

**No. 50491**

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**United States of America  
and  
Israel**

**Acquisition and cross-servicing Agreement (ACSA) (US-IS-02) between the Department of Defense of the United States of America and the Israel Ministry of Defense (with annexes). Washington, 9 February 1998, and Stuttgart, 10 February 1998**

**Entry into force:** *10 February 1998 by signature, in accordance with article VIII*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *United States of America,  
26 February 2013*

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**États-Unis d'Amérique  
et  
Israël**

**Accord d'acquisition et de soutien logistique mutuel (É.-U.-IS-02) entre le Département de la défense des États-Unis d'Amérique et le Ministère de la défense d'Israël (avec annexes). Washington, 9 février 1998, et Stuttgart, 10 février 1998**

**Entrée en vigueur :** *10 février 1998 par signature, conformément à l'article VIII*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *États-Unis  
d'Amérique, 26 février 2013*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**ACQUISITION AND CROSS-SERVICING AGREEMENT (ACSA)  
(US-IS-02)  
BETWEEN  
THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA  
AND  
THE ISRAEL MINISTRY OF DEFENSE**

**PREAMBLE**

THIS AGREEMENT, by and between the Department of Defense of the United States of America and the Israel Ministry of Defense (MOD) (hereinafter referred to as the Parties);

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLE I  
PURPOSE**

This Agreement is entered into for the purpose of establishing basic terms, conditions, and procedures to facilitate the reciprocal provision of logistic support, supplies, and services as defined in Article III of this Agreement.

This Agreement replaces the Mutual Support Agreement (MSA) (Agreement Number US-IS-01) between the United States Department of Defense Represented by the Director of Logistics Headquarters United States European Command and the Israel Ministry of Defense Represented by the Deputy Director General International Security Assistance, 24 May 1988 and its amendments 1 and 2. Any transactions, Orders, or requests for support executed or partially executed prior to the effective date of this agreement under the authority of the referenced MSA, as amended, will remain binding, and will be governed by the provisions of this Agreement. Any reference to the MSA will hereafter be deemed as a reference to this Agreement.

**ARTICLE II  
APPLICABILITY**

1. This agreement is designed to facilitate reciprocal logistic support between the Parties to be used primarily during combined exercises, training, deployments, operations, or other cooperative efforts, and for unforeseen circumstances or exigencies in which the Parties may have a need of logistic support, supplies, and services.

2. This Agreement applies to the reciprocal provision of logistic support, supplies, and services to the military forces of one Party by the other Party in return for either cash payment or the reciprocal provision of logistic support, supplies and services to the military forces of the other Party.

3. Acquisitions and transfers under this Agreement, and any implementing arrangements or transactions executed hereunder, are made subject to the authorized availability of appropriations and funds, and acquisition and transfer limitations established by the laws and regulations of the United States and Israel.

4. The following items are not eligible for transfer under this Agreement and are specifically excluded from its coverage:

- a. weapons systems
- b. major end items of equipment (except for the lease or loan of general purpose vehicles and other nonlethal items of military equipment which are not designated as significant military equipment on the United States Munitions List);
- c. initial quantities of replacement and spare parts associated with the initial Order quantity of major items of organizational equipment covered in tables of allowances and distribution, tables of organization and equipment, and other documents of this type.

5. Also excluded from transfer by either Party under this Agreement are any items the transfer of which is prohibited by its laws or regulations. Specifically excluded from transfer by United States law and regulation under this Agreement are the following:

- a. guided missiles;
- b. naval mines and torpedoes;
- c. nuclear ammunition and included items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
- d. cartridge and air crew escape propulsion system (AEPS) components;
- e. chaff and chaff dispensers;
- f. guidance kits for bombs or other ammunition;
- g. chemical ammunition (other than riot control agents);
- h. source, byproduct, or special nuclear materials or any other material, article, data, or thing of value the transfer of which is subject to the Atomic Energy Act of 1954 (title 42, United States Code, section 2011, et seq.).

**ARTICLE III**  
**DEFINITIONS**

1. As used in this Agreement and in any Implementing Arrangements which provide specific procedures, the following definitions apply:

a. Logistic support, supplies and services. Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident to base operations support), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and airport and seaport services. Such term includes temporary use of general purpose vehicles and other nonlethal items of military equipment which are not designated as significant military equipment on the United States Munitions List pursuant to section 38(a)(1) of the Arms Export Control Act (AECA), 22 U.S. Code 2778(a)(1).

b. Implementing Arrangement. A written supplementary agreement related to the specific acquisition and/or transfer of logistic support, supplies and services, which sets forth additional details, terms and conditions which further define and carry out this Agreement.

c. Order. An Order or support request, when in its proper form and signed by an authorized official (see Article IV, paragraph 2 below), is a request for the provision of specific logistic support, supplies and services pursuant to this Agreement and any applicable Implementing Arrangement.

d. Invoice. A document from the supplying Party which requests reimbursement or payment for specific logistic support, supplies and services rendered pursuant to this Agreement and any applicable Implementing Arrangements.

e. Transfer. Selling (whether for payment in currency, replacement-in-kind, or exchange of supplies or services of equal value), leasing, loaning, or otherwise temporarily providing logistic support, supplies, and services pursuant to this Agreement and any applicable Implementing Arrangements.

f. Retransfer. The transfer of logistic support, supplies, and services received pursuant to this Agreement and any applicable Implementing Arrangements to a third party.

**ARTICLE IV**  
**TERMS AND CONDITIONS**

1. Each Party shall make its best efforts, consistent with national priorities, to satisfy requests from the other Party under this agreement for logistic support, supplies, and services, during peacetime and during periods of national emergency, international tension or active hostilities. When an implementing arrangement contains a stricter standard for satisfying such requests, it shall apply over this paragraph.
2. The transfer of logistic support, supplies and services between the Parties shall be accomplished by Orders issued and accepted under this Agreement and any applicable Implementing Arrangement.
3. An Order may be issued against this Agreement alone without an Implementing Arrangement only in those cases set forth in Annex A.
4. Implementing Arrangements may be negotiated on the part of the United States by U.S. Unified Commands. As this Agreement is not limited for use within USEUCOM's area of responsibility (AOR), the USEUCOM Implementing Arrangement will include procedures for use of this Agreement with U.S. Unified Commands other than USEUCOM. USEUCOM shall be notified of all Orders made pursuant to this Agreement.
5. Whether the transfer is accomplished by an Order under this Agreement alone or in conjunction with an Implementing Arrangement, the documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in Annex B.
6. The Parties shall endeavor to adopt a standard Order form. An Implementing Arrangement shall generally identify those personnel authorized to issue and accept Orders. The Parties shall notify each other of specific authorizations or limitations on those personnel able to issue or accept Orders directly under this Agreement or under an Implementing Arrangement when the Implementing Arrangement does not state this information. In the case of the United States, these notifications shall go directly to the Component Command concerned. In the case of Israel, these notifications shall go to the designated MOD/Israel Defense Forces (IDF) point of contact.
7. In all transactions involving the transfer of logistic support, supplies and services, the receiving Party agrees that such logistic support, supplies and services shall not be retransferred, either temporarily or permanently, without prior written consent of the supplying Party.