

**MUTUAL RECOGNITION AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE STATE OF ISRAEL
FOR CONFORMITY ASSESSMENT OF
TELECOMMUNICATIONS EQUIPMENT ²**

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE STATE OF ISRAEL (referred to in this Agreement collectively as “Parties” and individually as “Party”);

RECOGNIZING that market access between the territories of the Parties will be enhanced if the Parties mutually recognize test results and equipment certifications undertaken in the context of conformity assessment;

RECOGNIZING that in order to establish this mutual recognition, each Party must have confidence in the reliability of conformity assessment procedures of the other Party;

RECALLING the obligations of the Parties as Members of the World Trade Organization (“WTO”), specifically their obligations under the WTO Agreement on Technical Barriers to Trade;

RECOGNIZING that an agreement for mutual recognition of the results of conformity assessment is of particular importance to telecommunication equipment suppliers of both Parties;

RECOGNIZING that the Parties have mutual interest in the telecommunication sector;

HAVE AGREED as follows:

ARTICLE 1

Purpose of the Agreement

This Agreement is intended to streamline conformity assessment for a wide range of telecommunications and telecommunications-related equipment and thereby to facilitate trade between the Parties. This Agreement provides for the mutual recognition by the Parties of designated conformity assessment bodies and acceptance of the results of testing and equipment certifications undertaken by recognized conformity assessment bodies in assessing conformity of equipment to a Party’s technical regulations.

ARTICLE 2

Definitions and Interpretation

General terms associated with test reports and conformity assessment used in this Agreement shall have the meaning assigned to those terms in “ISO/IEC 17000:2004, *Conformity assessment – Vocabulary and general principles*, of the International Organization for Standardization and the International Electrotechnical Commission” (hereinafter “ISO/IEC 17000:2004”) unless specifically defined otherwise in this Agreement. In addition, for the purpose of this Agreement, the following definitions shall apply:

administrative arrangements means any publicly available procedures or legal or contractual 3

arrangements within a Party's jurisdiction that have an impact on conformity assessment of telecommunications equipment within the scope of this Agreement, as described in Article 3;

certification body means a body that performs certification;

conformity assessment body means a body, which may include a third party or a supplier's testing laboratory, or a certification body, that assesses whether telecommunications equipment conforms to a Party's technical regulations;

designation means the act by a designating authority of designating a conformity assessment body to assess whether telecommunications equipment conforms to a Party's technical regulations;

designated conformity assessment body means a conformity assessment body that has been designated by a Party pursuant to this Agreement;

Phase I Procedures means the procedures for the designation and recognition of testing laboratories and mutual acceptance of test reports, set forth in Appendix B;

Phase II Procedures means the procedures for the designation and recognition of certification bodies and mutual acceptance of equipment certifications, set forth in Appendix C;

public telecommunications network means public telecommunications infrastructure that permits telecommunications between defined network termination points;

recognition means the act by a regulatory authority of recognizing that a conformity assessment body is competent to perform conformity assessment and that the results of conformity assessment will be accepted from that conformity assessment body;

recognized conformity assessment body means a conformity assessment body that has been designated by one Party and recognized by the other Party pursuant to this Agreement;

regulatory authority means a government agency or entity that exercises a legal right to control the use or sale of telecommunications equipment within a Party's territory and that may take enforcement action to ensure that products marketed within the Party's territory comply with the Party's legal requirements;

technical regulations means those technical requirements, legislative and regulatory provisions, and administrative arrangements that a Party has specified in Annex I pertaining to the testing or certification of equipment with respect to which compliance is mandatory;

testing laboratory is a laboratory that performs testing.

