



**National HQ /  
Logistical Support Branch  
Purchases and Sales Dept.  
Purchases Section**  
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**1<sup>st</sup> Kislev 5775**  
**November 23, 2014**

**Re: Tender 78/2014 - Supply of multi-threat body armor for patrol officers**  
**Update no. 3**

Further to the tender documents published on October 6, 2014, and in response to questions brought up at the suppliers conference and received in writing, attached please find answers to clarification questions and/or requests, and amendments and clarifications to the tender documents.

1. It is clarified that the form of the questions detailed below is not necessarily identical to that used by those addressing inquiries to us, and that not every question has necessarily been answered.
2. All the clarifications, changes and amendments set out in this letter of clarification will be considered to be part of the tender documents, and the terms used in this letter of clarification will have the same meaning as in the tender documents.
4. Interpretations given verbally, in writing, or in any other way by anyone on behalf of the Client or by INP representatives, insofar as may have been given, in any forum or in any form whatsoever, should not be relied upon. The only changes from that stated in the tender documents, and all the interpretations and clarifications thereof, are exclusively as detailed in this notification and other notifications to be sent out by the author of the tender or on his behalf, insofar as may be issued.
5. That stated in this notification does not change or derogate from that stated in the tender documents unless explicitly stated otherwise.
6. **To remind you, the last date for submitting bids is Tuesday, January 6, 2015 at 2 pm.**

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<u>No.</u>	<u>Question / answer</u>	<u>Form of question</u>	<u>Section in tender / specification</u>
1.	Question:	Request 50% preference for Israeli-made products also for ballistic panels.	Section 9 of tender
	Answer:	In accordance with the Mandatory Tenders Regulations (preference for Israeli-made goods) (temporary provisions) -2011 (the year 5771 of Hebrew colander), preference will be given at a rate of 50% for Israeli-made textile. Preference will be given both for the cover component and for the ballistic panels. <b>To receive preference, bidders must attach an accountant's confirmation detailing the Israeli component in the proposed product.</b>	
2.	Question:	In section 19.2.6 of the tender, it states that the cost of the batch of vests to be taken as a sample for the acceptance tests shall be at the expense of the INP.	Section 19.2.6 of tender
	Answer:	<b><u>We revise this as follows:</u></b> The cost of performing the acceptance tests for the first production batch and also for future production batches, including the cost of the vests damaged in the course of performing the test, the cost of the ammunition, and all other laboratory expenses, will be at the expense of the winning bidder.	
3.	Question:	Section 1.5 of the tender states: The winning bidder will be required to sign an agreement.	Section 1.5 of tender
	Answer:	<b>Attached is the agreement (pages 3 - 17) that the winning bidder will be required to sign with the INP after winning, as part of the engagement process.</b>	

Sincerely,

**Roee Ikin**

**Head of Section A - Purchases Division**

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**Agreement**  
**to purchase multi-threat body armor for patrol officers**  
**Tender 78/2014**

between the Israel National Police on behalf of the State of Israel, by means of \_\_\_\_\_ and \_\_\_\_\_ (hereinafter: the "INP")

of the first part; and \_\_\_\_\_ (hereinafter: the "Company")

by means of its managers:

\_\_\_\_\_ ID \_\_\_\_\_

and \_\_\_\_\_ ID \_\_\_\_\_

who declare they are authorized to sign this agreement on behalf of the Company, and that their signature binds the Company in every respect,

of the second part;

Whereas the INP has issued a Request for Proposals for the purchase of multi-threat body armor for patrol officers, in accordance with the specification attached as Appendix 2; and

whereas the Company has been chosen by the INP Tenders Committee as the winner of Tender 78/2014 to supply of multi-threat body armor for patrol officers, all in accordance with and subject to the terms of this agreement; and

whereas the Company declares that it has the capability to supply the INP with the multi-threat body armor and that it is able to supply the vests in the quantity, and quality, and on the date set out in the specification and the tender, to provide the maintenance and warranty services, and to fulfil the other undertakings, as in the terms of the tender, the specification, and the agreement; and

whereas the INP wishes to purchase multi-threat body armor from the Company in accordance with that stated in the tender documents and according to the requirements of the specification; and

whereas the parties wish to regulate the engagement between them for implementation of the work as detailed below in this agreement;

Therefore it is agreed and stipulated between the parties as follows:

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## 1. The contract documents

The preamble to this agreement and the appendices attached thereto, or that shall be attached with the agreement of the parties in accordance with its provisions, represent an integral part of this agreement. Wherever the word "agreement" appears in this agreement, it refers to the provisions of this agreement and each of its appendices as stated.

