TECHNICAL AGREEMENT

between

the Ministry of Defence of the Republic of Bulgaria

and

the Ministry of Defence of the Republic of Croatia

and

and the Ministry of Defence of Hungary

and

the Ministry of Defence of the Republic of Slovenia

concerning

Joint Personnel Recovery Flight Training in Multinational Special Aviation Programme Training Centre

**INTRODUCTION**

The Ministry of Defence of the Republic of Bulgaria, the Ministry of Defence of the Republic of Croatia, the Ministry of Defence of Hungary, and the Ministry of Defence of the Republic of Slovenia (hereinafter referred to as the „Participants”);

Considering the North Atlantic Treaty done at Washington on 4 April 1949;

Considering the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces dated 19 June 1951, hereinafter referred to as the NATO SOFA;

Considering the Agreement among the States Parties to the North Atlantic Treaty and other States participating in the Partnership for Peace regarding the Status of their forces dated 19th June 1995, hereinafter referred to as the PfP SOFA;

Acknowledging that the Memorandum of Understanding concerning the Creation of a Multinational Special Aviation Programme, signed in Brussels on October 4, 2018, foresees that a set of MSAP Technical Agreements and Standard Operating Procedures, subordinate to the MSAP MOU, will be developed and approved by the Multinational Executive Board (MEB), as required;

Have reached the following understanding:

**SECTION 1**

**PURPOSE AND SCOPE OF THE AGREEMENT**

1. The purpose of this Agreement is to establish procedures in implementation of Joint Personnel Recovery Flight Training (hereinafter referred to as: Training) conducted in Multinational Special Aviation Programme Training Centre, legal status of the Participants, responsibilities and other rights and obligations between the MSAP TC, HN and SNs.
2. Participants acknowledge that terms and positions that suggest conducting of exercise are adopted from Bi-SC 075-003 Collective Training and Exercise Directive (hereinafter referred to as: Bi-SCD 75-3) and that scope of this Agreement is solely for training purpose.
3. Implementation of this Agreement will be in accordance with all relevant provisions of the MSAP MOU and applicable national or international law or international agreements.

**SECTION 2**

**DEFINITIONS AND ABBREVIATIONS**

IPC is Initial Planning Conference

ISOP is isolated person.

Host Nation (HN) is the Participant on whose territory the training is conducted.

Host Nation Support (HNS) is the civil and military assistance rendered by the HN to the MSAP TC.

MEB is the Multinational Executive Board as defined in the MSAP MOU.

MPC is Main Planning Conference

MSAP MOU is the Memorandum of Understanding concerning the Creation of a Multinational Special Aviation Programme, signed in Brussels on October 4, 2018.

MSAP TC is the Multinational Special Aviation Programme Training Centre.

NDPP is NATO Defence Planning Process.

POC is point of contact.

Sending Nations (SN) are the Participants taking part in the training on the territory of the Host Nation.

Senior National Representative (SNR) is a representative of each Participant that is ultimately responsible for all national forces taking part in the training organized by MSAP TC.

SME is Subject Matter Expert.

SOATU-RW is Special Operations Air Task Unit – Rotary Wing.

SOATU is Special Operations Air Task Unit.

Statement of Requirement (SOR) is a document, prepared by Participants national air force commander, detailing forces and equipment to be deployed and related facilities, supplies and services required. It also contains all limitations/shortfalls of HNS requested.

TA is Technical Agreement

Third Party is any person or entity which is not a Participant to this Agreement.

**SECTION 3**

**LEGAL CONSIDERATIONS**

1. This Agreement is not a treaty under International Public Law.
2. The Participants do not intend to cause a conflict between this Agreement and the relevant national or international law. Should such conflict nevertheless arise, the affected national or international law will prevail over this Agreement.
3. Status and jurisdiction over Participants forces will be governed by the NATO SOFA and supplemental agreements thereto.
4. Participants mutually acknowledge professional qualifications recognized by international regulations, and will ensure that their flight personnel hold appropriate flight, medical and security certificates during their training in MSAP TC.
5. Disciplinary matters will remain a national responsibility at all time.