In the event of any inconsistency between a definition in ISO/IEC 17000:2004 and a definition in this Agreement, the definition in this Agreement shall prevail. 4

ARTICLE 3

Scope

1. This Agreement applies to conformity assessment of equipment that may be attached to a public telecommunications network and other equipment subject to telecommunications regulation, whether wire or wireless and including terrestrial and satellite equipment, whether or not connected to a public telecommunications network. This Agreement does not apply to conformity assessment of equipment which can only be connected behind devices providing adequate network protection for a public telecommunications network as long as the equipment is not subject to conformity assessment procedures that apply to network terminal attachment.
2. This Agreement applies to those technical regulations that the Parties list in Annex I, namely technical regulations for network terminal equipment and other telecommunications equipment, including regulations concerning conformity assessment and electromagnetic compatibility.
3. This Agreement applies to recognized conformity assessment bodies designated by each Party as listed in Annex III.
4. This Agreement shall not be interpreted as acceptance by one Party of the standards or technical regulations of the other Party, or as mutual recognition of the equivalence of the Parties' standards or technical regulations.

ARTICLE 4

Designating Authorities, Regulatory Authorities, and Accreditation Bodies

1. Each Party shall ensure that its designating authorities have the authority and competence to designate, list, verify the compliance of, limit the designation of, and withdraw the designation of conformity assessment bodies within the designating authorities' jurisdiction. Each Party also shall ensure that its regulatory authorities have the authority and competence to recognize conformity assessment bodies that the other Party designates for recognition under this Agreement.
2. Each Party's designating authorities shall take such measures as necessary to ensure that conformity assessment bodies that such authorities have designated maintain the required technical competence to perform the conformity assessment for which they have been designated.
3. Any designating authority of a Party also may appoint an accreditation body to accredit conformity assessment bodies while maintaining full responsibility as a designating authority under this Agreement.
4. Each Party shall list, in Annex II, its designating authorities, regulatory authorities, and accreditation bodies. 5

ARTICLE 5

Designation of Conformity Assessment Bodies

1. Each designating authority listed in Annex II for Phase I Procedures may designate conformity assessment bodies to assess whether equipment conforms to the other Party's technical regulations listed in Annex I for Phase I Procedures, and each designating authority listed in Annex II for Phase II Procedures may designate conformity assessment bodies to assess whether equipment conforms to the other Party's technical regulations listed in Annex I for Phase II Procedures.
2. A designating authority may only designate conformity assessment bodies able to demonstrate by means of accreditation, in accordance with the requirements and procedures set forth in Appendix A, that the conformity assessment bodies have the experience and are competent to assess whether equipment conforms to the other Party's technical regulations, including familiarity with interpretations and policies related to the other Party's technical regulations.
3. In designating a conformity assessment body, a designating authority shall observe the procedures set forth in Appendices B and C.

ARTICLE 6

Recognition of Conformity Assessment Bodies

Each Party shall, in accordance with the procedures set forth in Appendices B and C, recognize conformity assessment bodies designated by the designating authorities of the other Party.

ARTICLE 7

Mutual Acceptance of the Results of Conformity Assessment

Each Party shall, in accordance with the procedures set forth in Appendices B and C, subject to Article 16.3, accept the results of conformity assessment for the technical regulations that the Party has listed in Annex I, undertaken by recognized conformity assessment bodies designated by the other Party under terms and conditions no less favorable than those it accords to the results of conformity assessment undertaken by conformity assessment bodies in its territory, and without regard to the nationality of the supplier or manufacturer of the equipment, or the country of origin of the equipment.

ARTICLE 8

Reassessment and Surveillance of Conformity Assessment Bodies

1. Each Party shall provide to the other Party the reassessment and surveillance plans designed, in accordance with sub-clause 7.11.3 of "ISO/IEC 17011:2004, *Conformity 6*

assessment – General requirements for accreditation bodies accrediting conformity assessment bodies, of the International Organization for Standardization and the International Electrotechnical Commission”, by its designating authorities and accreditation bodies to ensure the continued technical competence of designated conformity assessment bodies.

2. Each Party shall inform the other Party of all measures taken by its designating authorities and accreditation bodies based on the results of reassessment and surveillance activities regarding the continuation or renewal of accreditation of recognized conformity assessment bodies. Likewise, each Party shall inform the other Party of any measures taken by its accreditation bodies regarding suspension, withdrawal, or reduction of the relevant scope of accreditation of recognized conformity assessment bodies.

