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1. (S) **PREAMBLE:** In 1968 President Johnson and Prime Minister Eshkol agreed that an intelligence exchange would take place between the United States and Israel. This understanding resulted in an intelligence exchange arrangement between the U.S. Defense Intelligence Agency (DIA), Department of Defense (DoD) and the Directorate of Military Intelligence (DMI), Israel Defense Forces (IDF), known as the CYR Agreement. In 1988 the CYR Agreement was adjusted, broadened, reinforced, and extended and the new Agreement was named "ICE CASTLE". In 1996, the agreement was updated and renamed "STONE RUBY."

Over the years the scope of the intelligence exchange developed both in substance and in depth, contributing significantly to the national security of the U.S. and Israel.

This revised Agreement gives expression to the developments in the intelligence exchange relationship that have occurred since its inception, and provides the means and procedures for the continuation and enhancement of that exchange for the mutual benefit of both countries.

All exchanges of military intelligence whether by meeting, conference, ad hoc gatherings, or via any communications medium between any DoD organization and any IDF organization, shall be conducted under the auspices of this Agreement and shall be subject to the policies and procedures contained herein. Exchanges between DoD and IDF organizations involving only signals intelligence have been upgraded to the TOP SECRET level. All other intelligence exchanged will be at the SECRET level and below. DIA and the DMI, as the parties to this Agreement, represent DoD and the IDF, respectively, in carrying out its provisions.

This Agreement supersedes the STONE RUBY Memorandum of Agreement dated 19 August 1996.

2. (S) **PURPOSE:** In the spirit of defense cooperation between the governments of Israel and the United States of America, noting mutually beneficial intelligence exchange arrangements that have taken place within that cooperation, and recognizing the benefits from an exchange of intelligence in areas of mutual interest, the parties to the Agreement enter into the following Memorandum of Agreement on the exchange of intelligence.

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3. (S) **SCOPE:** The scope of this Agreement is defined in Annex 1.

4. (S) **OBJECTIVE:** It is the objective of this Agreement to establish the means and procedures by which intelligence is exchanged between the parties in fulfillment of the scope of the Agreement. This Agreement does not address contingencies for combined intelligence cooperation. Combined intelligence cooperation under contingency/crisis situations will be as directed on a case-by-case basis by the respective national command authorities.

5. (S) **RESPONSIBILITIES:** The parties to the Agreement shall:

a. Participate in military intelligence exchange conferences and ad hoc meetings. The procedures concerning these exchanges are contained in Annex 2 to this Agreement.

b. Participate in the combined exploitation of military materiel and materiel having potential military uses as described in Annex 3.

c. Honor written requests for intelligence information from the respective intelligence agencies through each country's defense attaches and/or liaison officers in accordance with the disclosure policies of each country and procedures outlined in Annex 4 to this Agreement.

d. Allow attache-to-analyst discussions on a face-to-face basis within the scope of the Agreement and in accordance with procedures at Annex 5 to this Agreement.

6. (TOP SECRET/HVCCO) **SECURITY:** --

a. The existence of this Agreement is TOP SECRET/HVCCO, and the contents are TOP SECRET/HVCCO. The existence and terms of this Agreement will not be disclosed to another nation without the permission of both parties to the Agreement.

b. All classified information or material provided or generated pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the General

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Security of Military Information Agreement between Israel and the United States of America, dated 10 December 1982, as amended, and including the Industrial Security Annex thereto, of 3 March 1983 and shall be in conformance with the procedures contained in Annex 6 to this Agreement.

c. In addition, all classified information or material involving signals intelligence provided or generated pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the "Guidelines for SIGINT Cooperation" between the United States National Security Agency and the Israeli SIGINT National Unit, dated 1989, as amended November 1992.

7. (C) **INTERPRETATION:** Any disagreement regarding the interpretation or application of this Agreement will be resolved by consultation between the parties and will not be referred to an international tribunal or third party for settlement.