List of appendices:

- a. The tender documents - Appendix 1
- b. The Technical Specification documents - Appendix 2
- c. The Company's bid - Appendix 3
- d. The form of the performance guarantee - Appendix 4
- e. Undertaking to maintain confidentiality - Appendix 5

In the event of a contradiction between the provisions of this agreement and the provisions of any of its appendices and/or standard terms of order and/or a document drawn up without the provisions of this agreement being explicitly and deliberately changed by the authorized signatories, the provisions of this agreement shall take precedence.

In any situation where it is not possible to interpret the agreement unequivocally, the provisions of the Interpretation Law -1981 (5741 Hebrew calendar year) shall apply to the interpretation of this agreement.

## 2. Definitions

"The work" - Implementation of all the tasks and undertakings applying to the Company in accordance with the provisions of this agreement, the tender, and the specifications.

"The specification" - Appendix 2 to this agreement.

"INP representative" - As detailed in section 5.1.

"Company representative" - As detailed in section 5.2.

"Vest" - If not stated otherwise, relates to the armor carrier, the ballistic panel cover, and the ballistic panels all together.

Note: All terms in this agreement shall be interpreted according to their definition in the specification, unless stated otherwise in this agreement.

### 3. **General undertakings:**

- 3.1. The Company undertakes to plan, develop, supply, and implement the work and all the stages and parts involved in and relating to it in a proper manner, meeting all the requirements of the specification and the tender, and to implement all the other undertakings detailed under this agreement and its appendices in accordance with the timetable, to a high professional standard, using a professional workforce, and using excellent materials and equipment that meet the requirements of the specification and the tender, upholding all the standards relating to the matter, including standards with regard to the requirements of protection, safety at work, production and development.
- 3.2. The Company declares that it has the capability, the rights, the ability, the skill, the professional knowledge, the equipment, the tools, the workforce and the means required to implement the work.
- 3.3. The Company undertakes that all the vests that it supplies shall be new and in excellent condition, and shall comply with all the provisions of the specification and the tender.
- 3.4. The Company shall work in full cooperation with the INP and its representatives, and undertakes to implement the INP's directives as may be given from time to time, subject to the provisions of this agreement.
- 3.5. The INP hereby orders performance of the work from the Company, and the Company undertakes performance of the work, all in accordance with and subject to the provisions of this agreement, and the provisions of the tender and the specification, and the INP declares that the budget that is or shall be available to it for financing the work is equal to the amounts that are or shall be stated in the order/s signed by the qualified entities on behalf of the INP, as shall be issued to the Company from time to time under this agreement.

### 4. **Consideration:**

- 4.1. In consideration of fulfilling all the Company's undertakings under this agreement, the INP shall pay the Company the amounts, on the payment dates, and under the linkage conditions as detailed in the tender (Appendix 1) and subject to the Company's price quote (Appendix 3).
- 4.2. The Company shall submit a tax invoice for payment to the INP, in accordance with the provisions of section 23 of the tender. Beyond the linkage differentials, the

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Company shall not be entitled to any addition for price increases, or any other addition.

4.3. The invoices submitted as stated shall be paid no later than 45 days after they are given to the INP (this period shall not take into account periods in which an erroneous invoice or an invoice that is not in accordance with that detailed in this agreement is submitted).

4.4. It is hereby clarified that the INP shall not bear and shall not pay any additional amount beyond that detailed in this section, unless the advance, written consent of the INP has been given by its authorized signatories.