3. On request, each Party shall provide to the other Party a valid scope and certificate of accreditation for a designated conformity assessment body, as well as the documentation described in Appendix B, section I, paragraph 4 or the documentation described in Appendix C, section I, paragraph 4. If a designated conformity assessment body fails to maintain a valid scope and certificate of accreditation, a Party may withdraw its recognition of that designated conformity assessment body.

4. On request, each Party, through its own designating authorities or accreditation bodies, shall endeavor to facilitate the observation of the assessment of a conformity assessment body by representatives of the other Party. All costs incurred for such activities shall be the responsibility of the Party requesting to witness the assessment.

ARTICLE 9

Verification of Conformity Assessment Bodies, Suspension of Conformity Assessment Bodies, and Suspension of Acceptance of the Results of Conformity Assessment

1. Each Party shall have the right to challenge the technical competence of any conformity assessment body designated by the other Party and whether the conformity assessment body meets the requirements for accreditation set forth in Appendix A. A Party shall exercise the right described in this paragraph under exceptional circumstances only, and in accordance with the procedures described in the following paragraphs.

2. A Party shall invoke its right to challenge, as described in paragraph 1, by providing written notice to the conformity assessment body concerned, the relevant designating authority and accreditation body, and the other Party. The notice shall include an objective and reasoned written description of the basis for the challenge, including a description of the available evidence and findings supporting it. The challenging Party shall provide the recipients of the notice no fewer than 60 days after the date on which the notice is provided to present information responding to or correcting any deficiencies that have been identified.

3. Where verification of a conformity assessment body’s technical competence or its 7

conformity with the requirements for accreditation set forth in Appendix A is required to resolve the matter, the verification shall be carried out in a timely manner jointly by the Parties with the participation of the relevant designating authority and accreditation body.

4. Each Party shall ensure that its conformity assessment bodies are available for verification of their technical competence and their conformity with the requirements for accreditation set forth in Appendix A.

5. The Parties and the relevant designating authority shall jointly discuss with the relevant accreditation body and the conformity assessment body concerned the results of any verification with a view to resolving the matter as soon as possible. Where, after verification, the challenging Party finds that the conformity assessment body does not meet the requirements for accreditation set forth in Appendix A, it shall give prompt notice to the conformity assessment body concerned, to the relevant designating authority and accreditation body, and to the other Party. The challenging Party shall provide the recipients of the notice no fewer than 60 days after the date they receive the notice to present information responding to the findings of the verification or correcting any deficiencies identified as a result of the verification.

6. As a result of a verification and taking into account any information provided by the conformity assessment body concerned, the relevant designating authority and accreditation body, and the other Party, the challenging Party may:

(a) limit to certain technical regulations, suspend, or withdraw its recognition of the designated conformity assessment body; or

(b) suspend its acceptance of the results of conformity assessment by the recognized conformity assessment body.

A Party invoking its right under (a) or (b) shall provide 60 days advance notice of its intent, including a written explanation of its reasons, to the conformity assessment body concerned, to the relevant designating authority and accreditation body, and to the other Party.

7. When a Party notifies its intent to take any action under this Article, that Party shall continue to accept the results of conformity assessment undertaken by the conformity assessment body prior to taking such action, unless that Party has good cause for not accepting such results, in which case the Party shall provide a written explanation of the reason for not accepting such results to the conformity assessment body concerned, to the relevant designating authority and accreditation body, and to the other Party.

8. With the consent of both Parties and of the relevant designating authority and accreditation body, matters relating to the conformity of the conformity assessment body with the requirements for accreditation set forth in Appendix A may be referred to a review process recognized by the Parties, or to a subcommittee of the Joint Committee for evaluation and assistance in resolution of technical issues. 8

9. A limitation, suspension, or withdrawal of recognition, or a suspension of acceptance of the results of conformity assessment, shall remain in effect until the Parties jointly decide on the future status of the conformity assessment body.

