

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE REPUBLIC OF CYPRUS

AND

THE STATE OF ISRAEL

AND

THE HELLENIC REPUBLIC

AND

THE ITALIAN REPUBLIC

CONCERNING

A PIPELINE SYSTEM TO TRANSPORT EASTERN MEDITERRANEAN NATURAL GAS TO THE EUROPEAN MARKETS

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PREAMBLE

The Republic of Cyprus ("Cyprus"), the State of Israel ("Israel"), the Hellenic Republic ("Greece") and the Italian Republic ("Italy") (each a "Party" and together the "Parties"), each represented by its respective government;

WHEREAS the Parties wish to enter into this Agreement in order to enable the secure and timely development, construction and operation of the Pipeline System as a viable and strategic option for exporting Natural Gas from gas producing Parties, initially discovered in Israel and Cyprus, to Greece, Italy and other European markets;

WHEREAS the Parties recognize the strategic importance of the Pipeline System which enhances energy security and diversifies sources and routes of natural gas supply by promoting the Eastern Mediterranean Corridor and the EU's goal to bring new gas from the East Mediterranean gas reserves;

WHEREAS the Parties note that the current list of Projects of Common Interest (PCI), adopted in accordance with the Regulation "on Guidelines for Trans-European Energy Infrastructure" (EU) No 347/2013 recognizes the East Med pipeline promoted and developed by IGI Poseidon as an EU "Project of Common Interest (PCI) (PCI 7.3)" and that together with the Poseidon pipeline constitutes the cluster of infrastructure to bring new gas reserves from the East Mediterranean to Europe;

WHEREAS in EU territory the development and operation of the Pipeline System will be consistent with the pertinent EU rules not excluding the right to apply for an exemption from these, as provided by Article 36 of Directive 2009/73";

WHEREAS several bilateral agreements between Parties, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxation on income have been signed;

WHEREAS the Agreement between the Government of the State of Israel and the Government of the Republic of Cyprus on the Delimitation of the Exclusive Economic Zone was signed in Nicosia on 17 December 2010;

WHEREAS the Parties recognise the applicable customary law as reflected in the United Nations Convention on the Law of the Sea of 10 December 1982;

WHEREAS the Parties recognise that the United Nations Convention on the Law of the Sea of 10 December 1982 addresses the laying of submarine pipelines;

WHEREAS a Joint Declaration between the Minister of Energy of Israel, the Minister of Energy of the Republic of Cyprus, the Minister of Energy and Environment of the Hellenic Republic and the Minister of Economic Development of the Italian Republic (hereinafter: the "Ministers") was signed during the EastMed Pipeline Ministerial Summit in Tel Aviv on 3 April, 2017;

WHEREAS a Memorandum of Understanding was signed between the Government of the Republic of Cyprus, the Government of the Hellenic Republic, the Government of the Italian Republic, and the Government of the State of Israel on Cooperation in relation to the EastMed Pipeline Project at Nicosia on 5 December 2017;

WHEREAS the Parties agree to promote the establishment of the Eastern Mediterranean Corridor as a new separate supply source and route to Europe, and acknowledging that the Pipeline System could be a practical step towards the implementation of the Eastern Mediterranean Corridor;

WHEREAS the Parties wish to cooperate in facilitating the export of Natural Gas from Eastern Mediterranean gas reserves, initially discovered in Israel and Cyprus, through the Pipeline System, which is an offshore/onshore pipeline project, to Europe via Cyprus, Greece and, via the Poseidon off-shore pipeline, or any other means to Italy;

WHEREAS the Parties acknowledge the results of the pre-Front End Engineering and Design (hereinafter: "pre-FEED") study that concluded that the East Med pipeline is technically feasible, economically viable and commercially competitive vis-à-vis other export options from the East Mediterranean Region;

WHEREAS the European Commission has followed the progress of development activities on a regular basis and has been informed of pre-FEED outcomes;

WHEREAS the Parties recognize Decision (EU) 2017/684 of the European Parliament and the Council on establishing an information exchange mechanism with regard to intergovernmental agreements between Member States and third countries in the field of energy and repealing Decision No.994/2012/EU;