8. (C) **DURATION OF THE AGREEMENT:** This Agreement will expire 20 years from the date it comes into force and it may be extended for additional periods upon mutual Agreement of the parties. The parties will review the terms of the Agreement every 5 years.

9. (C) **FISCAL OBLIGATIONS:** Each party will assume all costs it incurs in carrying out this Agreement, including expenses for transportation, lodging, and meals of its participants at the conferences and special meetings provided for in annexes to this Agreement. Other expenses related to hosting conferences and special meetings, provided for in annexes to this Agreement, will be borne by the hosting party. The obligations of each party are subject to the availability of funds. Each party will notify the other immediately if funds available to it are not sufficient to carry out all the provisions of the Agreement.

10. (C) **AMENDMENTS:** The Agreement may be amended at any time upon the mutual Agreement of both parties. In accordance with applicable laws, procedures, and regulations governing each party additional annexes may be added, with the consent of both parties, to cover areas of cooperation that may evolve in the future. Requests for amendments to this Agreement will be

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referred to the Directorate for Policy Support in DIA and the External Relations Department in the DMI.

11. (C) **TERMINATION:** The Agreement may be terminated at any time by either party after a written notice is forwarded to the other party.

12. (C) **DATE AGREEMENT COMES INTO FORCE:** This Agreement comes into force on the date of last signature. It supersedes all previous oral and written Agreements or understandings covering the exchange of intelligence between the DIA and the DMI.

SIGNED

SIGNED



PATRICK M. HUGHES
Lieutenant General, USA
Director
Defense Intelligence Agency



AMOS MELIKA
Major General
Director of Military
Intelligence
Israel Defense Forces

Date: 15 July 1999

Date: 15 July 1999

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ANNEX 1

SCOPE OF THE AGREEMENT

(S) Within the disclosure policies of each party, the scope of this Agreement shall encompass:

a. Military and military-political developments, to include order of battle, in the countries of Syria, Iraq, Libya, and Iran and activities of the above countries within Lebanon; the intentions of the above countries to use military force against Israel or the United States; and the development of weapons of mass destruction by and long-range delivery systems of Syria, Iraq, Libya, and Iran.

b. International terrorism and radical Islamic organizations and activities directed against the U.S. or Israel worldwide and terrorist and terrorist-related issues in the Middle East. Topics include indications and warning of terrorist operations against U.S. and/or Israeli interests, information on activities and capabilities of Middle Eastern State Sponsors of Terrorism, and data on organizations that threaten U.S. and Israeli interests, e.g., organizations' capabilities, facilities, methods of operation, and biographies. Intelligence on narcotics activities by military or political-military figures and organizations in Syria, Libya, Lebanon, Iran, and Iraq will be exchanged where appropriate.

c. Military and/or military intelligence activities undertaken by the following countries in the geographic area of the Middle East and North Africa which have an impact on the mutual security interests of Israel and the United States: Ukraine, Russia, Belarus, Georgia, Moldova, Kazakhstan, Kyrgyzstan, Tajikistan, Uzbekistan, Turkmenistan, Azerbaijan, Armenia, Slovakia, former Yugoslavia, Albania, Bulgaria, Romania, North Korea, the Peoples' Republic of China, and Vietnam, hereafter referred to as Countries of Interest (COI). Also

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included are tactics and doctrine applicable to Middle Eastern forces trained by the COI.

d. Characteristics of weaponry introduced into; or developed, produced or upgraded within Syria, Iraq, Libya, or Iran; or which jointly agreed intelligence indicates will be introduced from the COI into Syria, Libya, Iran, and Iraq within the next 4 years. Discussions on this will include sharing, on a case-by-case basis, information on military production infrastructures of the COIs. In each case the infrastructure to be discussed must relate directly to specific weapon systems which are mutually agreed upon to be introduced into Syria, Iraq, Libya, or Iran. This will be in accordance with each country's disclosure guidelines and with the provision that intelligence or characteristics data provided by a third country will only be shared if that country has expressly authorized release of the information.