**SECTION 4**

**TRAINING**

1. The purpose of Training is to develop Participants capabilities and mutual cooperation in Special Air Operations according to the national NDPP in order to establish SOATU-RW with Personnel Recovery (PR) capability to meet NATO Capability Target (A 3101 N) of SOATU which is capable of planning and conducting PR missions.
2. Training shall be developed, planned and conducted under existing NATO guidance and Bi-SCD 75-3 that provide a mutual understanding among all Participants.
3. Content of the Training is listed in the Training syllabus developed by MSAP TC and approved by MEB.
4. During the Training, Participants will be trained for planning and execution of multinational, multi-ship, dissimilar type aircraft missions by daytime based on a PR scenario, recovering both “trained” or “untrained” ISOPs, from downed aircraft.
5. Training of the participants will be run in conformity with conditions of this Agreement, in time periods defined in the Annual Programme of Work made by MSAP TC and approved by MEB.
6. Participants agree to follow HN flight regulations or national flight regulations, if they are more restrictive, while participating in the Training.
7. In the event of occurrence of extraordinary circumstances Participants will agree on cancellation of the Training.
8. All Training related documentation and data are provided in English language by the MSAP TC.
9. MSAP TC will issue a Certificate of completion in English language to participants that will successfully complete the Training.
10. MSAP TC will write a Final Exercise Report to MEB, not later than 30 days after the end of Training, about its results, evaluation and other important issues concerning the implementation of this Agreement.

**SECTION 5**

**COMMAND AND CONTROL (C2)**

1. MSAP TC executes C2 over participating forces in accordance with MSAP MOU, TA for Baseline Configuration Plus and with guidance of Bi-SCD 75-3. Participants agree to follow the established command and control structure to safely and efficiently conduct the training events.

*Command structure*

1. Participating units and individuals will remain under Full Command of their national authorities via their SNRs, retaining normal chain of command. No Transfer of Authority (ToA) procedures will be executed.
2. SNR of each Participant is ultimately responsible for all national forces while deployed to the Training. The SNRs will ensure that tasking assigned to the unit does not violate any national regulations, directives and guidance.

*Control structure*

1. EXDIR will exercise operational control (OPCON) over the Participants. This gives the EXDIR the authority to direct the Participants so that the training objectives will be accomplished in a safe and professional manner as specified in the Training syllabus.

*C2 terms*

1. In accordance with MSAP MOU Section 5 and with guidance of Bi-SCD 75-3, following functions are implemented, on top of existing MSAP TC positions, and defined as:
2. Officer Conducting Exercise (OCE): MSAP TC Director takes the position of Officer Conducting Exercise (OCE) who is the senior officer responsible for planning, executing and reporting of the Training result to the MEB.
3. Officer Directing (OD): OD is designated by OCE. The OD supports the OCE for the detailed planning and overall execution of the Training by creating the conditions which allow the achievement of the Training aim and objectives.
4. Exercise Director (EXDIR): EXDIR is designated by OCE and responsible for the overall direction and control of the EXCON organization during Training execution.
5. Exercise Control (EXCON): EXCON consists of all of the participants during MSAP TC flight training, who are not in the TRAINING AUDIENCE and thus who are under the direct control of the Exercise Director (EXDIR). The EXCON includes: the EXDIR support staff; the planning OPS staff, and the current OPS staff. The EXCON structure should be adjusted according to specific Training requirements.
6. Officer with Primary Responsibility (OPR): Director of MSAP TC designates Officer of Primary Responsibility (OPR) that is leader of Core Planning Team (CPT) responsible for successful planning, preparation, execution and analysis of the Training.
7. Core Planning Team (CPT): The CPT is established by the OCE to carry out the detailed planning, coordination and preparation of the Training according to the EXSPEC. The CPT comprises of representatives from the Participants PR instructors and SMEs.
8. Flight Operations Officer (FOO): FOO is responsible for overseeing all flight and ground operations while considering all factors affecting aircraft maneuverability and safety. FOO maintains communication with all participants involved in the daily training, and ready to report to MSAP TC FSO any safety issues. FOO is in charge for providing framework for pre-flight briefing and debriefings with all relevant information needed for the aircrews, and acts based on EXDIR directions.
9. Augmented positions are additional positions in EXCON during Training execution. They are adjusted according to specific Training requirements and filled by Participants and/or Third Party.
10. Augmented positions:
11. SOALI/Ground Liaison Officer (GLO): Ground liaison officer is organized into planning OPS to provide necessary information to flight-scheduling team IOT prepare flight-preparation and pre-flight briefing products according to mission-set. GLO can be commissioned/non-commissioned officer, and being normally delegated by the commander of supporting ground element.
12. Maintenance-liaison officer (Mx): Mx-liaison officer is organized to provide necessary information to PLANNING OPS to prepare flight-schedule according to mission-set. Mx-liaison can be commissioned/non-commissioned officer, and being normally delegated by the commander of national Mx-element. Mx-liaison can be a dual-hatted position as long as all necessary information is provided to PLANNING OPS.
13. Flight Operation Officer Assistant (FOOA): The FOOA supports FOO in the daily activities and acts based on EXDIR directions.
14. Training Team (TT): The TT is comprised of SMEs who provide staff level mentoring to the Training audience in functional areas (examples: planning, logistics, communications, force protection, intelligence and so forth). The TT usually acts in two roles simultaneously: as Observers, who report the achievement of Main Training Objectives, note the performance and operational practices of the Training audience, and as Trainers who coach the Training audience in the execution of their staff duties according to the Training Objectives and associated standards. Hence they are commonly known as Observer/Trainers (O/T). The TT also includes Analysts that collect O/Ts’ observations and facilitate EXDIR assessment of Training audience performance and works closely with the SM to advise EXDIR on the performance of the Training audience.
15. During the Training, daily duty time will not exceed 12 hours, and Training will be organized by daytime only.

