

AGREEMENT

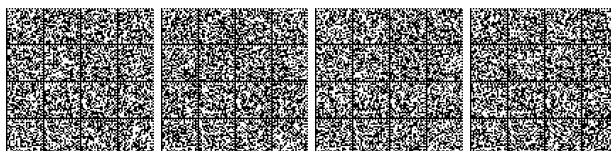
BETWEEN

**THE GOVERNMENT OF THE
ITALIAN REPUBLIC**

AND

**THE GOVERNMENT OF THE HASHEMITE
KINGDOM OF JORDAN**

ON DEFENCE CO-OPERATION



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AGREEMENT BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN ON DEFENCE CO-OPERATION

INTRODUCTION

The Government of the Italian Republic and the Government of the Hashemite Kingdom of Jordan (hereinafter referred to as “Party” or “Parties”):

- confirming their commitment to the Charter of the United Nations;
- desiring to enhance co-operation between their Ministries of Defence;
- convinced that bilateral cooperation will help understand their respective military issues and consolidate their respective Defence capabilities;
- sharing the common understanding that mutual co-operation in the field of Defence will enhance the relationship between the Parties,

have agreed as follows:

ARTICLE 1 PRINCIPLES AND AIMS

Cooperation between the Parties, ruled by the principles of equality, reciprocity and mutual interest, will be carried out in conformity with their respective domestic legislation and international commitments, and for the Italian Party, with the European legislation, to encourage, facilitate and develop co-operation in the field of Defence.

ARTICLE 2 GENERAL COOPERATION

1. Implementation

- a. On the basis of this Agreement the Parties may elaborate long-term and annual plans of bilateral co-operation in the military sphere, which will determine prospective lines of that sort of co-operation and should include names, venues and dates of co-operation activities, the number of participants as well as the implementation modalities of the activities.
- b. The annual plan of co-operation shall be signed by authorized representatives of the Parties after mutual agreement.
- c. The organisation and conduct of concrete co-operation activities in the Defence field will be carried out by the Ministry of Defence of the Italian Republic and the Ministry of Defence of the Hashemite Kingdom of



Jordan/ General Head Quarters of the Jordanian Armed Forces.

- d. Possible consultations of the Parties' representatives will be conducted alternately in Amman and in Rome in order to draw up and agree, if advisable and subject to bilateral approval, possible specific arrangements to supplement and complete this Agreement, as well as possible cooperation programmes between the Italian Armed Forces and the Armed Forces of the Hashemite Kingdom of Jordan.

2. Fields

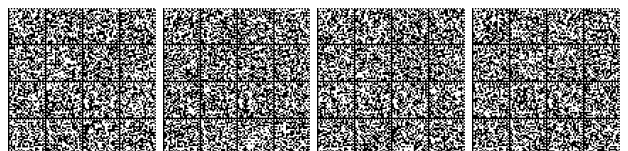
Co-operation between the Parties may include, but is not limited to the following areas:

- a. security and defence policy;
- b. research and development, logistic support and acquisition of Defence products and services;
- c. humanitarian operations and peace support operations;
- d. Armed Forces organization, structure and equipment of military units, personnel management;
- e. organization and management of the Armed Forces;
- f. environmental issues and pollution caused by military activities;
- g. education and training in the military field;
- h. military medical service;
- i. military history;
- j. military sport;
- k. other military fields that may be of mutual interest to both Parties.

3. Modalities

The co-operation between the Parties on Defence matters may take the following modalities:

- a. mutual visits by delegations of civilian and military agencies;
- b. exchange of experiences between experts of the two Parties;
- c. meetings between Defence Institutions representatives;
- d. exchange of lecturing and training personnel, as well as of students from military Institutions;
- e. participation in theoretical and practical training courses, orientation periods, seminars, conferences, roundtable discussions and symposiums, offered in military and civilian Defence establishments;



- f. participation in military exercises;
- g. participation in peacekeeping and humanitarian operations;
- h. visits of military ships and aircraft;
- i. exchange of cultural and sporting activities;
- j. support of commercial initiatives related to Defence material and services linked to Defence matters;
- k. any other military fields that may be of mutual interest to the Parties.