WHEREAS the Parties are aware of the European External Action Service's "Global Strategy for the EU's Foreign and Security Policy", presented in June 2016 that provides guidance for cooperation with non EU neighbours;

WHEREAS the Parties are bound by the General Agreement on Trade in Services (GATS) (Article XVII);

WHEREAS the Parties are members to the Convention for the Protection of the Mediterranean Sea Against Pollution of 16 February 1976;

WHEREAS Cyprus, Greece and Italy are parties to the United Nations Convention on the Law of the Sea of 10 December 1982 and to the Convention on Environmental Impact Assessment in a Transboundary Context of 25 February 1991;

WHEREAS an Implementation Agreement between the Government of the State of Israel and the Government of the Republic of Cyprus and the Government of the Hellenic Republic on the Sub-Regional Marine Oil Pollution Contingency Plan was signed during the Trilateral Summit in Nicosia on 8 May 2018;

WHEREAS the parties recognize that each Party may take all measures which it considers necessary to safeguard its national security

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1. Definitions

Capitalised terms used in this Agreement (including the Preamble), and not otherwise defined herein, shall have the following meaning:

"Agreement" shall mean this Intergovernmental Agreement, as amended, supplemented or otherwise modified from time to time.

"Contractor" shall mean any Person supplying directly, goods, work, technology or services, to the Project Company or Project Investors or their affiliates in connection with the Pipeline System to an annual contractual value of at least €500,000, excluding however any physical person acting in his or her role as an employee of any other Person.

"Force Majeure" shall have the meaning ascribed to it under international law.

"Host Government Agreement" shall mean each agreement between a Party on the one hand, and Project Investors, on the other hand, relating to the Pipeline System.

"Joint Committee" shall mean the committee defined in Article 13.

"Permits" shall mean all those permits, approvals and rights of examination, testing, evaluation, analysis, inspection, construction, use, possession, occupancy, management, ownership, assignment and enjoyment with respect to any Territory as are required to carry out the Project Activities.

"Natural Gas" shall mean any hydrocarbons which are extracted from the sub-soil in their natural state and are gaseous at normal temperature and pressure.

"Operator" shall mean the Person or Persons responsible from time to time for implementing, managing, coordinating and/or conducting for or on behalf of the Project Investors or their affiliates all or any portion of the day-to-day Project Activities including serving as an operator of all or any portion of the Pipeline System. For the avoidance of doubt, where no Person or Persons has or have been appointed by the Project Investors or their affiliates in this capacity, the Project Investors shall be the Operator.

"Parties" shall mean each of the parties to this Agreement and **"Party"** shall mean any of them.

"Person" shall mean any natural person or any entity, including among the latter any company, corporation, limited liability company, partnership, limited partnership, enterprise, joint venture, unincorporated joint venture, association, trust or other juridical entity, organisation or enterprise duly organised by treaty or under the laws of any state or any subdivision thereof.

"Pipeline System" shall mean the Natural Gas pipeline system, as described in Annex I.

"Project" shall mean the evaluation, development, design, construction, installation, financing, insuring, ownership, operation (including the Transport by any or all of the

Shippers of Natural Gas through the Pipeline System), repair, replacement, refurbishment, maintenance, expansion, and extension (including laterals) of the Pipeline System.

"Project Activities" shall mean the activities conducted by the Project Participants in connection with the Project.

"Project Company" shall mean the company responsible for the Pipeline System's promotion, development, financing, construction and operation, which is at the time of signing this Agreement IGI POSEIDON S.A., a company founded and operating under the Laws of Greece, having its registered seat in Greece.

"Project Investor" shall mean the Project Company and/or any other party to any Host Government Agreement other than a Party.

"Project Participant" shall mean any Project Investor, Operator, Shipper or Contractor, or any of their respective affiliates having a direct commercial interest in the Pipeline System.

"Shipper" shall mean any Person which has a legal entitlement (whether arising by virtue of a contract or otherwise) to transport Natural Gas through all or any portion of the Pipeline System.

"Taxes" shall mean all existing and future levies, duties, customs, imposts, payments, fees, penalties, assessments, taxes (including VAT or sales taxes), charges and contributions payable to or imposed by a Party, or any other body having the effective power to levy any such charges within the Territory of a Party, and **"Tax"** shall mean any one of them.

