A G R E E M E N T
BETWEEN THE GOVERNMENT OF GEORGIA AND THE GOVERNMENT OF THE STATE OF ISRAEL ON COOERATION IN THE FIGHT AGAINST CRIME AND PUBLIC SECURITY ISSUES

The Government of Georgia and the Government of the State of Israel (hereinafter referred to as the "Parties");

Desiring to develop and strengthen the existing friendship and partnership relations between their countries;

Recognizing their mutual interest in cooperation in order to protect their population, assets and interests from threats;

Being aware, that crime may endanger international peace, law and order, rule of law, security, stability, territorial integrity of their countries, impede development of economy, establishment of investment environment, democratic values and justice;

Emphasizing their common interest to fight crime and ensure public security;

Recognizing the fundamental principles and norms of international law and those international treaties, to which their states are parties to and which concern the scope of this Agreement;

Have agreed as follows:

Article 1
Fields of cooperation

The areas of cooperation shall include, *inter alia*, the following:

a) Law enforcement against organized crime, crimes against property, legalization of proceeds from criminal activities (money laundering); corruption, fight against terrorism (to the extent which is under the competence of the implementing agencies designated in Article 3) and other serious crimes;
b) illicit trafficking of narcotic drugs, psychotropic substances and precursors;

c) illicit trafficking, production, solicitation, possession, import, export, transit of and trade in firearms, ammunition, and explosives;
d) trafficking in human beings;
e) crimes against life, health, and physical integrity;
f) crimes related to objects of illicit trafficking in stolen goods of culture and art;
g) counterfeiting and altering of money, securities, means of non-cash payment and official documents, in particular travel documents, and their distribution and use;
h) crimes facilitated by the use of cyber infrastructures;
i) other trans-border and international crimes;
j) crime and delinquency prevention;
k) exchange of criminal intelligence information regarding public security;
l) science and technology as applied to public security;
m) emergency management;
n) critical infrastructure protection;
o) criminal analysis and forensics (to the extent which is under the competence of the implementing agencies designated in Article 3).

Article 2
Forms of cooperation

1. With the aim to prevent, detect and suppress crimes detailed in Article 1 of this Agreement, the Parties shall cooperate in the following forms:
   a) exchange of information;
   b) cooperation in search for wanted or missing persons, stolen items and other objects related to crime.

2. The Parties may also cooperate in the following forms:
   a) exchange of relevant experts and their training;
   b) arrangement of joint seminars;
   c) assistance in training of professional staff;
   d) exchange of results of scientific research;
   e) exchange of knowledge and experience on research methods and means used in the field of criminalities.

3. The cooperation pursuant to this Agreement shall be subject to the national legislation of the Parties and shall take place according to the international agreements by which the Parties are bound.

4. Cooperation under this Agreement shall not include mutual legal assistance in criminal matters and shall not derogate from and/or affect the Parties ability to seek and provide mutual legal assistance under relevant agreements regulating mutual legal assistance or Parties' cooperation through Interpol channels and in accordance to Interpol's rules and regulations.

Article 3
Competent Authorities

1. For the implementation of this Agreement, the competent authorities of the Parties are:

For the Government of Georgia:
The Ministry of Internal Affairs of Georgia (hereinafter referred to as: "MIA").

For the Government of the State of Israel:
The Ministry of Public Security (hereinafter referred to as: "IMPS").

2. The Parties shall exchange contact details of their contact points in writing for the implementation of this Agreement within sixty (60) days from the date of entry into force of this Agreement.

3. The Parties shall inform each other in writing about any change in the names, competences or contact information of their competent authorities.

Article 4
Joint Working Groups

1. The Parties shall establish a Joint Working Group (hereinafter referred to as "JWG") which will, inter alia:

a) assess the state of implementation of this Agreement;
b) discuss future areas and phases of cooperation;
c) develop and approve programs of cooperation;
d) agree upon exchange of delegations;

e) exercise control over execution of the provisions of this Agreement as well as over contracts signed between the corresponding organizations, in the framework of the implementation of this Agreement.
2. The JWG may establish sub-committees on different aspects of cooperation on a permanent or temporary basis, as agreed by the Parties.
3. The JWG shall convene from time to time, alternately in Tbilisi and in Jerusalem, as shall be agreed between the Parties.

Article 5
Cooperation requests

1. The cooperation in the framework of this Agreement shall be carried out upon a written request of either Party.

2. The cooperation request shall contain:
a) name of the requesting competent authority;
b) name of the requested competent authority;
c) subject of the request;
d) reason of the request;
e) any other information which can contribute to the fulfillment of the request.

3. The requests and answers shall be in writing and in English.

4. In urgent cases, the Parties can communicate with each other verbally. Such communication shall be confirmed in writing within 5 working days.

