AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF ISRAEL

AND

THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

ON

COOPERATION IN DEFENSE RELATED MATTERS

The Government of the State of Israel and the Government of the Federative Republic of Brazil (hereinafter jointly referred to as the "Parties" and separately as the "Party"),

Recognizing the importance of the cooperation between the Parties;

Sharing the common understanding that mutual cooperation in the field of defense shall enhance the relationship between the Parties and enable them to increase their capabilities on defense matters;

Wishing to strengthen the various forms of collaboration between the Parties, on the basis of a reciprocal study of subjects of mutual interest; and

Agreeing that this Agreement serves as a General Agreement between the Parties, in the spirit of mutual understanding and subject to the framework stipulated in the Brazilian and the Israeli laws and regulations and international obligations,

The Parties hereby agree as follows:

ARTICLE 1
Scope

The Defense Cooperation between the Parties, which will be ruled by the principles of equality, reciprocity and mutual interest, has the following purposes:

a) to enable the Parties to benefit from defense and military projects of mutual interest, to exchange technologies, training and education in military subjects (Government and/or Private entities in their respective countries) and, in a cost effective manner, to collaborate in subjects related to defense systems and products and transfer thereof to third countries or third parties for the benefit of both Parties, all subject to mutual approvals and consents;

b) to promote cooperation between the Parties in Defense Related Matters, especially in the fields of Procurement, Research and Development, logistic support and mobilization;

c) to exchange knowledge and operational experience;

d) to share experience in the scientific and technological areas; and

e) to cooperate in any other Defense Related Matters that may be of mutual interest to both Parties.

ARTICLE 2
Defense Cooperation

1. Cooperation between the Parties, on Defense Related Matters, can be implemented along the following fields:

a) mutual visits by high-ranking delegations to civil and military entities;

b) meetings between representatives of defense institutions;

c) exchange of personnel;

d) participation in training courses, orientation periods, seminars, conferences, round table discussions and symposiums, offered in military and civil entities of defense interest, subject to common agreement between the Parties;

e) visits of naval ships and military aircraft;

f) cultural and sports events;

g) facilitation of commercial initiatives related to defense material and services related to defense matters;

h) procurement of defense material and services; and

i) implementation and development of programs and projects on defense technology application, considering the involvement of military and civil entities of each Party.

2. The Parties intend to facilitate the accomplishment of the aforementioned aims, when applicable, through the exchange of technical data, information and hardware leading to understanding of the military and defense requirements and their technological solutions by cooperation in research, production and marketing.

3. The Parties shall encourage their Defense Industry to search for projects and equipment with mutual interest on behalf of both Parties, being carried out for production and for marketing. The Defense Cooperation shall take into account the relative advantages of each Party regarding the marketing efforts and after sale services.

4. The Parties, subject to their applicable respective laws and regulations, will accord appropriate treatment to offers of defense equipment, services and know-how to be supplied by the other Party.

5. 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 Export Licenses and any other documents needed for the submission of bids or proposals required for the performance of this Agreement, all subject to the respective national legislation of the Parties.

6. Technical data, information or products developed or shared under this Agreement will not be transferred to third countries or third parties, without the prior written consent of the originating Party.

ARTICLE 3
National Legislation

The Parties intend to share the efforts and to support each other in performing activities that are covered by this Agreement and shall agree, in advance, in accordance with their respective national laws, regulations and policies and on a case by case basis, upon the specific terms concerning this Defense Cooperation.

ARTICLE 4
Financial Arrangements

1. For the purpose of this Agreement and unless otherwise stated, each Party shall be responsible for its own expenses.

2. All activities carried out under this Agreement shall be subject to the availability of funds of the Parties.

ARTICLE 5
Protection of Classified Information and Materials

Any Classified Information and Material that may be exchanged, gathered or generated in connection with this Agreement, will be used, transmitted, stored, handled and safeguarded in accordance with the provisions of the Agreement concerning Protection of Classified Information and Materials signed by the Parties on November 2010, as amended. All classified information which was not coordinated by the Points of Contact of the parties according to the above Agreement from 2010, shall be protected in accordance with the national laws, rules, and regulations of the Parties.

ARTICLE 6
Dispute Settlement

1. Any dispute regarding the interpretation of this Agreement or the execution of the terms arising there from, shall be resolved exclusively through direct consultations and negotiations between the Parties. Any decision given or award made pursuant to any such procedures shall be final and binding on the Parties to this Agreement.

2. During the dispute, controversy and/or dispute resolution procedures, both Parties shall continue to fulfill all their obligations in accordance with this Agreement.

3. All dispute settlement proceedings shall be held in English.

4. The Parties agree that any dispute settlement hereunder shall be conducted on confidential basis, and shall be subject to the security provisions of this Agreement.

ARTICLE 7
Notices

All communications generated by either Party shall be in writing and in English and the initial Points of Contact to this Agreement shall be the following:

a. For the Ministry of Defense of the State of Israel: Deputy Director of the, Politico-Military Department Israel Ministry of Defense.

b. For the Ministry of Defense of Brazil: Deputy Chief of International Affairs.

ARTICLE 8
Complementary Arrangements, Amendments, Reviews and Programs

1. With the consent of both Parties, Complementary Arrangements may be signed on specific and defined areas of cooperation under this Agreement, and shall form an integral part of this Agreement.

2. This Agreement may be amended or revised by mutual consent of the Parties, through diplomatic channels. Any amendments shall enter into force in accordance with Article 9(1) to this Agreement.

3. Implementation Programs on specific activities of Defense Cooperation under this Agreement, or its related Complementary Arrangements, shall be elaborated, developed, and implemented, according to mutual interests, by the personnel authorized by the Ministry of Defense of Brazil and by the Ministry of Defense of the State of Israel; shall not refer to issues which are beyond the competence of either Ministry of Defense; and will be subject to the respective applicable national laws and regulations of the Parties.

ARTICLE 9
Entry into force, Duration and Termination

1. This Agreement shall enter into force on the 30th (thirtieth) day after the receipt of the last written notification, through diplomatic channels, of the fulfillment of its respective domestic requirements for the entry into force of this Agreement.

2. This Agreement will remain in effect for a 5 (five)year period and will be extended for successive five-year periods, unless either of the Parties informs the other of its intention not to prolong this Agreement.

3. If, however, either Party considers it necessary to terminate its participation under this Agreement before the end of the 5 (five) year period, or any extension thereof, written notification of its intention will be given to the other Party 6 (six) months in advance of the effective date of termination, by diplomatic means.

4. Such notification of intent shall become a matter of immediate consultations with the other Party to enable the other Party to fully evaluate the consequences of such termination and, in the spirit of cooperation, to take such actions as necessary to alleviate problems that may result from the termination.

5. Although the Agreement may be terminated by each Party, any Complementary Arrangements and/or Implementing Programs, under this Agreement, shall continue to remain in effect if it is so specified in the terms of the specific Complementary Arrangement or Implementing Programs.

ARTICLE 10
Entire Agreement

This Agreement consists of the entire agreement signed between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement in Jerusalem on the 31st day of March 2019, which corresponds to the 24th day of Adar 2nd, 5779 in the Hebrew calendar, in duplicate, in the Hebrew, Portuguese and English languages, each text being equally authentic. In case of divergence in interpretation of the provisions of this Agreement, the English text shall prevail.

FOR THE GOVERNMENT OF THE STATE OF ISRAEL	FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL
	
Signature	**Signature**