"Territory" shall mean, with respect to each Party, the land territory of such Party, its maritime areas, including the Territorial Sea, the Exclusive Economic Zone and the Continental Shelf in accordance with customary international law also reflected in the United Nations Convention on the Law of the Sea of 10 December 1982, and the air space above the land territory and the Territorial Sea.

"Transport" shall mean carriage, shipping or other transportation of Natural Gas, via any legal arrangement or entitlement.

"VAT" shall mean value added tax or any other similar Tax applicable to the provision of goods or services, Permits, works, services or technology, within the Territory of a Party.

"Year", "Calendar Year" and "Fiscal Year" shall mean a period of twelve (12) consecutive months, according to the Gregorian calendar, starting on 1 January, unless another starting date is expressly indicated in the relevant provisions of this Agreement.

2. Interpretation

- (a) The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- (b) Unless otherwise indicated, all references to an "Article" followed by a number or a letter refer to the specified Article of this Agreement.

- (c) The terms "this Agreement," "hereof," "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof.

3. Construction

Unless otherwise specifically indicated or the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders, and "include," "includes" and "including" shall be deemed to be followed by the words "without limitation."

4. Knowledge

References in this Agreement to "knowledge," "awareness" and synonymous terms shall, unless the context indicates the contrary, be deemed to refer to actual rather than to constructive or imputed knowledge.

ARTICLE 2
RELATIONSHIP BETWEEN THIS AGREEMENT AND OTHER
INTERNATIONAL AND DOMESTIC OBLIGATIONS

1. Each Party confirms and warrants that the execution and performance of this Agreement is within the powers of the Party. Each Party further confirms and warrants that it is not aware of any law, regulation or agreement to which it is party that would impair the ability of such Party to implement this Agreement.
2. Nothing in this Agreement shall affect the rights or obligations of each Party under any other relevant international treaty or rule of international law. Cyprus, Greece and Italy shall abide by their obligations arising from their membership of the European Union.
3. Each Party shall administer in a consistent, impartial and reasonable manner all laws, regulations, rulings and administrative decisions affecting matters covered by this Agreement, and shall ensure that necessary measures are taken in order to give effect to the provisions of this Agreement.

ARTICLE 3
PERFORMANCE AND OBSERVANCE OF THIS
AGREEMENT

Subject to the other provisions hereof, each Party undertakes to fulfil and perform each of its obligations under this Agreement.

ARTICLE 4
COOPERATION

1. The Parties shall cooperate in order to establish and maintain necessary conditions for the successful implementation of the Project Activities.

2. Each Party undertakes to meet in good faith at all reasonable times and as often as reasonably required for the purposes of negotiating and entering into such other multilateral or bilateral agreements as may be appropriate between and among the Parties, or with any other states, international institutions and authorities, in order to authorise, enable and support the implementation of Project Activities.
3. The Parties shall cooperate with a view to encourage EU decisions about financing support, competition rules and a dedicated regulatory framework including an exemption decision where required.

ARTICLE 5 PERMITS

Each Party undertakes, to the extent permitted by its own applicable law, to issue without undue delay any necessary Permit needed to develop, design, construct, install, build, operate, repair, replace, refurbish, maintain, expand and extend the Pipeline System

ARTICLE 6 TITLE TO OR OWNERSHIP OF NATURAL GAS IN THE PIPELINE SYSTEM

No Party shall impose any requirement with respect to title, ownership, use or destination of Natural Gas Transported in the Pipeline System.