5. **Representatives of the parties:**

5.1. INP representation

5.1.1. The police representative authorized to act on behalf of the INP in the implementation of this agreement, other than in matters where the agreement explicitly names another person authorized to act on behalf of the INP (such as an authorization with budgetary implications), is the head of the Mechanics and Protection Division at the Technologies Administration and/or any person authorized by him, giving written notification of this to the Company.

5.1.2. The INP representative shall be responsible on behalf of the police for managing the work and coordinating all the actions for which the INP is liable in connection with implementation of the work under this agreement, in all stages of testing described in the tender and the specifications.

5.1.3. Without derogating from the generality of that stated above, the INP representative shall be entitled and qualified to:

- a. Direct the Company according to that detailed in this agreement;
- b. Approve issues for implementation and compliance with timetables;
- c. Determine work procedures;
- d. Monitor implementation of the work, and approve changes as necessary.

5.1.4. The INP may change its representative in the course of the period of the agreement, and notice of this shall be given to the Company.

- 5.1.5. Notwithstanding that stated above and in the other provisions of this agreement, in any case where a decision is required that has budgetary implications for the INP, the INP representatives shall not be authorized to bind the police, and only written orders signed by authorized signatories of the INP shall bind the police in terms of financial charges.
- 5.2. Company representation
- 5.2.1. The Company shall appoint representatives on its behalf who shall be responsible for management and implementation of the work by the Company. To lead its contingent, the Company shall appoint a senior Hebrew and English-speaking representative, who shall have overall responsibility and shall be responsible for all representatives of the Company (hereinafter: the "Senior Representative") and shall be authorized by the Company to take decisions on all matters requiring decision in order to fulfil the provisions of this agreement.
- 5.2.2. The names of the Company's representatives and Senior Representative shall be given to the INP in writing for approval. The Company shall make every effort not to replace its representatives in the course of the period of engagement. Should any of the Company's representatives be unable to continue in their position, permanently or temporarily, the Company shall appoint a substitute, after receiving approval from the INP.
- 5.2.3. The INP representative shall be entitled to require the Company to replace any of its representatives within a minimal period of time because of unsuitability, in his judgment, and the Company undertakes to ensure that this representative is replaced by another representative as required who is acceptable to the INP.
- 5.2.4. The Company's representatives shall have the appropriate skills and training to perform their role, and shall have the relevant practical experience.
- 5.3. The parties reciprocally undertake to cooperate at all times with the representatives of the other party in performing the tasks for which they are liable.

6. **Acceptance tests**

- 6.1. Acceptance tests for approval of the first production batch:

- 6.1.1. In accordance with that stated in section 14.2.3 of the specification, acceptance tests for the first batch shall be performed in the presence of an INP / TDD- Technology Development Division representative, in a laboratory approved for implementation of testing in accordance with NIJ Standard 0101.06 and NIJ Standard 0115.00 as stated in the INP specification, and as named in the Company's tender bid.
  - 6.1.2. The cost of performing the tests, including the cost of the vests damaged in the course of performing the test, the cost of the ammunition, and all other laboratory expenses, shall be at the expense of the Company.
  - 6.1.3. On receipt of written authorization and documentation from the laboratory representatives that the vest has been tested by the laboratory and meets the requirements of the INP specification above, the sample and the production batch shall be approved by an INP / TDD representative for supply to the INP.
- 6.2. Acceptance tests for approval of future production batches:
- 6.2.1. The Company representative shall inform the INP representative that there is a production batch ready for the acceptance testing stage. In accordance with the specification, the acceptance tests, textile, ballistic and stab resistant test shall be performed in a laboratory in Israel. The laboratory shall be as specified in the documents of the winning bidder in the tender bid, and agreed between the winner and the INP / TDD representative, with the proven ability and standard equipment as required for implementation of the tests under the terms of the specification.
  - 6.2.2. The cost of performing the tests, including the cost of the vests damaged in the course of performing the test, the cost of the ammunition, and all other laboratory expenses, shall be at the expense of the Company. In any event, continuing to the testing stage and performance of the tests is conditional on authorization from the INP representative.
  - 6.2.3. After successfully passing the tests as decided by the INP representative, the winner shall be authorized to supply the vests to the Israel Police warehouse.
  - 6.2.4. Should the batch of vests fail to pass the acceptance tests, the production batch shall be disqualified and the Company may submit only one additional production batch for testing. The acceptance tests for the additional batch of vests shall be performed identically in terms of the process and in the same laboratory in which the acceptance tests indicating a failure were performed.

