

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE ITALIAN REPUBLIC**

**AND**

**THE GOVERNMENT OF THE STATE OF ISRAEL**

**ON THE MUTUAL RECOGNITION OF DRIVING LICENCES FOR THE PURPOSES OF  
EXCHANGE**

The Government of the Italian Republic and the Government of the State of Israel, hereinafter referred to as the "Parties", each in compliance with the obligations arising from any bilateral or multilateral Agreements and, as for the Italian Party, with the obligations arising from its membership of the European Union,

Recalling their commitments under the Convention on Road Traffic, done in Vienna on 8 November 1968,

Desiring to improve road transport safety and to facilitate road traffic in their respective territories,  
Have agreed as follows:

### **Article 1**

For the purposes of exchange of driving licences, the Parties shall reciprocally recognize valid non-provisional driving licences issued by the Competent Authority of the other Party, according to the respective internal regulations, upon request of driving licence holders who meet the requirements stipulated in this Agreement.

### **Article 2**

1. An Israeli driving licence shall cease to be valid for driving purposes in Italy, one year after the date of acquisition of residence by the driving licence holder in the Italian territory.
2. An Italian driving licence shall cease to be valid for driving purposes in Israel, one year after the date of legal entry of the driving licence holder into the Israeli territory.

### **Article 3**

1. The holders of Israeli driving licences who have established residence in Italy, or the holders of Italian driving licences who legally entered and are legally staying in the territory of Israel, can exchange their driving licences without having to take theory and practical driving tests, except for particular situations regarding drivers with special needs that require practical driving assessment in accordance with domestic legislation. Particular situations include those regarding drivers who have special needs that require modifications to standard vehicles or the use of prosthetic devices.
2. In Italy, the holders of Israeli driving licences can exchange their licences without having to take theory and practical driving tests, only if not more than six years have passed since the acquisition of residence in Italy, at the time of submission of the request for exchange. If the holders have been residents in the Italian territory for more than six years, this Agreement shall not apply.
3. In Israel, the holders of Italian driving licences can exchange their licences without having to take theory and practical driving tests, only if not more than five years have passed since they legally

entered Israel and they are legally staying in Israel at the time of submission of the request for exchange. If more than five years have passed since the holders legally entered Israel, this Agreement shall not apply.

4. The Competent Authorities for the exchange of driving licences may request a medical certificate, including an eye examination, as proof that the psychological and physical requirements needed for the requested categories are met.
5. For the implementation of this Agreement, the holder of the driving licence must meet the age requirements provided for in the respective internal regulations regarding the driving licence category for which the exchange is requested.
6. Any driving restrictions and sanctions regarding new drivers, deriving from the internal regulations of the Parties, shall be applied in accordance with the date of issue of the original driving licence for which the exchange is requested.

#### **Article 4**

1. This Agreement shall apply only to Israeli driving licences issued before the holders have established their residence in the Italian territory, or to Italian driving licences issued before the licence holders legally entered, and are legally staying in Israel.
2. Furthermore, this Agreement shall not apply to a driving license that was issued by one of the Parties in exchange for a driving licence issued by a third State and which is not exchangeable in the territory of the Party in which the licence exchange is processed.
3. Driving permits issued to candidates who are practising driving in order to obtain driving licences in accordance with the national legislation in force in each Country, shall neither be mutually recognized for the purposes of exchange nor for driving purposes.

#### **Article 5**

1. When a driving licence is exchanged, the equivalence of the categories of licences shall be determined in accordance with the Technical Equivalence Tables attached to this Agreement.
2. The Technical Equivalence Tables, the list of driving licence models which are considered valid for the purposes of exchange, and the images of models to which it refers, make up the Technical Annexes to this Agreement. The Technical Annexes are legally binding and can be modified in accordance with the provisions of Article 15.



## **Article 6**

The Competent Central Authorities for the exchange of driving licences are:

- a) in the Italian Republic: Ministero delle Infrastrutture e dei Trasporti - Dipartimento per la Mobilità Sostenibile (Ministry of Infrastructures and Transport - Department for Sustainable Mobility);
- b) in the State of Israel: the Ministry of Transport and Road Safety, Licensing Authority.

## **Article 7**

1. The procedure for the exchange of driving licences under this Agreement shall end with the issuing of non-provisional driving licences which shall be drawn up according to the latest model used by the Party in which the exchange takes place.
2. The Competent Authority that exchanges the licence may issue a provisional document, for the short period of time necessary for the conclusion of the administrative procedure for the delivery of the new driving licence issued for exchange.
3. The Competent Authority of the Party that exchanged the licence shall request the holder to hand over the original licence that has been exchanged, only after the delivery to the holder of the new driving licence issued by exchange.
4. Following the receipt by the holder of the licence issued by exchange, the original driving licence that has been exchanged shall be returned to the Party that issued it, as follows:
  - a) the Italian driving licences exchanged in Israel shall be returned to the Competent Central Authority named in Article 6 (a) by the Israeli Authority that exchanged the licences, through the Italian Diplomatic Mission in Israel;
  - b) the Israeli driving licences exchanged in Italy shall be returned to the Competent Central Authority named in Article 6 (b) by the Italian Authority that exchanged the licences, through the Israeli Diplomatic Mission in Italy.