ARTICLE 7 NON-INTERRUPTION OF PROJECT ACTIVITIES

1. No Party shall, except as specifically provided in the applicable Host Government Agreement or in the terms set forth in the relevant license or permit granted where applicable, or as specifically authorised by a competent dispute settlement authority, interrupt, curtail, delay or otherwise impede the Project Activities in its Territory.
2. Notwithstanding Article 7.1, where a Party has reasonable grounds to believe that the continuation of the Project Activities in the Territory of a Party creates or would create a danger or hazard to that Party's national security, public health and to the safety or security of the public, to property, to the protection of national treasures of historic or archaeological value, or to the environment, the Party may interrupt the Project Activities in its Territory but only to the extent and for the length of time necessary to remove or mitigate such danger or hazard.
3. If any event occurs or any situation arises which interrupts, curtails, or otherwise impedes Project Activities (an "interruption" for the purpose of this Article) the Party in, or in respect of whose Territory the relevant interruption has arisen, shall immediately give notice to the other Parties and relevant Project Participants of the interruption, give reasonably full details of the reasons as well as the measures taken to reinstate the operation of the pipeline, having regard to safeguarding supplies of

Natural Gas to consumers and to maintaining system security and operational capability.

ARTICLE 8 ENVIRONMENTAL AND SAFETY STANDARDS

1. Each Party shall:
 - (a) Apply environmental and safety standards and guidelines appropriate to the conditions and environment prevailing in each particular geographic area traversed by the Pipeline System. These standards and guidelines shall be no less stringent than those standards and guidelines applied within European Union member states;
 - (b) ensure its compliance with such standards;
 - (c) consult with the other Parties as often as necessary in order to comply with (a) and (b).
2. External emergency response plans and emergency preparedness:
 - (a) The Parties shall prepare external emergency response plans covering all offshore Natural Gas installations relating to the Pipeline System, connected infrastructure, and potentially affected areas within their Territory. The Parties shall specify the role and financial obligation of Project Participants in the external emergency response plans;
 - (b) The Parties shall prepare external emergency response plans in consultation with relevant Project Participants and taking into account the most up to date version of the internal emergency response plans of the existing or planned installations and connected infrastructure in the area covered by the external emergency response plan;
 - (c) The Parties shall prepare external emergency response plans for the Pipeline System in accordance with Annex II, and said response plans shall be made available to the Parties and to the extent possible to other potentially affected states and the public;
 - (d) The Parties shall take suitable measures to achieve a high level of compatibility and interoperability of response equipment and expertise between all potentially affected states in the region, and other third-party states, where appropriate;
 - (e) The Parties shall keep records of emergency response equipment and services in accordance with Annex III, and said records shall be available to the other potentially affected states and, on a reciprocal basis, to neighbouring states;
 - (f) The Parties shall ensure that Project Participants regularly test their preparedness to respond effectively to major accidents in close cooperation with the relevant State Authorities;

- (g) The Parties shall ensure that competent State Authorities or, where appropriate, operators develop cooperation scenarios for emergencies, and such scenarios shall be regularly assessed and updated as necessary.

3. Emergency response:

- (a) The Parties shall ensure that in the event of any accident (as described in the above paragraph), the Project Participants shall be obligated to take all suitable measures to:

- (i) prevent its escalation;
- (ii) limit its consequences; and
- (iii) rectify the environmental damage at source.

The Parties shall, within their means, assist the Project Participants (if needed), including with the supply of additional resources, without prejudice to the "polluter pays" principle and without distorting competition;

- (b) In the course of the emergency response, the Parties shall collect the information necessary for thorough investigation.

ARTICLE 9 HARMONISATION OF TECHNICAL STANDARDS

The Parties shall endeavour to harmonise their respective technical standards applicable to Project Activities.

ARTICLE 10 SECURITY

1. Commencing with the initial Project Activities relating to route identification and evaluation and continuing throughout the life of the Project, each Party may take measures which it considers necessary to ensure the security of the Pipeline System and all Persons within the Territory of that Party involved in Project Activities.
2. The Parties will cooperate by taking appropriate measures to ensure the security of the Pipeline System. In this regard, the Parties may formulate multilateral or bilateral agreements and arrangements regarding cooperation on security issues related to the Project / Pipeline System.

ARTICLE 11 TAXES

1. Nothing in this Agreement shall apply to taxation measures except that each Party shall ensure that the tax treatment of Project Participants with respect to any part of Project Activities will be no less favourable than that applicable to its nationals in like circumstances under its general tax legislation on income and capital, including the Conventions for the avoidance of double taxation and the prevention of fiscal evasion whereas in force between the Parties, with respect to taxes on income.

