

No. 33695

**ISRAEL
and
SLOVAKIA**

**Agreement on cooperation in the field of plant quarantine
and plant protection. Signed at Jerusalem on 29 April
1996**

Authentic texts: Hebrew, Slovak and English.

Registered by Israel on 14 April 1997.

**ISRAËL
et
SLOVAQUIE**

**Accord de coopération dans le domaine en matière de
quarantaine phytosanitaire et de protection des végé-
taux. Signé à Jérusalem le 29 avril 1996**

Textes authentiques : hébreu, slovaque et anglais.

Enregistré par Israël le 14 avril 1997.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE STATE OF ISRAEL AND THE GOVERNMENT OF THE SLOVAK REPUBLIC ON COOPERATION IN THE FIELD OF PLANT QUARANTINE AND PLANT PROTECTION

The Government of the State of Israel and the Government of the Slovak Republic (hereinafter referred to as the Contracting Parties),

Wishing to deepen mutual cooperation in the field of plant quarantine and plant protection, and

Realizing the importance of preventing the introduction of quarantine pests, thus minimizing losses in agricultural production, and in order to simplify the mutual trade and exchange of goods of plant origin,

Have agreed on the following :

Article 1

The terminology cited in this Agreement is defined as follows:

- a) plants - living plants and parts thereof, including seeds;
- b) plant product - unmanufactured material of plant origin (including grain) and those manufactured products that either by their nature or through their processing may engender the spread of pests;
- c) seeds - seeds for planting, but not for consumption or processing;
- d) goods of plant origin - items stated in Article 1 a), b) and c);
- e) pest - plant pest - any form of plant or animal life, or any pathogenic agent, harmful or potentially harmful to plants or plant products;

¹ Came into force on 17 January 1997 by notification, in accordance with article 17.

- f) quarantine pest - a pest of potential national economic importance to the country endangered thereby and not yet present there, or present but not widely distributed and being actively controlled;
- g) pests of economic importance - pests spread from one Contracting Party to the other, which in the case of over-reproduction may cause greater damages and whose destruction may be ordered according to regulations.

Article 2

As both Contracting Parties are members of E.P.P.O. (the European and Mediterranean Plant Protection Organization), they accept the lists of pests published by E.P.P.O. and accepted by the I.P.P.C. (International Plant Protection Convention).¹

Article 3

Competent bodies of the Contracting Parties will immediately inform each other of the appearance of quarantine pests cited in the lists of each Contracting Party, as well as on the measures taken against their spreading and the measures realized to eradicate them.

Article 4

The export and transit of goods of plant origin from the territory of one Contracting Party into or through the territory of the other Contracting Party will be implemented according to the legislation of the other Contracting Party regarding plant quarantine and plant protection.

Article 5

The Contracting Parties agree that the following wrapping material will be used in the case of export of goods of plant origin to the territory of the other Contracting Party, e.g., shavings, sawdust, paper, plastic material, and other material, which cannot transfer quarantine pests. Such

¹ United Nations, *Treaty Series*, vol. 150, p. 67.

goods must also be free of soil. Exported seeds and plants shall be packed in new wrapping material.

The means of transportation used to transfer goods of plant origin to the territory of the other Contracting Party must be thoroughly cleaned and, if necessary, also disinfected against plant pests.

Article 6

Each exported consignment of goods of plant origin which is subject to phytosanitary inspection must be accompanied by a phytosanitary certificate, issued by an entity of the plant quarantine and protection service, confirming that the goods are free from those pests which are considered quarantine pests in the other Contracting Party.

The presence of the phytosanitary certificate does not exclude the right of the importing Contracting Party to perform the phytosanitary inspection of supplied goods of plant origin and to take the appropriate measures.

Competent bodies of the Contracting Parties may determine additional phytosanitary requirements in the case of import of different goods of plant origin.

Article 7

The Contracting Parties shall inform each other about border crossings in their territories through which the export, import, transit of plants and plant products take place or is permitted.

Article 8

If, during the phytosanitary inspection, a quarantine pest is found, or some violations of the plant quarantine regulations of the importing country are ascertained, then the competent bodies of the Contracting Parties are entitled to refuse the import of such goods of plant origin, or to destroy it, or to perform other urgent phytosanitary measures.