ARTICLE 3 FINANCIAL MATTERS

1. Each Party shall be responsible for its own expenses incurred in the implementation of this Agreement, as regards:
 - a. travel expenses, salaries, health and accident insurance and any other allowance due to its own personnel under its regulations;
 - b. medical and dental expenses, as well as those due to the removal or evacuation of its own sick, injured or deceased personnel.
2. Without prejudice to the terms of item “b”, above, the host Party shall provide emergency treatment at medical facilities of its Armed Forces, to any personnel of the sending Party who may require urgent medical assistance during the implementation of bilateral co-operation activities under this Agreement.
3. The host Party shall accommodate official delegations on a reciprocal basis.
4. All activities carried out under this Agreement shall be subject to the availability of funds of the Parties.

ARTICLE 4 JURISDICTION

1. The Authorities of the host Party have the right to exercise their jurisdiction over military and civilian hosted personnel for the offences committed in their national territory and punishable under host Party national regulations.
2. The Authorities of the sending Party, however, have the right to exercise on priority their jurisdiction over the members of their own Armed Forces and over civilian personnel – if it is subject to the law in force in the sending Party - in the following cases:
 - a. when the offences threaten the security or goods of the sending Party;



- b. when the offences result from acts or omissions – whether due to wilful or negligent behaviour – carried out during or in connection with duty service.
3. Should the above mentioned hosted personnel be involved in offences for which the laws of the host Party prescribe capital punishment and/or other sanctions contrary to the principles and legislation of the sending Party, such punishment and/or sanctions shall not be delivered and, if delivered, they shall not be administered.

ARTICLE 5 COMPENSATION FOR DAMAGES

1. Compensation for any damage caused to the host Party by a member of the sending Party during or in connection with their mission/exercise under this Agreement, will be settled, by mutual agreement, by the sending Parties.
2. If the Parties are jointly responsible for any loss or damage caused during or in connection with the activities under this Agreement, the Parties shall, by mutual agreement, settle that loss or damage.

ARTICLE 6 CO-OPERATION IN THE FIELD OF DEFENCE MATERIAL

1. Categories of armaments

In accordance with their respective national laws and in order to regulate activities relating to Defence equipment, the Parties agree on possible co-operation in the following categories of armaments:

- a. ships and related equipment for military use;
- b. military aircraft and helicopters and related equipment;
- c. tanks and vehicles for military use;
- d. automatic firearms and associated ammunition;
- e. medium and large-caliber weapons and associated ammunition;
- f. bombs, mines (excluding anti-personnel mines), rocket, missiles, torpedoes and associated monitoring equipment;
- g. gunpowder, explosives and propellants for military use;
- h. electronic, electro-optical and photographic systems and related equipment for military use;
- i. especially manufactured armored materials for military use;



- j. specific materials for military training;
- k. machines and equipment designed for manufacturing, testing and monitoring weapons and ammunition;
- l. special equipment manufactured for military use.

The mutual procurement of materials of interest of the respective Armed Forces shall take place under this Agreement and can be implemented either through direct State-to-State operations or through private companies authorized by the respective Governments.

The respective Governments undertake not to re-export the acquired material to third Parties without the previous consent of the Party which originally provided the material.

2. Modalities

Activities in the area of Defence industry and procurement policy, research, development of armaments and military equipment may take the following modalities:

- a. scientific research, test and design;
- b. exchange of experience in the technical sector;
- c. mutual production, modernization and mutual technical services in sectors decided by the Parties;
- d. support to the Defence industries and governmental Bodies in order to create co-operation in the field of military material production.

The Parties will offer mutual assistance and collaboration to foster the fulfilment by industries and/or organizations concerning this Agreement and contracts signed under its provisions.

ARTICLE 7 INTELLECTUAL PROPERTY

The Parties commit themselves to put into effect the procedures required to ensure the safeguarding of all the intellectual property, including patents stemming, from the activities carried out in compliance with this Agreement, according to their laws and to international Agreements in this area signed by the Parties.