2. The Competent Authorities of the Parties shall endeavour to conclude legally binding agreements (hereinafter called "Tax IGA") between each other and with the Competent Authority of the Country the Project Company is a tax resident for the determination of the tax assessment basis of the Project Company

With regard to Israel and Cyprus, the Competent Authorities shall endeavour to reach the necessary arrangements for the determination of the tax assessment basis of the Project Company.

3. Those agreements/arrangements shall take into account provisions of the national legislation as well as the principles of the Organisation for Economic Cooperation and Development and the Double Tax Treaties whereas in force. The Project Company shall provide all tax authorities at the outset of negotiations a detailed study of the expected operation and transfer pricing analysis. For revenues and costs of the Project Company, uniform and appropriate allocation keys relating to determination of business profits shall be set out in the agreements/arrangements, in accordance with the relevant transfer pricing analysis. These agreements/arrangements will be renewed as necessary and will cover a period equal to the duration of the project.
4. For the purposes of this article, "Competent Authorities" are defined as follows:
 - (a) For Cyprus, the Minister of Finance or the Minister's authorized representative.
 - (b) For Greece, the Independent Authority for Public Revenue (IAPR).
 - (c) For Israel, as defined in the Conventions for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income whereas in force between the Parties or the authorized representative of the Director General of the Israeli Tax Authority, as relevant
 - (d) For Italy,...

ARTICLE 12 FORCE MAJEURE

Responsibility for non-performance or delay in performance on the part of either Party with respect to any obligations or any part thereof under this Agreement other than a monetary obligation that arises out of an arbitral award or amicable settlement according to the dispute settlement procedure defined in Article 17 shall be suspended to the extent that such non performance or delay in performance is caused or occasioned by Force Majeure.

ARTICLE 13
JOINT COMMITTEE

1. The Parties agree to establish, within 30 days of the date of entry into force of this Agreement, a Joint Committee (as defined in Article 13.2), which shall monitor the activities relating to the Project and facilitate the implementation of this Agreement.
2. The Joint Committee shall be formed by an equal number of representatives of the energy ministries and regulatory authorities of each Party (the "Joint Committee"). The Joint Committee shall operate on a consensual basis. The Joint Committee may invite representatives of the Project Investor to attend the meetings and other activities of the Committee and, if deemed useful, together with representatives from the European Commission and observers from relevant Third Parties.
3. The Joint Committee shall take all reasonable steps to ensure that activities necessary for the implementation of the Project Activities are properly and timely performed. Unless agreed otherwise by the Joint Committee, the Committee shall meet at least once every trimester, during construction phase and at least once every year during operation after construction of the pipeline is completed, and shall regularly prepare and deliver to the Parties reports on the status of the Project make recommendations to the Parties for the effective implementation of the Agreement.

ARTICLE 14
RESPONSIBILITY

1. Any failure of, or refusal by a Party to fulfil or perform its obligations, as provided in this Agreement, shall constitute a breach of such Party's obligations under this Agreement.
2. The responsibility of a Party under Article 14.1 above shall be in accordance with customary international law.

ARTICLE 15
AMENDMENTS

1. This Agreement may be amended or supplemented upon mutual consent of the Parties and expressed in writing and signed by all Parties. All amendments and supplements shall be made through protocols signed by the Parties, which shall form an integral part of this Agreement and shall enter into force upon the last written notification of instruments of ratification by the Parties.
2. Any other state can become a party to this Agreement upon approval by all Parties through protocols signed by the Parties, which shall form an integral part of this Agreement and shall enter into force upon the last written notification of instruments of ratification by the Parties.

ARTICLE 16
RESTRICTIONS TO THIRD PARTY ACCESS

1. Cyprus, Greece, Italy and Israel acknowledge the right of the Project Company to apply for an exemption under Article 36 of Directive 2009/73, in order to transport gas from the producing Parties.
2. Without prejudice to the independent decision of the relevant National Regulatory Authorities on such application by the Project Company, the Governments of Cyprus, Greece and Italy will encourage a request by the Project Company to obtain an exemption under Article 36 of Directive 2009/73, in order to transport gas from the producing Parties.
3. If an exemption under Article 36 of Directive 2009/73 is granted, the Project Company may limit access of third parties to the exempted pipeline capacity in line with the conditions of the exemption.
4. Available or unused capacity, except that referred to in paragraph 3, shall be made available to the market, including for transportation of gas produced in states that are not party to this Agreement, in a transparent, non-discriminatory and proportionate manner.

