be referred to any international tribunal or third party for settlement.
- B. Unless otherwise provided in this Agreement, any disagreement or dispute regarding Intellectual Property, as set forth in Article VIII, shall be resolved through discussions between the Parties. Upon mutual agreement of the Parties, a dispute regarding Intellectual Property shall be submitted to an arbitral tribunal for binding arbitration. Unless the Parties agree otherwise in writing, the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as revised in 2010 shall govern. Any resolution of arbitration shall be in writing and contain the facts, law, and reasons on which it is based. The award shall be final and binding upon both Parties. The cost of the arbitrations shall be borne by the Parties in equal shares.

ARTICLE XIII—ENTRY INTO FORCE AND TERMINATION

- A. This Agreement shall enter into force on the date of the last signature and shall remain in force until terminated.
- B. This Agreement or its Annexes or Appendices may be terminated at any time by either Party by providing sixty (60) days notice in writing to the other Party. Termination of this Agreement shall not affect existing obligations of the Parties under Articles VI, VIII and IX. Each Party shall have one hundred and twenty (120) days to close out its activities following termination of this Agreement or its Annexes or Appendices. Termination of this Agreement also shall terminate all Annexes and Appendices subsequently concluded by the Parties pursuant to this Agreement.

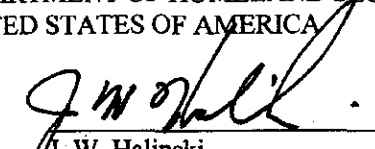

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ARTICLE XIV—AUTHORITY

The DHS/TSA and the ISA agree to the provisions of this Agreement as indicated by the signature of their duly authorized representatives.

FOR THE
TRANSPORTATION SECURITY ADMINISTRATION
DEPARTMENT OF HOMELAND SECURITY
UNITED STATES OF AMERICA

BY:



J. W. Halinski
Assistant Administrator
Office of Global Strategies

DATE:


24/11/10

PLACE:

Washington D.C

FOR THE
ISRAELI SECURITY AGENCY
STATE OF ISRAEL

BY:



Itshak (Tsahi) Stromza
Head of Protection & Security
Division

DATE:

24. 11. 10

PLACE:

Washington D.C