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ANNEX 2

MILITARY EXCHANGE CONFERENCES AND MEETINGS

1. (S) **SCOPE:** Within the scope of the disclosure policies of their respective governments, the parties to the Agreement will hold periodic military intelligence exchange conferences and meetings on the subject areas contained in Annex 1.

2. (S) **OBJECTIVE:** The objective will be to enhance the knowledge and understanding of the analysts of both parties, within the scope of the Agreement as defined in Annex 1, concerning threats and potential threats to the mutual security interests of Israel and the United States.

3. (S) **PROCEDURES FOR CONFERENCES:**

a. Prior to the conference, each party will provide the other a list of proposed topics for discussion. If both parties agree to discuss a topic, each will ensure analysts having substantive expertise in the topics will be members of the delegation to the conference.

b. The site of the conference will alternate between Israel and the United States. The dates of the conference will be determined by Agreement between the parties.

c. DIA will invite appropriate U.S. Unified Command J-2s and Service Intelligence Chiefs to participate in the conference and may also offer other DoD and U.S. government intelligence community components the opportunity to participate. The DMI, likewise and at its discretion, may offer an invitation to other Israeli government intelligence agencies and components. The defense attaches/liaison officers of both governments may also attend.

d. Communications concerning the conference on the U.S. side will be forwarded through the U.S. Defense Attache Office/Defense Intelligence Officer in Tel Aviv to the DMI. Israeli responses may be provided to the U.S. Defense Attache Office/Defense Intelligence Officer in Tel Aviv or may be passed to the Israeli Defense Attache Office in Washington, D.C. for transmittal to DIA. Israeli communications on the conferences will be forwarded

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ANNEX 3

FOREIGN MATERIEL EXPLOITATION

1. (S) **SCOPE:** Within the scope of the disclosure policies of their respective governments, the parties agree to undertake the combined exploitation of military materiel and materiel having potential military use, by making such materiel available to each other and by sharing the technical exploitation results. The parties also agree to share, consistent with the national disclosure policies of their governments, the results of foreign materiel exploitation carried out on their own, when deemed of mutual interest under the scope of the Agreement.

2. (S) **PROCEDURES:**

a. Either party may request foreign materiel from the other or may offer foreign materiel to the other. The party requested to furnish foreign materiel may, consistent with its laws and regulations, provide it to the requesting party on a non-reimbursable basis. Each request or offer will be evaluated on a case-by-case basis. Neither party is obligated to accept an offer or to provide materiel in response to a request from the other.

b. Information which may be transferred incident to materiel transfers includes:

(1) Theoretical and practical findings derived from analysis of the materiel.

(2) Technical documentation, regulatory guidance, and other relevant documents.

c. Requests for and offers of foreign materiel for exploitation will be passed through the defense attache of the originating party to the other party.

d. Foreign materiel may only be provided, accepted, or exchanged pursuant to the laws and regulations of both parties. When one party provides the other foreign materiel for exploitation purposes on a non-reimbursable basis, the materiel will be returned to the providing party at the end of the

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examination unless it is previously agreed in writing to do otherwise. The providing state will continue to be the owner of the materiel and the exchange will be for technical examination only.

e. The condition of the foreign materiel provided by one party to the other party for exploitation on a nonreimbursable basis, from the time of departure to the time of return by the receiving party will be governed by the principle that items are to be returned in the same condition, with allowance for fair wear and tear, unless destructive tests are jointly decided. Foreign materiel may be examined for an initial period of no more than one year, after which it will be returned to the sending party unless an extended period has been agreed to between the parties.

f. Insofar as national laws and regulations permit, and in any event to the extent provided by applicable international Agreements, the parties will endeavor to ensure that identifiable taxes, customs, duties, and similar charges are not imposed in connection with this Agreement. The parties will administer all taxes, customs, duties, and similar charges in the manner most favorable to the satisfactory execution of the arrangements described in this Agreement.

g. The Foreign Materiel Programs Office of DIA's Directorate for Intelligence Production (DI) will be the Department of Defense point of contact for foreign materiel transfers under this Agreement. The head of the DMI External Relations Department (ERD) will be the point of contact for the Israel Defense Force. The USDAO Tel Aviv/Defense Intelligence Liaison Officer and the Israeli Assistant Defense Attache in Washington will kept informed of such transfers.