## 7. Warranty and provision of services:

### 7.1. Warranty

- 7.1.1. Warranty period for the multi-threat ballistic panel - maintaining the minimum level of ballistic protection and stab resistance required in the tender - five years.
- 7.1.2. Warranty period for the vest carrier and ballistic panel cover - two years. The scope of liability in this matter is detailed in section 6.3 of the tender.
- 7.1.3. The Company is responsible towards the INP for the multi-threat body armor vest in use in field and storage conditions. The warranty is from the date the vest is received in the INP warehouse (hereinafter: the "Warranty Period"). All expenses involved in performance of the Company's undertakings in the warranty section of the specification and in this agreement shall be considered to be included in the price of the vests, and the INP shall not be required to pay any additional costs for performance of these undertakings by the company.
- 7.1.4. In the course of the Warranty Period, and insofar as defects in the level of protection or the properties of the vest carrier and multi-threat ballistic panels cover may be discovered, or production defects that were not revealed in the acceptance tests, the Company shall repair / replace the defective parts within 30 calendar days, at its expense. The number of days allowed for repair shall begin on the day the defective part is given to the Company.
- 7.1.5. It is clarified that the acceptance tests performed by the INP do not exempt the Company from its overall responsibility for the nature and quality of the vests supplied to the INP during the period of the engagement.
- 7.1.6. The Company shall be responsible for any damage caused to the INP or to a third party due to the supply of vests that do not meet the requirements of the specification or that have a flaw or defect.
- 7.1.7. During the Warranty Period, the Company undertakes to replace any defective vest, or vest that does not meet the requirements of the specification, or where a problem is discovered in the vest, whether due to use by anyone from the INP or due to use by another person, whether resulting from wear and tear or normal use, or resulting from an error in planning and/or development, other than problems arising as a result of malicious damage by a member of the INP or an action by a member of the INP that is proved to be clearly in

contradiction to the explicit, written instructions given by the Company, providing these are agreed by the INP.

7.1.8. The provision of warranty services under this section is a fundamental condition of the agreement, and its infringement represents a fundamental breach of the agreement.

7.1.9. To preclude doubt, it is hereby clarified that the Company's undertaking to provide the warranty services in accordance with this section applies to it even if part of the work or materials are provided by other suppliers and/or contractors.

## 8. **Tort liability:**

### 8.1. Tort liability

8.1.1. The Company shall be responsible for any expense, deficit, loss, or damage of any kind whatsoever that is caused, directly or indirectly, to the property and/or rights of the INP and/or a third party as a result of faulty and/or negligent performance of the work, and/or as a result of breach of the Company's undertakings under this agreement.

8.1.2. In any event, the Company shall be responsible for any damage of any kind whatsoever that is caused, directly or indirectly, to any of the Company's employees, or those working on its behalf in the framework of this agreement, who may be harmed as a result of performance of the work under this agreement.

8.2. The Company undertakes to compensate the INP in respect of any deficit, loss, expense or damage of any kind whatsoever caused to it, for which the Company is liable to pay under this section. The Company also undertakes to indemnify the INP in the event of a demand by a third party for payment for which the Company is liable, immediately on demand by the INP.

8.3. The INP undertakes to inform the Company of any damage and/or any claim for which the Company is responsible, shortly after the INP learns of said damage or claim. The INP shall enable the Company to examine and study documents relevant to the occurrence of the damage and circumstances of the event, subject to the law.