## **Article 8**

1. When exchanging a driving licence, the Competent Authority may request an official translation of the licence from the driving licence holder.
2. If there is any doubt regarding the validity and authenticity of the driving licence and of the data contained therein, the Competent Authority may request information from the Competent Authority of the other Party. This information may be exchanged either through diplomatic channels, or directly between the Competent Authorities of the two Parties, if the Parties determine the modalities through an Exchange of Verbal Notes.

### **Article 9**

1. The Competent Central Authority that receives a driving licence which has been taken as a result of the exchange shall inform the Competent Central Authority of the other Party of any anomaly as to the validity and authenticity of the licence and of the data contained therein. This information shall be conveyed through diplomatic channels.

### **Article 10**

The exchange of information provided for in this Agreement shall be carried out in compliance with the legislation on the processing of personal data in force in Italy and in Israel, respectively. Should any of the legislation, relevant to this Agreement, be amended, the Parties undertake to update the other in this regard. Following, if deemed necessary by both Parties, the Parties shall supplement this Agreement with legally binding clauses on personal data protection. During the negotiations on the aforementioned supplementary clauses, either Party may suspend this Agreement until the date of entry into force of the supplemented Agreement, in accordance with Article 15(1). The intention to suspend the Agreement shall be notified through diplomatic channels.

### **Article 11**

1. The Parties shall reciprocally provide the addresses of the Competent Central Authorities to which the licences taken under Article 7 shall be sent, and which receive the requests for information under Article 8.
2. Furthermore, each Party shall provide the addresses of its Diplomatic Missions in the territory of the other Party, which may assist in the procedures under Articles 7, 8 and 9.
3. The Parties shall provide the respective e-mail addresses necessary for the correct and consistent implementation of the procedures provided for in Article 8.

### **Article 12**

Any divergence concerning the interpretation or the implementation of this Agreement shall be settled amicably through consultations and and/or negotiations between the Parties.

### **Article 13**

This Agreement shall be implemented in full compliance with the legislation and regulations in force in the respective countries, as well as with applicable international law and, as for the Italian Party, with the obligations arising from its membership of the European Union.



#### **Article 14**

The expenses arising from the implementation of this Agreement shall be borne by the Parties within the limits of their respective financial resources without creating additional burdens on the ordinary budgets of the Italian Republic or the State of Israel.

#### **Article 15**

1. This Agreement may be amended in writing by mutual consent of the Parties. Such amendments shall enter into force in accordance with the procedures provided for the entry into force of this Agreement in Article 16.
2. The Technical Annexes may be amended in writing by mutual consent of the Parties by means of a simplified procedure through Exchanges of Notes.

The Exchanges of Notes shall be done through diplomatic channels and shall enter into force sixty days (60) after the date of receipt of the second Note.

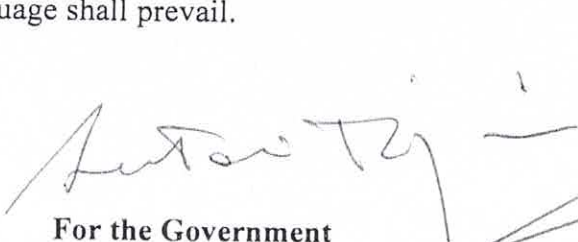
In order to allow both Parties to determine the exact date of entry into force of the amendment, the Party which receives the second Note shall notify the other Party, through diplomatic channels, of the date of receipt and the exact date of entry into force.

#### **Article 16**

1. This Agreement and its Technical Annexes shall enter into force sixty (60) days after the date of the receipt of the second of the two notifications through diplomatic channels, stating that the Parties have completed their internal procedures required for the entry into force of the Agreement. In order to allow both Parties to determine the exact date of entry into force, the Party which receives the second Note shall notify the other Party, through diplomatic channels, of the date of receipt and the exact date of entry into force.
2. This Agreement shall remain in force for a period of five years. Two years before the expiration of the Agreement, the Parties shall start consultations for its renewal, which may be extended for additional periods of five (5) years, subject to mutual written agreement of the Parties.
3. Each Party may terminate this Agreement by written notification to the other Party, through diplomatic channels. The Agreement shall cease to be in force six (6) months after the receipt of the notification of termination.
4. The termination of this Agreement shall not affect the ongoing procedures for the exchange of driving licences, unless otherwise mutually agreed by the Parties. It shall not be possible to accept requests for the exchange of driving licences as of the date at which the Agreement ceases to be in force.

In witness whereof the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Jerusalem on March 13, 2023, which corresponds to the 20 of Adar of the year 5783 in the Hebrew calendar, in two originals, each in the Italian, Hebrew and English languages, all texts being equally authentic. In case of divergence of interpretation, the text in the English language shall prevail.



**For the Government  
of the Italian Republic**



**For the Government  
of the State of Israel**