*Command and Control Structure*

1. Command and Control structure is displayed in the Annex A of this Agreement.

**SECTION 6**

**RESPONSIBILITIES**

* 1. Responsibilities of MSAP TC are:
1. to take all necessary measures for successful execution of the training;
2. to summarize and request necessary Host Nation Support taking into account national requirements and availability, in accordance with MSAP MOU, existing Technical Agreement concerning the support provided to MSAP TC, this Agreement and the SORs,
3. to serve as a Point of Contact between SNs and HN;
4. to coordinate necessary arrangements with all sources of support, military and civil, including commercial Third Party sources, if needed;
5. to provide all information, instructions and national restrictions to SNs personnel necessary for the implementation of this Agreement;
6. to provide Training related documentation and data needed for the Training.
7. Responsibilities of the HN are:
8. to provide Host Nation Support - in accordance with this Agreement, MSAP MOU and the existing Technical Agreement concerning the support provided to MSAP TC;
9. to provide the requested support taking into account the national law of the HN, operational requirements, existing priorities, and available resources. If the requested support cannot be provided, the SNs will be informed immediately and it will be stated in the SOR.
10. to make necessary arrangements with all sources of support, military and civil, including commercial Third Party sources, if requested by MSAP TC;
11. HN will provide SNs, at a charge:
12. the same standard of accommodation as for their personnel:
	* Accommodation in secure military facility;
	* One-bed or two-bed room accommodation, depending on availability;
	* Laundry in the accommodation facility;
	* Bed sheets as per applicable standard of the HN.
13. three meals per day (breakfast, lunch, dinner).
14. refuelling services of their aircraft, as specified in the SOR and in accordance with STANAG 3113.
15. HN will provide SNs, free of charge:
16. Communications and information systems with internet connection for the Training purposes;
17. Transportation within HNs state territory for the Training purposes;
18. Air Traffic Control services, landing services, parking spaces and aircraft hangars in the military base serving as the home base location and in other locations where the Training is conducted;
19. Storing and transportation of SNs ammunition and/or firearms, if required;
20. Sport and recreational facilities within the military base where the training is conducted;
21. Responsibilities of SNs are:
22. to provide transportation of its personnel from home base to the training venue, and back.
23. to state their requirements to the HN through the SOR. SOR lists should be sent to MSAP TC, between IPC and MPC;
24. to ensure that order and discipline is maintained within their forces during the training;
25. to communicate with the HN and MSAP TC, especially regarding personnel information and national requirements of support;
26. to follow HNs health, safety, environmental and agricultural regulations and procedures, as well as any regulations concerning storage, movement, or disposal of hazardous materials (not only but also Petroleum, Oil, Lubricants (POL)).
27. to ensure the airworthiness of its aircraft.
28. Participants will provide MSAP TC with the following information for their personnel and Training assets not later than two weeks prior to the arrival to the training:
	1. Rank (if applicable), first name, last name;
	2. Date and place of birth;
	3. Copy of the valid passport or EU ID with clearly visible number, place of issuance and validity;
	4. Copies of the valid pilot licences and relevant flying qualifications.
	5. Certificates of the participant’s general health condition and valid certificates issued by physician in English language of the capability for flying;
	6. List of training assets – aircraft used during training, with planned arrival times and routes.
	7. List of firearms that will be used during training. The list of firearms includes weaponry mounted on aircraft and helicopters (both detachable and inseparable), and personal firearms.
29. Participants will provide a letter of conformation to MSAP TC, not later than 15 days prior to the start of Training, to ensure that their personnel keep all flight currencies according to the prerequisites stipulated in Annex B.
30. Participants will appoint their Senior National Representative (SNR) who is ultimately responsible for all national forces during the training. He communicates and coordinates the training with the EXDIR, acts as a liaison officer in disciplinary matters and other administrative issues and ensures that tasks assigned to his unit don't violate any national guidance, procedures or directives.