9. **Guarantees:**

9.1. **Performance guarantee**

9.1.1. On signing this agreement, the Company shall give the INP an unconditional bank performance guarantee in favor of the Israel National Police, from a bank in Israel. The guarantee shall be in the amount of NIS \_\_\_\_\_, representing 5% of the estimated annual consideration in respect of performance of the work. The guarantee shall be valid until the end of the period of engagement, including the Option Period.

9.2. In any event where the work is not performed as required under this agreement and the specification to the satisfaction of the INP, and in any other situation in which the Company does not meet its undertakings under this agreement, and/or in the event that it is required to pay the INP under the provisions of this agreement, the INP may, at its discretion, exercise the above guarantee, wholly or in part, and collect the money due to it under this agreement and under any law.

9.3. The guarantee shall be in the form appearing in Appendix 4 to this agreement. The expenses involved in issuing the guarantee under this section shall apply to the Company.

9.4. To preclude doubt, the amount of the guarantee shall not serve as a limit or ceiling for the Company's undertakings and liabilities under this agreement. Exercise of the guarantee shall not derogate from the responsibility of the Company and/or the reliefs available to the INP under this agreement and under any law, and exercise of the guarantee does not represent cancellation of the agreement by the INP.

10. **Reliefs for breach of the agreement / cancellation of the agreement**

10.1. Sections 3, 4, 6, 7, 8, 14, and 15 are fundamental conditions and their infringement represents a fundamental breach of the agreement.

10.2. In the event that the Company does not perform any of its undertakings under this agreement, the INP may, after written notification (unless the matter cannot be delayed) perform the work, itself or by means of others, and to this end make use of materials, equipment, facilities, and documentation in its possession. In this case, the Company shall be obliged to pay the INP the full amount of its proven resultant expenses.

10.3. Should the INP find that the work, or part thereof, has not been performed to its satisfaction and in accordance with the instructions of this agreement, it shall be entitled not to pay the consideration for that part.

10.4. Fines in respect of delays

10.4.1. In respect of delays and lateness in performing the work in accordance with the timetable set out in the work plan - under the specification or the work plan determined with the agreement of the INP - the INP shall be entitled to charge the Company with payment of an arrears fine as detailed below:

- a. In respect of failure to meet the timetable for supply without written approval from the INP representative - the Company shall be charged with a fine in the amount of up to 0.5% of the value of the order for each week's arrears, as of the second week.
- b. Supply of body armor that is not in accordance with the approved sample - the Company shall be charged a fine of NIS 500 for each vest.
- c. Physical hazards appearing in the course of use of the vests, such as bad smell and irritation, rashes, etc. - the Company shall be charged a fine of NIS 500 for each vest.
- d. Insofar as the Company does not repair vests requiring repair in accordance with the warranty section, and does not bring them to the required standard or replace them within 60 working days of the date they are handed over (for an overseas supplier) or 15 working days from the date of handover (for a local supplier) - the Company shall be charged a fine of NIS 200 for each day's delay.
- e. In respect of lateness in submitting an invoice - the Company shall be charged 2% of the value of the invoice, as of the third month of delay.

10.4.2. Fines under this section shall not derogate from any right whatsoever available to the INP under this agreement or under any law.

10.4.3. Delay in implementation and/or lateness and/or arrears caused because of the INP shall not be considered lateness by the Company, and the implementation dates under this agreement shall be extended in accordance with the delay for which the INP is responsible.

11. **Termination of the agreement other than by reason of its infringement:**

11.1. Release of the INP from the agreement:

11.1.1. The INP may, at any time, for budgetary or special operational reasons, bring the agreement or part thereof to an end before completion of its performance and not by reason of its infringement by the Company, by sending notice of termination to the Company not less than 30 days before the cancellation date, subject to the principles set out in this section. In exceptional cases the INP may terminate the agreement and/or part thereof without advance notice as stated, providing that approval for this has been given by the Police Commissioner. The Company shall act immediately in accordance with the instructions of the notice of termination.

11.1.2. Should the INP use its right under this section, the Company shall immediately cease all actions causing the accrual of expenses, unless the INP has required the performance of a particular action, and in accordance with an advance, written request by the INP.