ARTICLE 17
DISPUTE SETTLEMENT

1. Any dispute concerning the interpretation or implementation of this Agreement shall be settled through diplomatic channels in a spirit of understanding and cooperation.
2. In the event that a dispute concerning the interpretation or implementation of this Agreement is not settled through diplomatic channels within nine (9) months of its notification by one Party to the other Parties, any Party or Parties may initiate recourse to arbitration by submitting a notice of arbitration. The dispute shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as revised in 2010. The case shall be administered by the International Bureau of the Permanent Court of Arbitration. Unless the States agree otherwise:
 - (a) The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration at The Hague;
 - (b) the number of arbitrators shall be three;
 - (c) the place of arbitration shall be The Hague;
 - (d) the language to be used in the arbitral proceedings shall be English.

The parties to the dispute shall communicate their respective notice claim, response and counterclaim, to all other Parties.

3. Paragraphs 1 and 2 shall not apply to disputes between Cyprus, Greece and/or Italy (hereinafter: the EU Parties) concerning the interpretation or implementation of this Agreement to the extent that the interpretation or application of Union Law is concerned. These disputes fall within the competences of the Court of Justice of the European Union (Hereinafter: CJEU) in accordance with the rules laid down in EU law.
4. The EU Parties concerned shall seek to settle such dispute through diplomatic channels in a spirit of understanding and cooperation subject to their rights and obligations under Union law. The EU Parties will inform Israel of initiation and subject of such proceedings subject to their obligations under EU law.
5. The EU Parties concerned shall endeavour to inform Israel before a dispute within the meaning of paragraph 3 is brought before the CJEU, and shall keep Israel informed about the initiation, course and outcome of the Court proceeding, subject to the respect of their obligations of confidentiality under EU law.
6. Proceedings between EU Parties before the CJEU within the meaning of paragraph 3 and their outcome shall not limit Israel's ability to initiate proceedings pursuant to paragraph 2, and the outcome of CJEU proceedings within the meaning of paragraph 3 to which Israel is not a party shall not be binding on Israel or on any arbitral tribunal ruling on a dispute to which Israel is a party under paragraph 2.

ARTICLE 18

ENTRY INTO FORCE

1. This Agreement shall enter into force on the date of the last written notification by the Parties that have signed this Agreement on the 2nd January 2020, informing the other Parties about the completion of the ratification procedures necessary for its entry into force.
2. The Parties having signed this Agreement on the 2nd January 2020 shall initiate the process of ratification by their relevant competent authorities within 120 days from the date of signature.
3. The Agreement shall enter into force for the Party signing after the 2nd January 2020, on the date of its written notification informing the other Parties that its ratification procedures have been completed. Such ratification procedures shall be initiated within 120 days from the date of its signature.
4. This Agreement shall be signed in four (4) copies, with each Party retaining an original copy.

ARTICLE 19 NOTICES

1. Without prejudice to the written notifications provided for in Article 15 and Article 18, all notices given under this Agreement by either Party shall be given in writing in the English language and may be delivered by hand, or by internationally recognised courier delivery service, or sent by facsimile transmission to the address or facsimile number specified below and marked for the attention of the person so specified, or at such other address or facsimile number and/or marked for the attention of such other person as a Party may at any time specify by notice given in accordance with this Article 19. For the avoidance of doubt, a notice sent by electronic mail will not be deemed valid.