**SECTION 7**

**SECURITY**

1. HN will provide safety and security briefing during in-processing.
2. MSAP TC will coordinate the issuance of appropriate passes to the SN Training personnel for purposes of entering and exiting out of HN facilities. Passes will not represent means of personal identification for which purposes training personnel will carry national identification cards at all times.
3. Certificates or clearances issued by the HN related to the training and stay in the HNs state territory will not grant training personnel diplomatic or other special privileges or exempt training personnel from payment of taxes, customs duties or similar personal expenses in the HNs state territory.
4. MSAP TC will accept visiting parties of the training personnel related to the training (e.g. observers, VIP visits, Flight Instructors, Admin Officers, Standardization Officers, Lessons Learned Officers, Aviation and Airworthiness Officers). These visits will be announced not later than two weeks prior to the visit.
5. All travels of the training personnel outside of the training area have to be coordinated with the SNRs and reported to the EXDIR not later than one day prior to the travel or as soon as practical in case of a sudden need.
6. During the Training, training personnel will wear its national uniform and military insignia. In their free time Training personnel are allowed to wear appropriate civilian clothing in military facilities according to the HNs regulations.

**SECTION 8**

**USE OF FIREARMS**

1. Participants are allowed to transport, carry and use firearms during their stay in the HN territory only in conformity with the conditions of this Agreement.
2. Firearms, for the purpose of this Agreement are:
3. aircraft and helicopter weaponry (both detachable and inseparable),
4. personal firearms.
5. Participants are only allowed to carry firearms during:
6. the transport between their home base and HN military facility,
7. the transport between HN military facilities and the training range,
8. planned training activities on the HN training ranges.
9. For purpose of Training Participants will use blank or live ammo, depending on Training syllabus and scenario.
10. Blank ammo will be used on military ground, and live ammo will be used only on training range dedicated for live ammo usage.
11. Participants are not allowed to carry firearms during their stay in HNs military or civilian facilities.
12. When firearms are not used in Training activities, and are not in transport, all firearms and ammunition must be securely stored in a space either provided or approved by the HN.

**SECTION 9**

**MEDICAL SUPPORT**

* 1. The HN will provide ROLE 1 level of medical care to the SNs personnel during their stay in the HNs state territory based on the relevant NATO regulations.
	2. It is the responsibility of SNs to provide their personnel with health insurance within the HNs state territory, as follows:
1. To obtain medical treatment under the provisions of the European regulation. It is recommended to present the European health insurance card (EHIC), Provisional certificate replacing the EHIC or have arranged commercial medical insurance. If none of the above-mentioned documents is presented, the medical authority may ask the patient for cash payment.
2. For obtaining standard dental care the same rules are applied as for medical treatment as stated hereinbefore (EHIC card etc.).
3. In urgent cases patients with the EHIC may go directly to the hospital. If the EHIC isn´t presented, the medical authority may ask the patient for cash payment. In non urgent cases the doctor practitioner may refer a patient to the hospital.
4. Transport to the hospital is covered by the insurance system and is provided free of charge to the patient. The cost is paid by the patient’s insurance company after the medical care provision. In case of urgent medical transport or in case of treatment by doctor of emergency service, it is also necessary to present an EHIC card or Provisional certificate. If none of the above-mentioned documents is presented, the medical authority may ask the patient for cash payment.
5. Reimbursement to the patient for medicines by the patient´s insurance company or comparable is done accordingly to national regulations.
	1. In the case of death, upon coordination with the HN, SN will, in accordance with their own national regulations, arrange a transport of the body from the HNs territory.

**SECTION 10**

**FINANCIAL MATTERS**

* + 1. Each Participant will bear its own costs resulting from the activities and engagement of its personnel in the Training.
		2. Participants are responsible for transport and return travel expenses of their personnel from their home countries to the HN.
	1. Participants are responsible for salaries, allowances, insurances and all other financial support, which their training personnel are entitled to in accordance with their national laws and regulations.

