

Implementing Agreement

between

The Government of the State of Israel

and

The Government of _____

ON SPECIAL MEASURES TO FACILITATE CIVIL AVIATION DURING COVID-19 OUTBREAK

The Government of the State of Israel, and the Government of _____,
(hereinafter: "the Sides");

Recalling the Air Services Agreement between the Government of Georgia, of the one part, and the Government of the State of Israel, of the other part, signed on 6 August, 2012 (hereinafter referred to as "the Agreement");

Recognizing the need to facilitate air services between the State of Israel and the Government of Georgia as existed between the countries, and at the same time, the need to ensure precautionary measures are in place to prevent the spread of the COVID-19 in their respective territories to the extent possible ;

Paragraph 1

Definitions

"EASA Protocol" – a document published by the European Union Aviation Safety Agency (EASA) and the European Centre for Disease Prevention and Control (ECDC), including guidelines for safeguarding the health of airline staff and passengers, under the title: "COVID-19 Aviation Health Safety Protocol" - Issue no 1 dated 20.05.2020;

"Host State" – one of the States that is a Side to this Memorandum of Understanding to which a Passenger has travelled by air from the other State that is a Side to this Memorandum of Understanding and in which the Passenger is currently located;

"Origin State" - one of the States that is a Side to this Memorandum of Understanding from which a Passenger has departed by air to the other State that is a Side to this Memorandum of Understanding;

Paragraph 2

Aviation Health Safety Measures

1. The Sides have agreed to conform, at the minimum, in their respective territories, to the EASA Protocol regarding the entry into, stay in and departure from their territories of passengers, crew and cargo.

2. The Sides have agreed that airport operators within their territories, from which airlines are operating the agreed services, scheduled or non-scheduled, on the specified routes under the Agreement, will have to sign and implement the Aviation Industry Charter for COVID-19 attached in Appendix I to this Memorandum of Understanding.
3. The Sides have agreed that airlines operating the agreed services, scheduled or non-scheduled, on the specified routes under the Agreement, will have to sign and implement the Aviation Industry Charter for COVID-19 attached in Appendix I to this Memorandum of Understanding.

Paragraph 3

Exchange of COVID-19 Data and Statistics

1. All Data exchange and transmission referred to in this Paragraph will be performed between the Ministries of Health of both Sides.
2. The Sides have agreed to exchange COVID-19 data in their respective territories which will include the following information:
 - (a) Number of active patients per 1 million people within the last 14 days.
 - (b) Number of newly diagnosed patients, per day per 1 million people within the last 14 days;

- (c) Number of PCR tests performed per day per 1 million people within the last 14 days and number of PCR tests which the relevant Side is able to perform per day per 1 million people;
3. The data specified in sub-paragraphs (a) to (c) will be transmitted between the Ministries of Health of the Sides every fourteen (14) days.
4. The Sides may exchange additional data where it could facilitate the implementation of this Memorandum of Understanding.
5. In case of a confirmed patient from the Origin State that was diagnosed while staying in the Host State –
- (a) The Host State will notify the incident to the Origin State and provide all necessary assistance with the epidemiological inquiry;
- (b) The Host State will also provide Origin State the following details: Name; I.D Number; Passport Number; Phone Number; Email.
- (c) The information specified in sub-paragraphs (a) and (b) will be transmitted by the Host State to the Origin State as soon as possible and within 24 hours of the diagnosis.
6. In the case of a confirmed patient that was diagnosed in the Origin State, within 14 days of returning from the Host State –
- (a) The Origin State will notify the incident to the Host State and provide all necessary assistance with the epidemiological inquiry;
- (b) The Origin State will also provide the Host State with the following details: Name; I.D Number; Passport Number; Phone Number;

Email.

(c) The information specified in sub-paragraphs (a) and (b) will be transmitted by the Origin State to the Host State as soon as possible and within 24 hours of the diagnosis.

7. Personal data, transmitted to a side under Paragraphs 4 to 6 will be kept confidential in accordance with the Sides' respective domestic legislation concerning the protection of privacy and personal data, and patients privacy.

Paragraph 4

Facilitated Entry of Passengers

1. The Sides have agreed that passengers on flights that are in full conformity with the provisions detailed in Paragraph 2 will be allowed to enter their respective territories without any additional prerequisites relating to COVID-19, such as quarantine, PCR testing, etc.
2. Notwithstanding paragraph 4(1), each Side reserves the right to apply prerequisites relating to COVID-19 without any prior notice in case there is suspicion that the airline and/or airport operator, have not fully complied with the provisions detailed in Paragraph 2 or if the other Side did not fully comply with the data exchange as specified in Paragraph 3, without this being considered as termination of this Memorandum of Understanding.

Paragraph 5

Treatment of a COVID-19 patient or a Quarantined Passenger

1. In the case of a confirmed patient which has travelled from the Origin State, was newly diagnosed in the Host State, and does not have adequate health travel insurance for treatment of COVID-19 within the Host State, the Host State will provide, at its own expense, all necessary medical treatment for COVID-19 or its complications until the patient can safely leave the Host State in accordance with the EASA Protocol.
2. If a Passenger, while in the Host State, is obligated to quarantine in accordance with national laws and regulations, and cannot obtain appropriate accommodation, the Host State will supply such accommodation to quarantine until the Passenger can leave the Host State.

Paragraph 6

Settlement of Disputes

The Sides will solve any differences arising from the interpretation or implementation of this Memorandum of Understanding through consultations and negotiations.

Paragraph 7

Validity

1. This Memorandum of Understanding will become effective on the date of its signature.
2. This Memorandum of Understanding will remain in effect for sixty (60) days, and will be automatically renewed for additional periods of sixty (60) days.
3. Notwithstanding Paragraph 7(2), this Memorandum of Understanding may be suspended or terminated by either Side giving forty eight (48) hours of prior written notice of suspension to the other Side. Such suspension may take into account the epidemiologic data, and on the fulfilment of the terms in this Memorandum of Understanding by the Sides.
4. By mutual written consent, the Sides may introduce amendments to this Memorandum of Understanding.

Signed by the Government of the State of Israel in ____ on month ____, day ____, 2020 and by the Government of the State of ____ on month ____, day ____, 2020 in two originals each in the English language.

For the Government
of the State of Israel

For the Government
of the _____

