

**Memorandum of Cooperation
Between**

**The United States Department of Housing
and Urban Development**

And

The Israeli Ministry of Finance

October 22, 2018

Memorandum of Cooperation
between
The United States Department of Housing and Urban Development
and
The Israeli Ministry of Finance

The United States Department of Housing and Urban Development (HUD) and the Israeli Ministry of Finance, (hereinafter referred to as the "Participants"), based on their mutual desire to strengthen their joint cooperation, and recognizing the importance of cooperation in the fields of housing and community development, and according to their available capacities, have reached the following understandings:

Section 1

This Memorandum of Cooperation (hereinafter referred to as the "MOC") is intended to establish joint cooperation in the field of housing and community development, and open channels for exchanging information on administrative, policy, and technical expertise, as well as research and programs in this field, including ways of engaging with civil society and the private sector.

Section 2

Scope of Cooperation

The scope of cooperation under this MOC may include the exchange of information and research involving:

1. Policies and programs addressing low and moderate income housing – as well as regulation and implementation of these programs and initiatives;
2. Mortgage and housing finance approaches and programs;
3. Rental housing assistance strategies, approaches, and programs;
4. Management of public housing units and public housing assistance subsidies; and
5. Opportunities for joint research and encouragement of future research in subjects including and related to housing and community development.

Section 3

Cooperation Methods

The cooperation listed in Section 2 of this MOC may include utilization of the following methods:

1. Study of housing and community development needs in the United States of America and Israel, including the history of policies and approaches that led to current conditions;
2. Sharing of knowledge about current HUD and Israeli housing policies and programs, including information about development and implementation of new approaches;
3. Organizing training sessions on specific programmatic or policy areas, including management of public housing programs and financing;
4. Organizing joint seminars, workshops or conferences on issues of housing and community development in the United States of America and Israel;
5. Conducting specific joint research, as appropriate; and
6. Any other form of cooperation decided upon by the Participants under the scope of this MOC.

Section 4

Implementation Framework

With a view to promoting cooperation under this MOC, the Participants intend to encourage and strengthen direct contacts and cooperation between the two countries' government agencies, through the appropriate diplomatic channels.

Section 5

Settlement of Disputes

The Participants intend to hold consultations upon the request of either Participant on matters relating to the provisions of this MOC, and intend to jointly endeavor to resolve, in a spirit of cooperation and mutual trust, any difficulties or misunderstanding which may arise.

Section 6

Cooperation Meeting

The Participants intend to hold meetings, annually and as needed, in person or by phone, to discuss ways to cooperate, exchange expertise and/or coordinate joint research under this MOC, in addition to ongoing cooperation and communication between the Participants. Each

Participant is expected to bear its own travel, accommodation and other expenses associated with attending cooperation meetings.

Section 7

Implementation and Confidentiality of Information

1. Activities under this MOC are intended to be conducted in accordance with applicable U.S. or Israeli laws and with prior approval of the Participants.
2. Nothing in this MOUS is to be construed as a waiver of the sovereign immunity of the Participants or of any other privilege or immunity derived from customary international law or from any international agreement in force between the Participants.
3. This MOC is an expression of intent only. This MOC does not obligate funds, personnel, services, or other resources of either Participant. Each Participant is intended to act independently with respect to their activities under this MOC.
4. This MOC does not give a third party any benefit, legal or equitable right, remedy, or claim under this MOC.
5. Both Participants undertake not to use the information and documents exchanged between the Participants under this MOC except as approved in writing by the Participants and should not transfer them to any third party without the written consent of the Participant that originally provided them.
6. Any confidential or personally identifiable information exchanged is expected to be handled in accordance with respective relevant privacy laws in both countries.
 - A. In the course of cooperating under this MOC, the Participants may exchange information generated by themselves or by others.
 - B. Both Participants may provide publicly available information in the form of summary reports, data, lessons learned, and other publicly available information as requested from time to time. Neither Participant is expected to provide information not publicly available or that is personally identifiable information.
7. Each Participant is expected to bear its own expenses arising from the activities it carries out under this MOC, including the preparation, negotiation, and execution of this MOC. Neither Participant is expected to be responsible to the other Participant for such expenses.
8. The activities conducted under this MOC are subject to the availability of personnel and appropriated funds of each Participant.

9. The Participants intend to coordinate all public statements and other disclosures with regard to this MOC. The Participants intend to consult in advance on the form, timing, and contents of any publicity regarding this MOC, its announcement, or disclosure.
10. This MOC is an expression of intent only and does not obligate funds, personnel, services, or other resources of either Participant, nor does it create any binding obligations under international or domestic law. Therefore, this MOC does not grant any third party any benefit, legal or equitable right, remedy, or claim.
11. To conduct research work to implement this MOC, the Participants may contract out the research work partially or entirely to outside entities and/or researchers with the consent of both Participants.
12. Representatives of HUD and the Israeli Ministry of Finance are expected to act in his or her official capacity with respect to the performance of activities under this MOC. HUD employees may not claim to represent or speak for the Israeli Ministry of Finance, nor may Israeli Ministry of Finance employees claim to represent or speak for HUD.

Section 8

Commencement, Validity, Discontinuation, and Modification

1. Activities under this MOC commence upon signature by both Participants.
2. This MOC is intended to operate for five years and shall automatically renew unless either Participant affirmatively discontinues this MOC. A Participant should endeavor to provide to the other Participant a minimum of six (6) months advance written notification, prior to its specified date of discontinuation, of their intention to discontinue this MOC.
3. The discontinuation of this MOC does not prejudice the completion of any projects and programs initiated hereunder.
4. This MOC may be modified by mutual written consent of both Participants, in accordance with the procedures adopted by the Participants.

SIGNED at _____, on this 22nd day of October 2018, in duplicate.

**FOR THE U.S. DEPARTMENT
OF HOUSING AND URBAN
DEVELOPMENT**

PAM PATENAUDE
DEPUTY SECRETARY

**FOR THE ISRAELI MINISTRY
OF FINANCE**

MOSHE KAHLON
MINISTER OF FINANCE