ARTICLE 8
SECURITY OF CLASSIFIED INFORMATION

1. "Classified information" is any information, act, activity, document, material or thing to which, one of the Parties, has assigned a security classification.
2. All classified information exchanged or generated in connection with this Agreement, will be used, transmitted, stored, handled and/or protected in accordance with the Parties' applicable internal laws and regulations.
3. Classified information shall be transferred only through government-to-government channels approved by the Competent Security Authority/Authority designated by the Parties.
4. The corresponding security classifications are:

For the Italian Republic	Corresponding (in English)	For the Hashemite Kingdom of Jordan
SEGRETISSIMO	TOP SECRET	سري للغاية
SEGRETO	SECRET	سري
RISERVATISSIMO	CONFIDENTIAL	مكتوم
RISERVATO	RESTRICTED	محدود

5. Access to classified information, exchanged on the basis of this Agreement, is permitted to the personnel of the Parties who have a need-to-know and an adequate level of security clearance in compliance with national laws and regulations.
6. The Parties shall ensure that all classified information exchanged will be used only for the intended purposes within the objectives and the scope of this Agreement.
7. Transfer to third Parties/international Organizations of classified information, obtained as a result of cooperation in the field of Defence material covered by this Agreement, shall be subject to the prior written consent of the competent Security Authority of the generating Party.
8. Without prejudice to the immediate effect of the clauses contained in this article, further aspects of security relating to classified information, not contained in this Agreement, shall be governed by a specific general Agreement on security concluded by the respective competent Security Authorities or by the designated Security Authorities of the Parties.



**ARTICLE 9
SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or application of this Agreement shall be resolved exclusively through consultations and negotiations between the Parties, through diplomatic channels.

**ARTICLE 10
ENTRY INTO FORCE**

1. This Agreement shall enter into force on the date of receiving the last of the written notifications by which the Parties shall inform each other, through diplomatic channels, of the fulfillment of their respective domestic requirements for the entry into force of this Agreement.
2. This Agreement shall replace the previous Agreement, signed on June 11th, 2002 and entered into force on June 21st, 2004.

**ARTICLE 11
SUPPLEMENTARY PROTOCOLS, AMENDMENTS, REVISIONS AND
PROGRAMMES**

1. With the consent of both Parties, supplementary protocols may be concluded in specific areas of co-operation on Defence matters involving military and civilian establishments, under the terms of this Agreement.
2. Supplementary protocols, which will be negotiated between both Parties, shall be elaborated according to national procedures and shall be restricted to the purposes of this Agreement without contradicting the respective national legislations.
3. Implementation programs that will give effect to this Agreement or its supplementary Protocols shall be elaborated, developed and implemented by the personnel authorized by the Ministry of Defence of the Italian Republic and the Ministry of Defence of the Hashemite Kingdom of Jordan/the General Headquarters of the Jordanian Armed Forces, according to mutual interests, in close coordination with the Ministries of Foreign Affairs and the competent Security Authorities for the aspects concerning the classified information of both Parties, where applicable.
4. This Agreement may be amended or revised by mutual consent through an Exchange of Notes between the Parties, through diplomatic channels.
5. Supplementary Protocols, amendments and revisions shall enter into force as specified in Article 10 (ENTRY INTO FORCE) of this Agreement.



ARTICLE 12
DURATION AND TERMINATION

1. This Agreement is established to be in force for five years, and will be automatically extended for one-year recurrent periods unless either of the Parties expresses its intention to terminate it in a written notification; in this case, the Agreement will lose effect ninety days after such a notification has been received.
2. The termination of this Agreement shall not affect any on-going programmes and activities under this Agreement, unless otherwise decided by the Parties.

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

Done at Rome on 29th April 2015 in two originals, both in Italian, Arabic and English, all texts being equally authentic. In case of any divergence on the interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE
ITALIAN REPUBLIC
The Minister of Defence
Roberta PINOTTI

FOR THE GOVERNMENT OF THE
HASHEMITE KINGDOM OF JORDAN
Advisor to His Majesty the King For Military
Affairs Chairman of Joint Chiefs Of Staff
General Maʼshal M. AL-ZABEN

