MEMORANDUM OF UNDERSTANDING

FOR

GLOBAL DEVELOPMENT COOPERATION BETWEEN

THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

AND

MASHAV - THE AGENCY FOR INTERNATIONAL DEVELOPMENT COOPERATION OF THE STATE OF ISRAEL

The United States Agency for International Development ("<u>USAID</u>"), and the Agency for International Development Cooperation ("<u>MASHAV</u>") of the State of Israel, hereinafter individually referred to as a "<u>Participant</u>," or, together, as the "<u>Participants</u>";

WHEREAS the Participants signed a Memorandum of Understanding ("MOU") in 2012 to memorialize cooperation in the area of food-security, and signed a subsequent MOU in 2017 to memorialize cooperation in support of power programs in Africa;

CONSIDERING the historical and successful development cooperation between the Participants to further the development of third countries;

RECOGNIZING the Participants' shared commitment to development cooperation that empowers communities and individuals to improve their own lives; and

SEEKING to strengthen and expand the existing collaborative relationship for global development, and to design ever-stronger trilateral cooperation activities, including technical assistance based on the expertise of both Participants to support the self-reliance of partner countries.

NOW, THEREFORE, set forth the following understandings:

I. Objective

This MOU aims to establish the framework for further international development cooperation between the Participants in trilateral activities that advance the development of third countries, including, but not limited to, those in Africa, Latin America, and the Caribbean. The Participants intend to share knowledge, experience, and resources to develop projects in a wide range of development sectors, including the private sector, water, education, technology, science, agriculture, cyber-security and humanitarian assistance. The Participants share the purpose of

strengthening, in all cases, the institutional and socio-economic capacities of governments, civil society, and the private sector in partner countries towards self-reliance.

The Participants specifically acknowledge that this MOU is not an obligation of funds, and does not constitute a legally binding commitment under international law or the laws of Israel or the United States. Neither this MOU, nor any memorialization of project- or activity-level understandings under this MOU, creates any rights for any third party. The Participants intend to cooperate under this MOU while maintaining their own separate and unique missions and mandates.

II. Focus Areas for Partnership

The Participants identified the following sectors as priorities for the provision of international cooperation consistent with the overall objective of this MOU:

- A. Agriculture, Food-Security, Nutrition and Resilience;
- B. Water:
- C. Education;
- D. Science, Technology and Innovation;
- E. Cyber-Security;
- F. Private-Sector Engagement; and
- G. Humanitarian Assistance and Emergency Response.

III. General Intentions of the Participants

The Participants intend to carry out their respective activities under this MOU in conformity with their respective laws, regulations, procedures, and policies, and subject to the availability of funds.

The Participants intend to join efforts, and to maintain a close working relationship to achieve the objectives of this collaboration. The Participants intend to inform their respective personnel and their interagency counterparts of this joint commitment to collaboration.

The Participants intend to keep each other informed, as appropriate, of relevant activities pertaining to this collaboration; to schedule meetings and consultations, as needed, to evaluate the progress of collaboration under this MOU; and to introduce or modify activities, as deemed necessary.

The Participants plan to respect each other's confidentiality policies, with the mutual understanding that the Participants intend to publicize this MOU and its objectives without disclosing any information shared by one Participant with another that it designated as confidential or proprietary.

Neither Participant intends to use, in any manner whatsoever, the name, emblem, logo, or official seal of the other Participant, or any abbreviation thereof, in connection with its business or otherwise, absent express authorization by the other Participant in writing.

The Participants intend to coordinate with each other on all press releases or public statements regarding collaboration activities under this MOU.

IV. Modalities

The Participants intend to carry out cooperation activities under this MOU through mechanisms they intend to define jointly when identifying and designing projects. Each Participant may codesign and jointly implement activities through either in-kind or financial resources.

The Participants intend to conduct cooperation under this MOU through the following modalities:

- A. Organizing events, exhibitions, and seminars;
- B. Developing joint studies and research, preferably linked to enhancing the development of the private sector;
- C. Exchanging technicians, specialists and professionals for the transfer and implementation of knowledge and successful experiences;
- D. Capacity-building of the public and private sectors in third countries;
- E. Arranging and carrying out short visits for the purpose of receiving training and specialized knowledge at public and private institutions of excellence;
- F. Creating public-private partnerships to support the financing of activities of mutual interest;
- G. Exchanging information, documents and materials related to successful experiences in international cooperation for development; or,
- H. Engaging through any other modalities decided by the Participants.

V. Identification and Design of Cooperation Activities

In support of cooperation under this MOU, the Participants intend to carry out periodic consultations to analyze proposals for joint programs or projects. The Participants expect to approve the programs or projects by mutual decision, in consultation with the beneficiary country or countries, in respect of their national priorities.

The Participants intend to coordinate in preparing project documents that contain each project's objectives, activities, expected results, and budget. In the case of trilateral projects, the country, countries, or region that expect to receive development assistance under this cooperation should participate in the design of activities.

VI. Mechanism for Monitoring and Evaluation

For effective implementation, monitoring, and evaluation of the projects, the Participants intend to meet at least annually, in person or virtually. Each Participant expects to cover its own expenses to attend such meetings. The Participants should conduct both technical and financial monitoring of joint activities. Each Participant intends to retain the ability to carry out its own internal supervision and oversight of joint projects.

VII. Representatives

USAID intends to implement this MOU through its Office of Development Cooperation in its Bureau for Policy, Planning, and Learning (or successor Bureau), in coordination with other implementing bureaus, the USAID/Mission for West Bank and Gaza, and other USAID field missions. MASHAV intends to implement this MOU through Centers and affiliates in Israel and abroad.

The Participants may give any notices pursuant to this MOU in writing, and deliver them to the following points of contact, or to such other address as the Participants may identify from time-to-time:

For USAID:

Director, Office of Development Cooperation Bureau for Policy, Planning, and Learning Attention: Shereen Faraj PPL/DC 7.10-203 Ronald Reagan Building 1300 Pennsylvania Avenue, N.W. Washington, D.C. 20004 Telephone: +1-202-712-5819

For MASHAV:

Director of Planning, Evaluation and Partnerships Department Attention: Shulamit Kurzon van Gelder MASHAV, Ministry of Foreign Affairs 9 Rabin Blvd. Jerusalem Israel 91007 Telephone: +972 (2) 5303111

VIII. General Items

- A. The Participants may modify this MOU by mutual written decision.
- B. Collaboration under this MOU becomes operative on the date of the last signature, and remains operative until August 21, 2024. The Participants may renew this MOU by mutual written decision.

C. Either Participant may discontinue its participation under this MOU at any time, but is expected to give the other Participant sixty (60) days' advance written notice of its intention to do so.

D. This MOU is a non-legal and non-binding expression of the current intentions of the Participants. It does not, nor is it intended to, create any binding rights or obligations (legal, financial, or otherwise) for either Participant under domestic or international law.

SIGNED at ________ on this ______ on this ______ day of _______, 2019, in duplicate, in the English language. Both texts are equally authentic.

FOR UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT: FOR MASHAV – THE AGENCY FOR INTERNATIONAL DEVELOPMENT COOPERATION OF THE STATE OF ISRAEL:

Mark Green

Administrator

Israel Katz

Minister for Foreign Affairs