Article 6
Transmission and use of personal data

1. "personal data" in this Agreement shall mean any data relating to an identified or identifiable natural person: an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

2. The following provisions shall apply to the exchange of personal data (hereinafter referred to as "data") and the handling of the transmitted data:

a) Personal data shall be transmitted under this agreement solely for purposes which are under competent authorities mentioned in paragraph 1 of article 3;

b) the recipient Party may use the data solely for the purposes mentioned in the cooperation request and under the conditions determined by the data-transmitting Party; such data may be used for other purposes only with the prior written consent of the data-transmitting Party and in compliance with the legislation of both Parties;

c) upon the request of the data-transmitting Party, the recipient Party shall provide information on the use of the transmitted data and the results thus achieved;

d) the data-transmitting Party shall ensure that the transmitted data are correct and check that the transmission is necessary and appropriate to the intended purpose. In doing so, it is necessary to respect the national legislation of the Parties which may restrict the data transmission. Should it be subsequently ascertained that the transmitted data were incorrect or should not have been transmitted, the recipient Party must be notified immediately. It shall correct the wrong data and destroy the data which should not have been transmitted;

e) the Parties shall keep records on the transmissions, receipt and destruction of data. The records shall in particular indicate the purpose of the transmission, the scope of the data, the authorities involved and the reasons for destruction;

f) Notwithstanding article 10 to this agreement, personal data that was transmitted under this Agreement shall not be transmitted onward to third bodies or States;

g) the Parties shall effectively protect the transmitted data against accidental or unauthorized access, accidental loss, accidental or unauthorized change, against accidental or unauthorized transmission, or against accidental or unauthorized disclosure.

Article 7
Protection of classified information

1. The Parties agree to:
a) ensure the appropriate protection of all classified information, knowledge and expertise that is exchanged between them against any unauthorized access, alteration, publication, or dissemination;
b) protect any classified information, knowledge and expertise that is exchanged between them against disclosure to any third party with the same degree of care as they each exercise with their own classified information, knowledge and expertise of a similar nature.

2. Classified information and documents transmitted in the framework of cooperation under this Agreement may be provided to third states and international organizations only with a written consent of the transmitting Party.

3. The recipient Party shall grant the level of protection to the classified information received from the sender Party in accordance with the table of equivalence constituting the annex to this Agreement. This annex shall constitute an integral part of this Agreement.

Article 8
Refusal to fulfill requests

1. The requested Party may totally or partly refuse a request, should it believe that granting a request is likely to infringe the sovereignty, security, public order and national interests of its country, or if it is contrary to the national legislation of its state.

2. If the fulfillment of request is totally or partly rejected, the requested Party shall communicate in a timely manner and in writing the reasons of refusal to the requesting Party.

Article 9
Expenses

Each Party shall cover all of its own expenses related to the implementation of this Agreement, unless the Parties mutually agree otherwise on a case by case basis.

Article 10
Relation to other international treaties

The provisions of this Agreement do not affect the Parties' obligations assumed under other international treaties and rights conferred on them.

Article 11
Settlement of disputes

1. In the event of any dispute arising between the Parties, whether such dispute relates to the interpretation or application of the Agreement:
a) The Parties shall, in the first instance, make every reasonable effort to reach an amicable settlement through the points of contact mentioned in Article 3;
b) In the event of failure to reach such a settlement, the dispute shall be settled by direct consultations between the Director General of the IMPS and the MIA or, in the last resort, by negotiations through diplomatic channels.

2. During the dispute settlement, both Parties shall continue to fulfill all their commitments under this Agreement.

Article 12
Amendments and supplements

This Agreement may be amended and supplemented by a mutual consent of the Parties. Such Amendments and supplements shall be an integral part of this Agreement and shall enter into force in accordance with the Paragraph 1 of the Article 14 of this Agreement.

Article 13
Language of communication

All communications generated by either Party shall be in writing and in English.

Article 14
Final provisions

1. Agreement shall enter into force on the thirtieth (30) day from the date of the receipt of the last written notification through the diplomatic channels by which the Parties notify each other that their internal legal procedures for the entry into force of the Agreement have been complied with.

2. This Agreement shall remain in force until either Party notifies the other in writing, through diplomatic channels, of its intent to terminate it. It shall cease to be in force 90 (ninety) days from the date of such notification.

3. Should such notification be issued, the Parties shall enter consultations, in order to fully evaluate the consequences of the termination of the Agreement and take such actions as necessary to alleviate problems that may result from termination.

4. Cooperation activities already initiated in the framework of this Agreement (Implementing Arrangements, contracts and other instruments) prior to termination, shall continue until their completion.

Done in _____, on _____ 20__, which corresponds to the _____ the day of _____577__, in duplicate, in the Georgian, Hebrew and English languages, all texts being equally authentic. In case of divergence of interpretation of the provisions of this Agreement by the Parties, the English text shall prevail.

FOR THE GOVERNMENT OF GEORGIA

FOR THE GOVERNMENT OF THE STATE OF ISRAEL

Annex

To the Agreement between the Government of Georgia and the Government of the State of Israel on Cooperation in the Fight against Crime and Public Security Issues

The marking of classified information and their equivalence

The Parties, in compliance with the Article 7 (3) of the Agreement between the Government of Georgia and the Government of the State of Israel on Cooperation in the Fight against Crime and Public Security Issues, establish pursuant to the national legislations of Georgia and the State of Israel that the following classification markings of classified information are equivalent:

For Georgia	For the State of Israel	English Equivalent
განსაკუთრებული მნიშვნელობის GANSAKUTREBULI MNISHVNELOBIS	סודי ביותר	TOP SECRET
სრულიად საიდუმლო SRULIAD SAIDUMLO	סודי	SECRET
საიდუმლო SAIDUMLO	שמור	CONFIDENTIAL
შეზღუდული სარგებლობისთვის SHEZGHUDULI SARGEBLOBISTVIS	מוגבל...	RESTRICTED