**IMPLEMENTING AGREEMENT (Template)**

(1st Draft 19.9.2019)

**BETWEEN**

**THE MINISTRY OF SCIENCE, TECHNOLOGY AND TELECOMMUNICATION**

**OF THE REPUBLIC OF COSTA RICA**

**AND**

**THE MINISTRY OF DEFENCE OF THE**

**STATE OF ISRAEL**

**(Relating to the sale of \_\_\_\_)**

The Ministry of Defence of the State of Israel ("IMOD") and the Ministry of Science, Technology and Telecommunication of the Republic of Costa Rica ("MICITT"), hereafter referred to as: “Parties”,

Whereas Pursuant to the MOU regarding Cooperation in Cyber Security dated\_\_\_\_\_\_ (hereinafter referred to as: "The MOU") the Parties are interested in strengthening, increasing and developing their amicable relationships;

Whereas The Parties are interested in activating the MOU by signing this Implementing Agreement (hereinafter referred to as: "IA") for the procurement of \_\_\_\_by MICITT from \_\_\_\_ Ltd. (hereinafter referred to as: "the Supplier");

Whereas MICITT through the letter dated \_\_\_\_\_\_\_\_\_ requested IMOD to submit a proposal for purchasing a \_\_\_\_\_\_\_\_\_ from the Supplier, through the supervision of IMOD;

Whereas The Parties agree that the purchasing process will be divided into two agreements:

This IA, which will be used for the purpose of supervision and Commercial Contract to be signed between MICITT and the Supplier (hereinafter referred to as: "the Contract")

Therefore the IMOD and MICITT have reached the following understanding:

**ARTICLE 1- PURPOSE AND SCOPE**

1. The objective of this IA is to provide a framework for the supply and delivery of a \_\_\_\_\_\_ for the MICITT in order to ensure the sustained and uninterrupted performance of the Contract according to the terms and conditions established in the Contract to be signed between MICITT and the Supplier.
2. The Contract will be executed by and between MICITT and the Supplier.

**ARTICLE 2- OBLIGATIONS OF THE PARTIES**

1. In addition to the information to be furnished under the Contract, the IMOD shall, upon the request of MICITT, make available to MICITT and its duly authorized representatives existing information relevant to the \_\_\_\_\_\_\_\_;
2. MICITT shall obtain approval required for the import of the \_\_\_\_\_\_\_\_\_\_ and other related requirements;
3. The Parties signed this IA for the purpose of assuring the continuation support and uninterrupted supply by the Supplier to the MICITT of the \_\_\_\_\_\_\_\_\_, in accordance with the terms and conditions stated in the Contract.
4. MICITT commits itself that the \_\_\_\_\_\_\_\_ will be used only by the MICITT for the operational needs of the Government of Costa Rica. MICITT will be the End User and no other Party will be allowed to inspect, purchase, or have any other rights in the \_\_\_\_\_\_\_\_\_.
5. IMOD shall monitor the contractual obligations undertaken by the Supplier under the Contract in order to assure full compliance by the Supplier. The Supplier is solely committed to the delivery of the \_\_\_\_\_\_\_\_\_ to MICITT according to the Contract.
6. IMOD through the Supplier undertakes to provide assistance to the MICITT in implementing the terms agreed in the Contract, as per MICITT’s request. This assistance includes monitoring of the terms and conditions relating to the \_\_\_\_\_\_\_\_ and licenses in order to assure that same are fair and reasonable and would have been accepted by the IMOD under similar conditions.
7. IMOD shall monitor and inspect all the obligations, specifications and undertakings as per industry practice stipulated in the Contract between MICITT and the Supplier and shall verify that said Contract is well administered and managed in its technical, financial, legal and operational aspects by designated Supplier;

**ARTICLE 3- SETTLEMENT OF DISPUTES**

1. In the event of any difficulty, difference or dispute arising between MICITT and the Supplier in connection with the interpretation, application or due performance of the Contract, it shall be settled within the framework of the Contract;
2. In the event, however, of the Parties failing to reach such settlement, the Parties agree to submit the dispute to the settlement of the Director of SIBAT of the Israel MOD and the \_\_\_\_\_\_of MICITT. Any decision given pursuant to any such settlement procedures shall be final for the Parties.
3. Any decision given or award made, pursuant to any such dispute resolution shall be final and binding on the Parties to this IA.
4. During the dispute and/or controversy, both Parties shall continue to fulfill all other obligations under this IA.
5. The settlement procedures shall be held in English.
6. Each Party shall be responsible for its respective costs incurred due to the resolution of dispute procedures.
7. In case of dispute or need for interpretation this IA shall not be subject to any National or International Law nor to any National or International Tribunal.

**ARTICLE 4- FINAL PROVISIONS**

1. This IA shall remain in force as long as the Contract between MICITT and Supplier is effective and enforceable;
2. This IA may be modified or amended only in writing, as considered appropriate, and through mutual understanding and agreement of the Parties;
3. This IA shall come into effect on the date it is signed by both Parties.

**ARTICLE 5 – NOTICES**

1. All communications generated by either Party shall be in writing and in English and Spanish. It is agreed that in the event of any dispute the English version shall prevail.
2. The Points of Contact to this IA shall be the following:

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| --- | --- |
| IMOD | MICITT |
| The Israel Ministry of Defence  SIBAT  Director of Latin America Div.  Hakirya Tel-Aviv Israel  Tel.: 03-6977925  Fax: 03-6976843 | Director of Digital Governance  Ministry of Science, Technology and Telecommunications  Tel: +506 253922  Mail: Gobernanzadigital@micitt.go.cr |

1. This IA shall be Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ in 4 (four) original copies, 2 (two) in English and 2 (two) Spanish, both original and equally authentic. However, in case of controversy or need of interpretation the English version shall prevail.

***In witness whereof; the Parties hereto have set their hands and signature the day herein below mentioned***

**IMOD MICITT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Signature**

**Maj. Gen. (ret.) Udi Adam**

**Director General**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature**

**Victor Weiss**

**Comptroller**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature**

**Brig. Gen. (ret.) Yair Kulas**

**Director of SIBAT**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_