ARTICLE 10

Information Exchange

1. Each Party shall maintain in Annex I a list of its technical regulations for Phase I Procedures and Phase II Procedures.
2. Within 60 days after a Party adopts a new technical regulation, or an amendment to an existing technical regulation, the Party shall modify its list in Annex I, as appropriate. Each Party shall promptly notify the other Party of any modification of Annex I.
3. The Parties shall consult as necessary in order to maintain their confidence in conformity assessment and to ensure that the Parties satisfactorily address any concerns either Party may have about the other Party's technical regulations.
4. Each Party shall promptly provide written notice to the other Party of any changes to its: list of designating authorities, regulatory authorities, and accreditation bodies (Annex II), list of designated conformity assessment bodies (Annex III), or list of recognized conformity assessment bodies (Annex IV).
5. On or before the date this Agreement enters into force, each Party shall notify the other Party in writing of the contact persons to be responsible for activities under this Agreement. Each Party shall inform the other Party whenever the contact persons responsible for activities under this Agreement may change.

ARTICLE 11

Joint Committee

1. The Parties hereby establish a Joint Committee, consisting of one or more representatives from relevant government bodies of each Party. The Joint Committee shall be co-chaired by a representative of each Party.
2. The Joint Committee shall determine its own rules of procedure. The Joint Committee shall take decisions by agreement of its co-chairs.
3. The Joint Committee shall convene at the request of either Party. The Joint Committee may convene in parallel to the Joint Committee established under the Agreement on the Establishment of the Free Trade Area between the Parties, signed on April, 22 1985.
4. The Joint Committee shall establish appropriate channels, including relevant contact 9

points, for the Parties' information exchange as provided in Article 10.

5. The Joint Committee may consider any matter related to the operation of this Agreement.

6. A Party may bring any question or concern it may have regarding the interpretation or application of this Agreement to the Joint Committee, which shall seek to answer the question or resolve the concern.

7. The Joint Committee shall periodically assess the need to update references in this Agreement to international standards and guides and may agree to update such references.

ARTICLE 12

Additional Provisions

1. Each Party shall endeavor to use international standards, or the relevant parts of international standards, as the basis for its technical regulations, where applicable international standards exist or when their completion is imminent, except when such international standards or relevant parts would be ineffective or inappropriate.

2. Each Party may specify the language in which test reports, equipment certifications, notices of designation and recognition, and other pertinent documents shall be submitted. Each Party may issue technical regulations in the language of its choice.

3. The Parties shall endeavor to harmonize their designation and conformity assessment procedures. In order to do so, the Parties shall facilitate cooperation between their respective designating authorities and conformity assessment bodies, including their participation in coordination meetings, mutual recognition agreements, and working group meetings.

ARTICLE 13

Confidentiality

1. Neither Party may require a designating authority, accreditation body, or conformity assessment body of the other Party to disclose to it a supplier's proprietary information except where necessary to demonstrate conformity with the Party's technical regulations.

2. Each Party, in accordance with its applicable domestic laws and regulations, shall protect the confidentiality of any proprietary information disclosed to it by a designating authority, accreditation body, or conformity assessment body of the other Party in connection with conformity assessment. 10

ARTICLE 14

Preservation of Regulatory Authority

1. Nothing in this Agreement shall be construed as limiting a Party's authority to interpret and implement its technical regulations governing equipment included within the scope of this Agreement.
2. Nothing in this Agreement shall be construed as limiting a Party's authority to determine the level of protection it considers appropriate with regard to safety, security, the protection of consumers, or other risks of concern to the Party.
3. Nothing in this Agreement shall be construed to limit a Party's authority to take all appropriate measures whenever, as a result of market surveillance activities, equipment has been found to be non-compliant with the Party's technical regulations. If a Party takes such action, it shall notify the other Party within 15 days of taking such action, and provide its reasons.

ARTICLE 15

Recognition Fees

Each Party shall ensure that if any recognition fee is imposed by its regulatory authorities on conformity assessment bodies for determining compliance with the Party's requirements, the imposition of such fee shall be transparent, reasonable, and applied to conformity assessment bodies that the other Party has designated on terms no less favorable than those it accords to conformity assessment bodies in its territory.