Article 9

The Contracting Parties undertake to observe the stipulations of this Agreement during exchanges of varied goods of plant origin, including donations and scientific exchanges, not excluding cases when such goods are sent through the diplomatic channels.

Article 10

The competent bodies of the Contracting Parties will, if necessary, provide each other with expert, technical and other assistance in the field of plant quarantine and plant protection in compliance with the Agreement.

Article 11

The competent bodies of the Contracting Parties shall:

- a. Inform each other on the laws and other regulations related to plant quarantine and plant protection in their respective States, within three months from the date of their coming into force, at the latest.
- b. Inform each other on professional and specialized journals, monographs, and other publications in the field of plant quarantine and plant protection, issued in their respective States.

Article 12

In order to facilitate transportation and to reduce the risk of introduction of quarantine pests, the phytosanitary inspection may be performed, if mutually agreed upon, by the competent bodies of one Contracting Party on the territory of the other Contracting Party.

The procedure and other conditions of the phytosanitary inspection will be determined by the competent bodies of the Contracting Parties in a special agreement for each individual case.

Article 13

The competent bodies of the Contracting Parties will meet, if necessary, for joint consultations, to deal with practical questions related to the implementation of this Agreement.

The consultations will take place alternately in the Slovak Republic and in the State of Israel. The date and place of the consultations will be determined by mutual consent.

Each of the Contracting Parties will bear its own expenses when consultancy visits are made in the two respective States.

Article 14

The competent bodies of the Contracting Parties responsible for coordination of the implementation of this Agreement are:

for the State of Israel - the Plant Protection and Inspection Services, Ministry of Agriculture and Rural Development of the State of Israel;

for the Slovak Republic - the Central Control and Testing Institute for Agriculture, Ministry of Agriculture of the Slovak Republic.

The competent bodies of the Contracting Parties responsible for the implementation of this Agreement and authorized to initiate amendments or modifications of the Agreement on the basis of mutual consent of the Contracting Parties, are:

for the State of Israel - the Plant Protection and Inspection Services, Ministry of Agriculture and Rural Development of the State of Israel;

for the Slovak Republic - the Central Control and Testing Institute for Agriculture, Ministry of Agriculture of the Slovak Republic.

Article 15

The provisions of this Agreement are independent of any rights and obligations that the Contracting Parties may have as a result of Agreements that have been concluded with other states, or from membership in international or national organizations for plant quarantine and plant protection.

Article 16

Any differences of opinion between the Contracting Parties arising from differing interpretation or implementation of this Agreement, shall be resolved by a Joint Committee appointed by mutual consent. If the Joint Committee is unable to find a solution, the matter in question shall be resolved through diplomatic channels.

Article 17

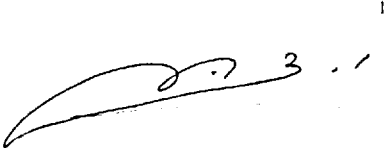
This Agreement is subject to approval or ratification in accordance with the internal legal procedures of the Contracting Parties and will come into force on the date of the second of the diplomatic Notes related to this approval or ratification.

Any amendment or modification of the Agreement shall follow the same procedure as its entering into force.

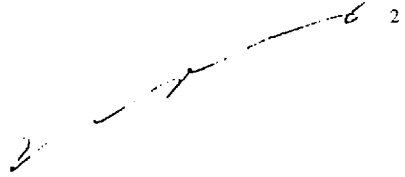
This Agreement shall be valid for a period of five years. Thereafter its validity shall be automatically extended for additional periods of five years each, unless one of the Contracting Parties denounces it in writing, at least six months prior to the expiration of the relevant period.

Done at Jerusalem, on the 29th day of April, 1996,
which corresponds to the 10th day of Iyar, 5756, in
two original copies, in the Hebrew, Slovak and English
languages, all texts being equally authentic. In case of
divergency of interpretation the English text shall prevail.

For the Government
of the State of Israel:

 1

For the Government
of the Slovak Republic:

 2

¹ Yaacov Tzur.

² Peter Baco.