

AGREEMENT

between

The Government of the Republic of Poland

and

The Government of the State of Israel represented by the Ministry of Defense
on the Mutual Protection of Classified Information relating to Defense and
Military Cooperation

The Government of the Republic of Poland and the Government of the State of
Israel represented by the Ministry of Defense, hereinafter referred to as the
"Contracting Parties";

intending to ensure mutual protection of Classified Information,
relating to defense and military cooperation
which have been classified subject to the internal law
of one of the Contracting Parties and transferred to the other Contracting Party
by the Competent Authorities
or by authorized entities and persons;

have agreed as follows:

ARTICLE 1
DEFINITIONS

1. "Classified Information" is information and materials which, regardless of the form and manner of its presentation, also at the time it is generated, needs to be protected against unauthorized disclosure. Information mentioned in this paragraph is marked according to its content in accordance with the internal law of each of the Contracting Parties.
2. "Third Party" is a government not being the Contracting Party to this Agreement as well as a person or other entity whose state is not the Party to this Agreement.
3. The Contracting Parties hereby agree that the following security classification levels are equivalent:

IN THE REPUBLIC OF POLAND	EQUIVALENT IN ENGLISH	IN THE STATE OF ISRAEL
ŚCIŚLE TAJNE	TOP SECRET	SODI BEYOTER
TAJNE	SECRET	SODI
POUFNE	CONFIDENTIAL	SHAMUR

4. Information from the Republic of Poland classified as "ZASTRZEŻONE" shall be treated as "SHAMUR" in the State of Israel.

ARTICLE 2
COMPETENT AUTHORITIES

1. The Competent Authorities of the Contracting Parties for the purpose of this Agreement are as follows:
 - 1) For the Republic of Poland:
 - Head of the Internal Security Agency (ABW).

- 2) For the State of Israel represented by the Ministry of Defense:
 - Director of the Directorate of Security for the Defense Establishment (IMOD/DSDE-MALMAB).
2. Authorized Competent Authorities, within the competences acknowledged them by their internal law, may conclude with each other executive agreements to this Agreement, specifying detailed rules relating to the protection of Classified Information for specific projects.
3. The Competent Authorities shall indicate persons authorized to maintain contacts for the purpose of executing of this Agreement.
4. The relevant agencies and industries of each of the Contracting Parties shall be notified - in accordance with their internal law - of the existence of this Agreement.

ARTICLE 3

PRINCIPLES OF PROTECTION OF CLASSIFIED INFORMATION

1. According to this Agreement and the internal law, the Contracting Parties shall undertake measures in order to protect Classified Information which shall be transferred or generated as a result of defense and military cooperation between the Contracting Parties, authorized entities or persons.
2. The Contracting Parties shall ensure that Classified Information transferred or generated in accordance with the provisions of this Agreement shall be granted at least the same protection as is in force in their States for Classified Information of the same security classification.
3. Classified Information referred to in this Agreement shall be used solely for the purpose for which it has been transferred.
4. Access to Classified Information, transferred and generated in accordance with the provisions of this Agreement, shall be granted to Third Parties

only on the basis of the prior written consent of the Competent Authorities, referred to in Article 2 paragraph 1.

5. Access to Classified Information transferred or generated according to the provisions of this Agreement may only be granted to authorized entities and persons whose official duties require their access to it and who have been authorized such access, after conducting the necessary internal procedures of their Contracting Party.
6. Contracting Parties will be responsible for the Classified Information from the time of receipt. Such responsibility will be under the relevant provisions and practices of this Agreement.

ARTICLE 4

CONTRACTS INVOLVING ACCESS TO CLASSIFIED INFORMATION

1. The Contracting Parties or authorized entities and persons may conclude contracts relating to defense and military matters, the implementation of which involves access to Classified Information of the other Contracting Party, in the territory of one of the Contracting Parties.
2. The Competent Authorities of the Contracting Parties shall agree, on a case by case basis, on security annexes whenever a contract referred to in paragraph 1, is concluded between the Contracting Parties or any other authorized entities and persons of the Contracting Parties.
3. The Competent Authority of one of the Contracting Parties may request the Competent Authority of the other Contracting Party to issue a written approval that an authorized entity or person has undergone the required security procedures allowing them to be granted access to Classified Information and that they possess the necessary means of the protection to secure the Classified Information.
4. The Competent Authority of a Contracting Party in whose territory

the Contract shall be executed, shall ensure that the authorized entity or person safeguard the Classified Information transferred or created as a result of carrying out the Contract according to the terms of this Agreement.

ARTICLE 5

MARKING OF CLASSIFIED INFORMATION

1. The transferred or generated Classified Information shall be marked with national security classifications, in accordance with Article 1 paragraph 3 and 4 of this Agreement.
2. Classification level of the exchanged Classified Information may be changed by the receiving Contracting Party only after obtaining the prior written approval of the originating Contracting Party.

ARTICLE 6

TRANSFER OF CLASSIFIED INFORMATION

1. Classified Information shall be transferred by diplomatic or military couriers or by other secured means that shall be agreed following the procedure referred to in Article 10. The Competent Authorities of the Contracting Parties and the authorized entities or persons shall confirm the receipt of Classified Information.
2. Classified Information may be transferred by protected telecommunication systems or networks that have been certified according to the internal law of one of the Contracting Parties.
3. In case one of the Contracting Parties wishes to use the Classified Information outside its territory, such transfer and use shall be subject to the prior coordination with the originating Contracting Party. This Agreement shall be applicable to such transfer or use as well.