ARTICLE 16

Entry into force of the Agreement and Initiating Participation in Phase I Procedures or Phase II Procedures

1. Each Party shall notify the other Party through a diplomatic note once it has completed all internal legal requirements for the entry into force of this Agreement. This Agreement shall enter into force 30 days after the date of the later notification made pursuant to this paragraph.
2. On the date this Agreement enters into force, the Parties shall initiate participation in Phase I Procedures set forth in Appendix B. On or before the date this Agreement enters into force, each Party shall provide to the other Party the following information, in writing:
 - (a) the list, which shall be set forth in Annex I, of technical regulations for which the Party shall accept test reports from recognized testing laboratories of the other Party, for the purpose of Phase I Procedures; 11

(b) the list, which shall be set forth in Annex II, of the designating authorities that will be responsible for designating testing laboratories, the regulatory authorities that will be responsible for recognizing testing laboratories, and any accreditation bodies that the designating authorities intend to appoint for accrediting designated testing laboratories, for the purpose of Phase I Procedures.

3. The Parties may decide, through the Joint Committee, to initiate participation in Phase II Procedures, set forth in Appendix C, at a mutually agreed time. On or before the date on which the Parties initiate participation in Phase II Procedures, each Party shall provide to the other Party the following information, in writing:

(a) the list, which shall be set forth in Annex I, of technical regulations for which the Party shall accept equipment certifications from recognized certification bodies of the other Party, for the purpose of Phase II Procedures;

(b) the list, which shall be set forth in Annex II, of the designating authorities that will be responsible for designating certification bodies, the regulatory authorities that will be responsible for recognizing certification bodies, and any accreditation bodies that the designating authorities intend to appoint for accrediting designated certification bodies, for the purpose of Phase II Procedures.

ARTICLE 17

Amendment and Modification

1. This Agreement may be amended by written agreement of the Parties.

2. Without derogating from the provisions of this Agreement, a Party may modify its lists of technical regulations (Annex I), designating authorities, regulatory authorities, and accreditation bodies (Annex II), designated conformity assessment bodies (Annex III), and recognized conformity assessment bodies (Annex IV), as specified in Article 10, without the consent of the other Party

ARTICLE 18

Termination

1. A Party may terminate this Agreement by providing written notice of termination to the other Party. The termination shall take effect on a date the Parties agree or, if the Parties cannot agree, 12 months after the date on which the notice of termination is received.

2. Following notice of termination of this Agreement by either Party under paragraph 1, a Party shall accept test reports that recognized testing laboratories provide before the date on which the Agreement terminates, unless the Party decides otherwise for justified reasons and so notifies the other Party, in writing. For greater clarity, a Party may provide such notice in its notice of termination. 12

ARTICLE 19

Appendices and Annexes

1. The following Appendices constitute integral parts of this Agreement:

- (a) Appendix A, "Requirements for Accreditation and Designation of Conformity Assessment Bodies";
- (b) Appendix B, "Phase I Procedures for the Designation and Recognition of Testing Laboratories and Mutual Acceptance of Test Reports";
- (c) Appendix C, "Phase II Procedures for the Designation and Recognition of Certification Bodies and Mutual Acceptance of Equipment Certifications."

2. The following Annexes do not constitute integral parts of this Agreement:

- (a) Annex I, "List of Technical Regulations for Phase I and Phase II Procedures";
- (b) Annex II, "List of Designating Authorities, Regulatory Authorities, and Accreditation Bodies for Phase I and Phase II Procedures";
- (c) Annex III, "List of Designated Conformity Assessment Bodies for Phase I and Phase II Procedures"; and
- (d) Annex IV, "List of Recognized Conformity Assessment Bodies for Phase I and Phase II Procedures."

3. In the event of any inconsistency between a provision in an Article of this Agreement and a provision in an Appendix to this Agreement, the provision in the Appendix shall prevail, to the extent of the inconsistency.

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

DONE in duplicate at Jerusalem on the 15th day of October, 2012, corresponding to the 29th day of Tishrei, 5773, in the Hebrew calendar, in the English and Hebrew languages, all texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
THE STATE OF ISRAEL