3. (S) SPECIAL MEETINGS/PROJECTS:

a. Either party may request a special meeting at any time to discuss a specific topic that addresses an urgent or critical aspect of the combined exploitation.

b. Special meetings will be held at a time and place mutually agreeable to both parties. DIA may invite appropriate Unified Command J-2s and U.S. Service Intelligence Production

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Center representatives to participate and may invite personnel from U.S. scientific and technical intelligence production centers and other intelligence agencies to attend. The DMI, likewise and at its discretion, may invite personnel from Israeli scientific and technical intelligence production centers and other Israeli intelligence agencies to attend.

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ANNEX 4

WRITTEN REQUESTS

1. (S) **SCOPE:** It is recognized that intelligence exchanges between the parties to this Agreement will occur throughout the year and not be limited to scheduled conferences and meetings only. The objective of this Annex is to clarify procedures to be used by either party in submitting written requests to the other party. Written requests will be limited to the scope in Annex 1 to this Agreement.

2. (S) **PROCEDURES:**

a. Israeli written requests for information from DIA will be submitted by the Israeli Defense Attache or Assistant Defense Attache to the DIA Foreign Liaison Office. This channel is to be used to request information requiring research, not for information that is time-sensitive.

b. DIA written requests may be forwarded through the U.S. Defense Attache/DIA Intelligence Liaison Officer in Tel Aviv to the DMI External Relations Department or through the Israeli Defense Attache Office in Washington. Israeli written requests may be forwarded through the Israeli Defense Attache to the DIA Foreign Liaison Office or through the U.S. Defense Attache/DIA Intelligence Liaison Officer in Tel Aviv.

c. It is considered appropriate that the defense attaches of either party, during face-to-face meetings (see Annex 5), discuss written questions with analysis personnel. If written requests can be answered on the spot or with only minimal research, the analyst will do so. Those requests requiring research will be identified by the analyst to the attache, who will then direct the queries to the DIA Foreign Liaison Office or the DMI External Relations Department, respectively.

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ANNEX 5

ATTACHE-TO-ANALYST DISCUSSIONS

1. (S) **SCOPE:** The parties to this Agreement recognize crises may occur at any time or occasions will arise requiring the sharing of intelligence information on a face-to-face basis within the disclosure policies of each party. The objective of this Annex is to clarify the procedures to be used by the parties to the Agreement in conducting these discussions. Discussions will be limited to the scope defined at Annex 1.

2. (S) **PROCEDURES:**

a. This exchange will be restricted to crisis and current information, recognized as not fully evaluated intelligence limited to the scope defined at Annex 1. Requests for comprehensive information will be in the written form stipulated in Annex 4 of this Agreement.

b. All routine, periodic requests, either written or telephonic, for meetings by the Israeli Defense Attaches in Washington with DIA Defense Intelligence Officer for Middle East and South Asia or the Directorate for Intelligence, J-2 will be made/addressed to the DIA Foreign Liaison Office, which will arrange the meetings. All routine, periodic requests, either written or telephonic, for meetings by the Israeli Defense Attaches in Washington with DIA analysts in the DIA Directorate for Intelligence Production will be made/addressed to the International Programs and Mission Support Division, DI. The defense attaches will provide an agenda in advance but no later than 18 hours before the proposed discussions, of items for discussion. DIA is not obliged to accept additions or changes to proposed agenda items less than 18 hours before the discussions. Urgent requests outside normal working hours will be made through the Duty Director, National Military Joint Intelligence Center (NMJIC), directly. Requests for discussions or contacts falling outside this Annex shall be referred to the Foreign Liaison Office. Requests for visits which include any parties in addition the Israeli Defense Attaches will be submitted in writing to the Foreign Liaison Office.