11.1.3. Should the INP use its right under this section, the following provisions shall apply with regard to the Company:

- a. For work performed or goods supplied to the INP in accordance with any order up to the date of notice of cancellation, the INP shall pay the Company the amount set out in the order.
- b. Beyond that stated above in subsection a, the INP shall pay the direct costs caused to the Company in practice up to the date of notice of cancellation, expended for implementation of the order or for fulfilling the INP's undertakings under this agreement, providing that said costs are proved to the INP by the Company. "Costs" in this section refer to financial expenses expended by the Company as a result of reasonable liabilities undertaken in respect of the order or this agreement that cannot be cancelled by it, providing that the Company has made every effort to reduce these liabilities and to reduce the damage resulting from the cancellation.
- c. The Company shall not be entitled to any additional payment or compensation due to cancellation under this section beyond the payments detailed above.

12. **Period of the agreement:**

- 12.1. This agreement shall be for a period of 24 months from the date it is signed.
- 12.2. The INP retains the right to extend the agreement, wholly or in part, each year for up to five additional years, subject to the approval of the INP Tenders Committee.
- 12.3. The Company undertakes to engage with the INP in said extension of the agreement.
- 12.4. There is nothing in this section to derogate from the Company's ongoing undertakings under this agreement beyond the period of the agreement.

13. **Third party liability:**

- 13.1. The Company declares and undertakes to act in the framework of this agreement in a manner such that all components of the planning and all work performed by it shall not be liable to result in any claim against the INP in respect of infringement of the copyright of a third party or other harm to any third party rights whatsoever.
- 13.2. In the event of a claim against the INP in the above matters, it shall be passed on to the Company and the Company shall bear the expenses and consequences resulting therefrom, and shall indemnify the INP in respect of any expenses and damages caused to it as a result of a claim in these matters.

14. **Confidentiality and field security:**

- 14.1. The Company undertakes that it, and all its employees and/or subcontractors or any entity working on its behalf in connection with the implementation of this agreement, shall maintain confidentiality and shall not pass on, inform, hand over, or bring to the knowledge of any person any information and any document coming into its possession as a result of or in connection with implementation of this agreement.
- 14.2. Said obligation of confidentiality shall not apply to the following information:
  - 14.2.1. Information that is in the public domain;
  - 14.2.2. Information obtained or developed independently by the Company without the use of information obtained in connection with this agreement;
  - 14.2.3. Information obtained by the Company from a third party to which the obligation of confidentiality does not apply;
  - 14.2.4. Information that was in the possession of the Company prior to signing disagreement and to which the obligation of confidentiality does not apply.

- 14.3. The Company undertakes to bring to the attention of its employees that infringement of the provisions of this section are liable to be an offence under Article 118 of the Penal Code -1977 (5737 Hebrew calendar year) (hereinafter: the "Law").
- 14.4. The Company declares that in the framework of this agreement, it is given official documents on the explicit condition that it must keep them confidential. The Company is aware, in this respect, of the provisions of Article 119 of the Law.
- 14.5. The Company undertakes to ensure that compliance with the obligation of maintaining confidentiality as detailed above shall apply to it and to all its employees and/or anyone acting on its behalf even beyond the period of engagement under this agreement, and it undertakes to have its employees, and/or anyone acting on its behalf in performance of the work under this agreement, sign a declaration of confidentiality in the form attached as Appendix 5.
- 14.6. The Company declares that it is aware that entry into INP facilities involves obtaining the appropriate authorization, and it undertakes to ensure the arrangement of entry permits to INP facilities for its employees. In any situation where entry to the site by a Company employee is not permitted by the INP, the Company shall ensure that he is replaced.
- 14.7. The Company declares that it is aware that a condition for receiving and performing the work under this agreement is receiving security permits authorized by the qualified entities in the INP for the Company, its subcontractors, and anyone employed by it in implementation of this agreement. The Company undertakes to ensure that only people who have received said security permits are employed by it or on its behalf in implementation of this agreement.
- 14.8. The Company shall provide a list of names of the employees and/or entities that shall be involved in the implementation of this agreement on its behalf in advance, including their identity numbers, and shall update the list any time that changes are made. The Company also declares that it is aware and agrees that the INP shall be entitled, at any time, to replace an employee for reasons of field security, and the Company undertakes to do so immediately this is required.

