

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE STATE OF ISRAEL ON COOPERATION IN HOMELAND AND PUBLIC SECURITY ISSUES

The Government of the Republic of India and the Government of the State of Israel (hereinafter referred to as: "the Parties"),

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

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

Willing to cooperate through the use or procurement of knowledge, experience, information, technology and scientific research and development of each Party in order to obtain the most efficient results through close cooperation in the areas covered by this Agreement;

Have reached the following understanding:

Article 1

The goals of this Agreement are:

- a. To direct and coordinate the identification, prioritization and implementation of cooperation between the Parties in the area of homeland and public security.
- b. To facilitate cooperation between the Parties and between their relevant governmental institutions in the field of homeland and public security.

Article 2

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

- a. Law enforcement against organized crime, human trafficking, money laundering, cyber crimes, fake currency notes and other serious crimes;

b. Counter terrorism areas, including:

- (i) Counter terrorism Concepts, threats assessment, lessons learned;
- (ii) Management of terror events;
- (iii) Counter terrorism and Border protection
- (iv) Counter Terrorism Technology;

And other Counter terrorism areas to the extent that is within the competence of the implementing agency stated in Article 10. The areas of the cooperation under this Agreement shall be restricted only to issues of cooperation in operational areas of counter-terrorism and shall not cover issues of cooperation in policy matters of counter-terrorism that come under the ambit of the joint working group on counter-terrorism constituted between the parties.

- c. Public/mass events protection;
- d. Investigation and intelligence for public security;
- e. Science and technology, as applied to public security;
- f. Emergency management;
- g. Bomb disposal unit (inter alia, improvised explosives material, long range explosives detection);
- h. Critical infrastructure Protection;
- i. Criminal analysis and Forensics;
- j. Products and equipments (for police and para-military forces);
- k. Any other areas of cooperation to be agreed upon by the Parties.

Article 3

Cooperation between the Parties shall be promoted through the following:

- a. Integrating and coordinating the identification, prioritization and implementation of joint efforts between the Parties in the area of homeland and public security;
- b. Managing of approved joint activities within the scope of this Agreement;
- c. Establishing clear lines of communication and points of contact between the Parties as part of an ongoing process of dialogue and partnership in pursuing common goals;
- d. Sharing of knowledge, experience, expertise, information, research and best practices;
- e. Identifying and sharing of public safety concerns on the basis of threats, risk assessments, priorities, vulnerabilities and consequences;
- f. Facilitating technical and technological exchange of knowhow, including education, training, exercise and procurement of equipment and services;
- g. The Parties may purchase equipments/ and/or technology from each other in the context of the issues covered under the present Agreement.

Article 4

The Parties shall ensure the protection of classified information exchanged due to the activities to be performed pursuant to this Agreement in accordance with the Agreement on the Protection of Classified Materials and Information to be signed between the Government of the Republic of India and the Government of the State of Israel.

Article 5

The Parties may enter implementing Arrangements in order to carry out joint projects.

Article 6

1. The Parties shall establish a Joint Steering Committee (hereinafter referred to as "JSC") which shall, *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; and
 - e) Exercise control over execution of the provision of this Agreement as well as over contracts signed between the corresponding organizations, in the framework of the implementation of this Agreement.
2. The JSC will be headed by:

For Israel – The head of the Counter Terrorism Bureau in the Prime Minister's Office and the Deputy Director General of the Ministry of Public Security.

For India – Additional Secretary, Ministry of Home Affairs.

3. The JSC may establish sub-committees on different aspects of cooperation on a permanent or temporary basis, as agreed by the Parties.
4. The JSC shall convene from time to time, alternately in New Delhi and in Jerusalem, as shall be agreed between the Parties.

Article 7

Each Party shall bear its own expenses relating to the implementation of this Agreement, unless otherwise agreed by the Parties.

Article 8

All communications generated by either Party shall be in English.

Article 9

Any activity under this Agreement shall be performed in accordance with and without infringement on the rights and obligations of the parties under their national/domestic laws and their obligations under any International agreements to which each party is a signatory.

Article 10

1. The Parties hereby appoint, as primarily responsible for the implementation of this Agreement, the following organs:

- a) On behalf of the Government of the Republic of India – the Ministry of Home Affairs (hereinafter referred to as: "MHA").
- b) On behalf of the Government of State of Israel – the Ministry of Public Security (hereinafter referred to as: "IMPS").

Areas of cooperation mentioned in Article 2(b) will be handled on the Israeli side by the Counter Terrorism Bureau in the Prime Minister Office.

Areas of cooperation mentioned in Article 2(j) will be handled on the Israeli side by "SIBAT" – Defense Export & Defense Cooperation Unit in Israel Ministry of Defense through the Head of South Asia Department in SIBAT.

2. The contact points for the implementation of this Agreement for each Party shall be the following:

For the MHA, GOI:
Joint Secretary (IS-I),
Ministry of Home Affairs

For the IMPS, Government of Israel:
Deputy Director General of Ministry of
Public Security

Article 11

1. In the event of any dispute arising between the Parties, whether such dispute relates to the interpretation of the Agreement or to the execution of its terms:

a) The Parties shall, in the first instance, make every reasonable effort to reach an amicable settlement through the JSC;

b) In the event of failure to reach such a settlement, the dispute shall be settled by direct negotiations between the Director General of IMPS and the Additional Secretary, MHA or, as the last resort, through diplomatic channels.

2. During the dispute settlement, both parties shall continue to fulfill all their commitments under this Agreement, other than issues/areas on which dispute has arisen.

Article 12

The Agreement may be amended by mutual consent of the Parties, in writing and through diplomatic channels. Amendments shall come into effect in accordance with the procedure set forth in Article 13(1) and shall be considered as an integral part of the Agreement.

Article 13

1. This Agreement shall enter into force on the thirtieth (30) day from the date of the receipt of the letter of diplomatic notes by which the Parties notify each other that their internal legal requirements for the entry into force of the Agreement have been complied with.

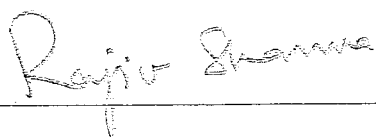
2. This Agreement shall remain in force until either Party notifies the other, in writing through diplomatic channels, of its intent to terminate it. It shall cease to be in force 90 (ninety) days after the date of such notification.

3. Should such notification be issued, the Parties shall enter into 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.

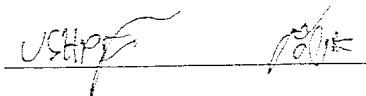
4. Cooperation activities already initiated in the framework of this Agreement (Implementing Arrangements, contracts and other instruments) prior to termination, shall continue until their completion.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at New Delhi this the 27th day of February, 2014 (Two Thousand and Fourteen) which correspond to the 25 day of Adar B, 5774 in the Hebrew calendar, in two originals each in Hindi, Hebrew and English, all texts being equally authentic. However, in case of divergence of interpretation, the English text shall prevail.



On behalf of the Government of
the Republic of India



On behalf of the Government of
the State of Israel