**SECTION 11**

**PROTECTION OF INFORMATION**

* + 1. As a general rule, training will be classified as UNCLASSIFIED and during the training there will be no exchange of classified information.
1. In case that some information exchanged during the training may be considered as classified, it will be transmitted, stored, handled and safeguarded in accordance with Participants national security laws and regulations, to the extent that they provide a degree of protection no less stringent than provided for NATO classified information as detailed in the document Security Within the North Atlantic Treaty Organization’ C-M (2002) 49 Security dated 17 June 2002, including all supplements and amendments thereto as applicable.
	* 1. All classified information subject to the provisions of this paragraph continues to be protected in the event of withdrawal by any Participant or upon termination of this Agreement.

**SECTION 12**

**CLAIMS AND LIABILITIES**

1. Claims and liabilities arising out of, or in connection with, the execution of this TA are to be dealt with in accordance with the relevant provisions of the NATO and/or the PfP SOFA.
2. Claims not covered by the NATO SOFA and/or the PfP SOFA are to be dealt with by the Third Parties involved and are to be settled on a case-by-case basis in accordance with other applicable agreements and/or applicable national and international law.

**SECTION 13**

**AIRCRAFT ACCIDENTS / INCIDENTS**

1. Any accident or incident involving aircraft are dealt in accordance with the principles of STANAG 3531 (SAFETY INVESTIGATION AND REPORTING OF ACCIDENTS/INCIDENTS INVOLVING MILITARY AIRCRAFT, MISSILES, AND/OR UASs) and STANAG 3318 (AEROMEDICAL ASPECTS OF AIRCRAFT ACCIDENT AND INCIDENT INVESTIGATION) and/or other applicable multi- or bilateral agreements or arrangements.
2. Investigation of a major accident according to HN legislation involving SN assets is primary responsibility of the HN authority (Safety Investigation Board). Insofar as permitted under national legislation, in case of accidents or major incidents in the territory of the HN involving an aircraft and/or personnel of a SN, military experts of that SN is to be allowed to attend the investigation team established by the HN as observers, advisers or experts. The SN authorities may conduct further investigations, in cooperation with the Safety Investigation Authority, as it may be required by their national laws or regulations. During the Training Safety Incidents will be reported to the SNs and further actions will be based on their national legislation and rules.

**SECTION 14**

**SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or implementation of this Agreement, as well as all open issues arisen in conduct of the training under this Agreement, will be settled by consultations between the Participants.

**SECTION 15**

**POINTS OF CONTACT**

Points of contact responsible for coordination and implementation of this Agreement:

1. For the MSAP TC: Director, OF-5 Tomislav Pušnik, tel. 00385 (0) 233 57 290, 00385 (0) 233 23 000 Mobile: 00385 (0) 99 371 8570, e-mail: tomislav.pusnik@msaptc.org
2. For Republic of Bulgaria:
3. For Republic of Croatia:
4. For Hungary:
5. For Republic of Slovenia:

**SECTION 16**

**FINAL PROVISIONS**

1. This Agreement will enter into effect on the date of the last signature and has been concluded for the same period as the period of the expiry of the MSAP MOU duration.
2. This Agreement may be amended at any time in writing my mutual consent of the Participants. Amendments enter in to effect in accordance with paragraph 1 of this Section.
3. This Agreement may be terminated at any time by mutual consent of the Participants.
4. In the event that this Agreement is terminated, the provisions of this Agreement will continue to be applied until any outstanding matters have been resolved.
5. Annexes A and B are an integral part of this Agreement.
6. Authorized by point 5.1. of MSAP MOU, MEB members sign this document.
7. This Agreement is signed in Zemunik Donji on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in one original in the English language which will be deposited in MSAP TC that will issue certified copies for all Participants.

ANNEX A: C2 STRUCTURE



ANNEX B: PREREQUISITES FOR TRAINING

|  |  |  |
| --- | --- | --- |
|  | Mandatory | Recommended |
| **Pilot Qualifications** | Captain/PIC |
| VFR Current | x |  |
| IFR, SVFR Current | x |  |
| Multi-ship OPS Current (by ATP-49G) | x |  |
| Mountain training | x |  |
| Low level (by ATP-49G) navigation training | x |  |
| FRIES qualification | x |  |
| Medical Current | x |  |
| MSAP SOAPC | x |  |
| CRM Course | x |  |
| **Non-rated Crew Member (NRCM) Qualifications** |  |  |
| FRIES qualification | x |  |
| Medical Current | x |  |
| MSAP SOAPC | x |  |
| CRM Course | x |  |
| **General for All Airmen** |  |  |
| English Proficient – STANAG 2222 | x |  |
| Physically Fit | x |  |
| Water Survival (Required if PN is applied for flying over the sea) | PN |  |
|  |