15. **Assignment of the agreement and the work of subcontractors:**

- 15.1. The Company may not assign this agreement or any part thereof, and may not transfer or hand over any right under the agreement to another unless advance, written agreement has been given by the INP, and in accordance with the conditions of said agreement. That stated in this section shall not apply to the work of subcontractors defined in advance in the Company's bid or whose employment has been approved by the INP in advance and in writing.
- 15.2. In the event of the use of subcontractors as stated in section 5.1 above, the INP shall be entitled to apply to the Company and/or the subcontractor in any matter related to this activity, at its choice. The Company shall bear full responsibility for all activities by subcontractors, including in the matter of quality of the work, timetable, damage, infringement, or any other matter that is at the Company's responsibility in connection with the work under this agreement.
- 15.3. It is hereby clarified that the Company's merger or acquisition by another company, resulting in assignment of liabilities and tasks of the Company under this agreement to the purchasing or receiving company as defined in the Companies Law 5759-1999 shall require the advance, written authorization of the INP, in accordance with that stated in section 15.1 above, and shall be considered as assignment of the agreement in every respect. Should the INP not authorize said assignment of the agreement, the significance of the merger and/or acquisition shall be as for dissolution of the company and the provisions of section 16.8 of this agreement shall apply.

16. **Miscellaneous:**

- 16.1. The names and headings of the sections of this agreement do not represent part of the body of the agreement, shall not serve for interpretation, and do not derogate from the generality of the sections.
- 16.2. Should either party not use a right given to it under this agreement and under any law, this shall not be seen as a waiver of said right, unless this is explicitly stated.
- 16.3. Debts owed by the parties to each other, whether under this agreement or by virtue of another transaction, may be offset.
- 16.4. The Company hereby waives the right of lien that may arise under any law due to non-payment or non-compliance by the INP with the terms of the agreement, against any kind of INP assets that are in its possession.

- 16.5. This agreement cancels and replaces all preceding correspondence or negotiations or agreements, unless attached explicitly and in writing to the agreement. Changes to the agreement and/or to its conditions and/or to the details of implementation according to the contract appendices, whether in writing, or verbal, or in behavior, shall not be valid and binding unless made in writing and signed by the qualified and authorized entities under this agreement.
- 16.6. A relief set out in this agreement shall not derogate from the right of that party to additional or other reliefs under this agreement or under any law, unless stated otherwise in this agreement.
- 16.7. Should a party to the agreement be required to make a payment to a third party that is the responsibility of the other party, the recipient of the demand shall pass it on to the other party, which shall bear and deal with the demand and pay all expenses involved and resulting therefrom.
- 16.8. Without detracting from the other provisions of the agreement, and without derogating from any relief available to the INP, whether by virtue of this agreement or by virtue of the provisions of any law, in the event that a dissolution order and/or temporary dissolution order and/or order to appoint a receiver and/or a temporary receiver is issued against the Company, the INP shall be entitled to cancel the agreement immediately and without advance notice, and to delay and/or offset money owing to the Company, and to exercise securities and/or guarantees, and to hold back any assets belonging to the Company.
- 16.9. The address of the parties for the purpose of this agreement shall be as detailed below, and any notice sent by one party to the other shall be considered as having come to its attention within 72 hours of the date it is handed over for delivery by registered mail at a post office in Israel:
- a. The Israel National Police \_\_\_\_\_
  - b. The Company \_\_\_\_\_
- 16.10. The date of signing this agreement is the date on which the last of the authorized signatories signed the agreement.

And in witness, the parties affix their signature:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Company

The Israel National Police

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Our website:

[www.police.gov.il](http://www.police.gov.il)