c. All requests for meetings, either written or telephonic,

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by the U.S. Attaches and/or the DIA Liaison Officer in Tel Aviv will be to the External Relations Department (ERD), which will arrange the meeting(s) with appropriate elements of the DMI or in the intelligence establishments of the Services (Army, Navy, Air Force). U.S. Attaches and/or the DIA Liaison Officer will also provide agenda items for discussion but no later than 18 hours before the proposed discussions. The DMI is not obliged to accept additions or changes to proposed agenda items less than 18 hours before the discussions. Requests for discussions or contacts falling outside this Annex shall be referred to the External Relations Department. Urgent requests outside normal working hours will be made through the External Relations Department duty officer. Requests to the DMI for visits which include any parties in addition to the U.S. Defense Attache and/or DIA Liaison Officer will be submitted in writing to the External Relation Department.

d. The DIA Foreign Liaison Office and the DMI External Relations Department will ensure, if possible, that analysts having the necessary expertise to address items on the agendas will be made available for the meetings conducted under the provisions of paragraphs 2.b. and 2.c. above.

e. There will be no exchange of written information during these face-to-face discussions, except as provided in Annex 4 of this Agreement.

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ANNEX 6

SECURITY

1. (S) General

a. Classified information and material shall be transferred only through official government-to-government channels or through channels approved in writing by the parties to this Agreement. Such information and material shall bear the levels of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this Agreement.

b. Each Party shall take all lawful steps available to it to ensure that information provided or generated pursuant to this Agreement is protected from further disclosure, except as permitted by subparagraph 1.f. below, unless the other party consents to such disclosure. Accordingly, each party shall ensure that:

(1) The recipient shall not release the classified information to any government, national organization, or other entity of a third party without the prior written consent of the originating party.

(2) The recipient shall not use the classified information for other than the purposes provided for in this Agreement.

(3) The recipient party will afford the information a degree of protection equivalent to that afforded it by the originating party.

(4) Each party will provide receipts for all classified documents or material received:

c. The parties shall investigate all cases in which it is known or where there are grounds for suspecting that classified information or material provided or generated pursuant to this Agreement has been lost or disclosed to unauthorized persons. Each party also shall promptly and fully inform the other party of the details of any such occurrences, of the final results of the investigation, and of the corrective action taken to preclude

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recurrences.

d. Contractors, prospective contractors, or subcontractors which are determined by either party to be under financial, administrative, policy or management control of nationals or entities of a third party, may participate in a contract or subcontract requiring access to classified information, provided or generated pursuant to this Agreement, only with prior written approval of the other party.

e. For any facility wherein classified information or material is to be used, the responsible party shall approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the information or material pertaining to this Agreement. These officials shall be responsible for limiting access to classified information or material involved in this Agreement to those persons who have been properly approved for access and have a need-to-know.

f. Each party shall ensure that access to the classified information is limited to those persons who possess requisite security clearances and have a specific need for access to the information.

g. Information or material provided or generated pursuant to this Agreement may be classified as high as TOP SECRET for information involving signals intelligence and SECRET for all other classified information.

h. Each party will permit security experts of the other party to make periodic visits, when it is mutually convenient, for discussing and observing its procedures and facilities for the protection of classified information furnished to it by the other party.

i. The unclassified nickname of this program is MONARCH GATE. This nickname will be changed periodically to protect the security of the arrangement.

j. The security provisions of this MOA will continue to have effect after termination as if there had been no termination.

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2. (S) Visits to Establishments:

a. Each party shall permit visits to its government's establishments, agencies, and laboratories and contractor industrial facilities by employees of the other party or by employees of the other party's contractors, provided that the visit is authorized by both parties and the employees have appropriate security clearances and a need-to-know.

b. All visiting personnel shall be required to comply with security regulations of the host party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

c. Requests for visits by personnel of one party to a facility of the other party shall be coordinated through official channels, and shall conform with the established visit procedures of the host country.

d. Lists of personnel of each party required to visit, on a continuing basis, facilities of the other party, shall be submitted through official channels in accordance with Recurring International Visit Procedures.

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