2. The relevant details of each Party at the date of its signature of this Agreement are :

Cyprus

Address: 6, Andreas Araouzos Street, 1421 Nicosia

Facsimile: +357 22 518 349

Attention: Ministry of Energy, Commerce and Industry, Dr Stelios Himonas,
Permanent Secretary

Israel

Address:

Facsimile: +972747681718/ganets@energy.gov.il;oritg@energy.gov.il/fax
972747681580

Attention: Director General Office

Greece

Address: Messogheion 119, Athens

Facsimile: fax +30 213513569 e-mail : dir@prv.ypeka.gr

Attention: Directorate for International Relations of the Ministry of Environment
and Energy

Italy

Address:

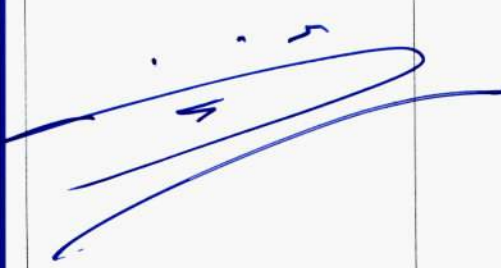
Facsimile:

Attention:

ARTICLE 20
ENTIRE AGREEMENT

This Agreement, together with all annexes attached hereto and documents that it expressly incorporates by reference and any relevant amendments or supplements shall constitute the entire agreement of the Parties with respect to the matters addressed herein.

This Agreement, done in four (4) originals in the English language, is open for signature by the Parties as of 2 January 2020, at Athens.

REPUBLIC OF CYPRUS		STATE OF ISRAEL
		

REPUBLIC OF ITALY		HELLENIC REPUBLIC
		

ANNEX I

DESCRIPTION OF THE PIPELINE SYSTEM

The Pipeline System is an offshore/onshore bi-directional pipeline that in its base case design will originate from the territorial waters of Israel and the Territory of Cyprus. The Pipeline System will connect the natural gas sources or facilities from Israel, Cyprus and Greece to the European gas markets. It will consist of 5 sections: 1) Israel to Cyprus; 2) Cyprus to Crete; 3) Crete to Peloponnese; 4) Peloponnese to Western Greece; 5) Western Greece to Thesprotia. At Thesprotia the Pipeline System will transport the gas to Italy and Europe's gas networks via the Poseidon off-shore pipeline or any other means.

The off-takes along its route will enable the gasification of Cyprus and areas of Greece (Crete, Peloponnese, Western Greece). The project includes entry points in Greece, to allow injection of gas if gas reserves are discovered in the region and with the option to upgrade the capacity of the pipeline sections from Crete.

ANNEX II

INFORMATION TO BE PROVIDED IN EXTERNAL EMERGENCY RESPONSE PLANS

External emergency response plans shall include but not be limited to:

- (a) names and positions of persons authorised to initiate emergency procedures and of persons authorised to direct the external emergency response;
- (b) arrangements for receiving early warning of major accidents and the associated alert and emergency response procedures;
- (c) arrangements for coordinating resources necessary to implement the external emergency response plan;
- (d) arrangements for providing assistance to the internal emergency response;
- (e) a detailed description of the external emergency response arrangements;
- (f) arrangements for providing persons and organisations that may be affected by the major accident with suitable information and advice relating to it;
- (g) arrangements for the provision of information to the emergency services of other states and the European Commission in the event of a major accident with possible transboundary consequences; and
- (h) arrangements for the mitigation of the negative impacts on wildlife both onshore and offshore.

The above mentioned list of information included in the external emergency response plan is without prejudice to the provisions that transmission system operators have to fulfil in order to be compliant with the Regulation (EC) 2017/1938 concerning measures to safeguard the security of gas supply and to the provision descending from the relevant national Preventive Action and Emergency Plans.

ANNEX III
PARTICULARS TO BE INCLUDED IN THE PREPARATION OF EXTERNAL EMERGENCY
RESPONSE PLANS

- (a) an inventory of available equipment, its ownership, location, means of transport to and mode of deployment at the site of the major accident;
- (b) a description of the measures in place to ensure equipment and procedures are maintained in operable condition;
- (c) an inventory of industry-owned equipment that can be made available in an emergency;
- (d) a description of the general arrangements for responding to major accidents, including competencies and responsibilities of all involved parties and the bodies responsible for maintaining such arrangements;
- (e) measures to ensure that equipment, personnel, and procedures are available and up to date and sufficient members of trained personnel are available at all times; and
- (f) evidence of prior environment and health assessments of any chemicals foreseen for use as dispersants.