ARTICLE 7

VISITS

1. Authorized entities and persons of one of the Contracting Parties visiting the other Contracting Party, shall be allowed access to Classified Information, within the required scope, as well as to the organizations or military units which deal with Classified Information, only after the prior written permission has been issued by the Competent Authority of the hosting Contracting Party.
2. The permission referred to in paragraph 1 shall be granted only to persons authorized access to Classified Information according to the internal law of the respective Contracting Party.
3. A request for visit shall include:
 - 1) name of the visitor, date and place of birth, nationality and passport number;
 - 2) purpose and date of the visit;
 - 3) name of the institution or unit the visitor represents and the visitor's position;
 - 4) personal security clearance level of the visitor;
 - 5) name and address of the facility or organization to be visited;
 - 6) name and position of the hosting person.
4. The data referred to in paragraph 3 shall be transmitted sufficiently in advance to the Competent Authority of the hosting Contracting Party.
5. Received personal data shall be used by the receiving Competent Authority exclusively for the purpose and on conditions defined by the transmitting Competent Authority.
6. The hosting Contracting Party shall take all necessary security measures and precautions needed to ensure the security, including physical security, of the visiting personnel representatives of the other Contracting Party in accordance with the provisions of this Agreement.

ARTICLE 8
LEAKAGE OF CLASSIFIED
INFORMATION

1. In case of affirmation by the Competent Authority of one of the Contracting Parties that unauthorized disclosure of Classified Information referred to in this Agreement has occurred, this Competent Authority shall immediately inform the Competent Authority of the other Contracting Party of that fact and of the actions undertaken.
2. All leakage of Classified Information shall be investigated in accordance with the internal law of the Contracting Party in whose territory such unauthorized disclosure occurred.
3. The Competent Authority of one of the Contracting Parties shall immediately inform the Competent Authority of the other Contracting Party of the results of such investigation.

ARTICLE 9
COSTS

Each of the Contracting Parties shall cover its own costs incurred in relation to the implementation of this Agreement.

ARTICLE 10
CONSULTATIONS AND COORDINATION

1. The Competent Authorities of the Contracting Parties shall hold periodical meetings at schedules and venues as shall be agreed separately in order to discuss, consult and coordinate matters of mutual interest.
2. During the periodical meetings, referred to in paragraph 1, the Competent Authorities shall also discuss procedures relating to transfer of Classified Information.

3. The Competent Authorities of the Contracting Parties shall inform each other of any amendments to their internal law that may have an impact on the implementation of this Agreement.

ARTICLE 11

SETTLEMENT OF DISPUTES

1. All disputes related to the interpretation and implementation of this Agreement shall be settled between representatives of the Competent Authorities of the Contracting Parties.
2. In case the dispute can not be settled as mentioned in paragraph 1, the decision of the Heads of Competent Authorities shall be final.

ARTICLE 12

ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT

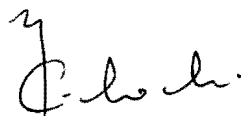
1. This Agreement shall enter into force after its signature by both Contracting Parties and after the Polish Contracting Party confirmed that all its internal procedures have been met. The date of receipt of the Polish confirmation shall be the effective date of the Agreement.
2. This Agreement is concluded for an unlimited period of time.
3. This Agreement may be terminated by each of the Contracting Parties by way of submitting a termination note. In such case the Agreement shall expire 6 months after the day of the receipt of the termination note.
4. In case of termination of this Agreement, Classified Information which has been exchanged between the Contracting Parties or generated by them, shall continue to be protected in accordance with the provisions of the Agreement.

ARTICLE 13
MISCELLANEOUS

1. All communication generated by either Contracting Party shall be in writing in the English language.
2. Any notice or communication required or permitted to be given under this Agreement shall be forwarded to the following addresses, subject to security restrictions:
 - 1) For the Republic of Poland:
 - The Director of the Department for the Protection of Classified Information, Internal Security Agency (ABW).
 - 2) For the State of Israel represented by the Ministry of Defense:
 - IMOD Principal Deputy Director- DSDE & Director Information Security.
3. This Agreement applies also to Classified Information which has been transferred or created prior to entering into force of this Agreement.
4. Upon the entry into force of this Agreement the Agreement on Secrecy between the Government of the Republic of Poland and the Government of the State of Israel signed in Warsaw on June 29th 1993 shall be terminated.

Done at Jerusalem on 24.02.2011 in two original copies each in the Polish, Hebrew and English languages, all texts being equally authentic. In case of divergences of interpretation, the English text shall prevail.

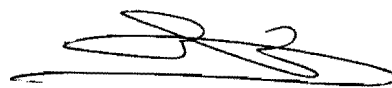
ON BEHALF OF THE
GOVERNMENT OF THE
REPUBLIC OF POLAND



Mr. Jacek Cichocki
Secretary of State

Secretary of the Committee
for Special and Intelligence Services
The Chancellery of the Prime Minister
of the Republic of Poland

ON BEHALF OF THE
GOVERNMENT OF THE STATE
OF ISRAEL REPRESENTED BY
THE MINISTRY OF DEFENSE



Mr. Amir Kain
Director DSDE (MALMAB)

Deputy Director General
Ministry of Defense
State of Israel