**TECHNICAL ARRANGEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENCE**

**OF THE REPUBLIC OF SLOVENIA**

**AND**

**THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA**

**REGARDING MILITARY TRAINING ADRIATIC AIRWEEK 2022 (AAW2022)**

**IN THE TERRITORY OF THE**

**REPUBLIC OF CROATIA**

The Ministry of Defence of the Republic of Slovenia and

The Ministry of Defence of the Republic of Croatia

hereinafter referred to as "the Participants",

**WITH THE AIM TO** strengthen the cooperation and contribute to the improvement of the interoperability of the Armed Forces of the Participants;

**HAVING REGARD TO** the provisions of the Agreement between the Government of the Republic of Slovenia and the Government of the Republic of Croatia on defence co-operation, signed on 14 March 2003 in Ljubljana;

**HAVING REGARD** to the provisions of the the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Fores (NATO SOFA), dated 19 June 1951;

have reached the following understandings:

**Section 1**

**Definitions of Terms**

For the purposes of this Technical Arrangement (TA), the terms have the following meaning:

1. Receiving Participant (RP) is the Ministry of Defence of the Republic of Croatia.
2. Sending Participant (SP) is the Ministry of Defence of the Republic of Slovenia.
3. Host Nation (HN) is the the Republic of Croatia.
4. Sending Nation (SN) is the Republic of Slovenia.
5. "AAW2022" means military military training.
6. SN personnel means the personnel belonging to the land, sea or air armed services or civilian personnel of the SN when in the territory of the HN in connexion with the execution of the AAW2022.
7. STANAG 2034 means NATO Standardization Agreement – NATO Standard Procedures for Mutual Logistic Assistance.
8. STANAG 2455(2) means NATO Standardization Agreement – Procedures for Movements Across National Frontier (AMovP-2(A)).

**Section 2**

**Purpose and scope**

1. The purpose of this TA is to define mutual relations, rights, and obligations of the Participants with regard to the execution of the AAW2022.

2. The AAW2022 will be conducted from 16.10.2022 to 28.10.2022, in Airport Zemunik, Zadar, Croatia, the Republic of Croatia. There will be maximum of 16 SN personnel, and maximum of 100 HN personnel participating in the AAW2022.

3. Planning and execution of the AAW2022 will be detailed in Exercise Plan or other relevant operational document and agreed upon between the Participants in accordance with the provisions of this TA.

**Section 3**

**Authorization to Wear the Military Uniform and carry Arms**

SN personnel may wear their national military uniform and carry arms in the territory of the the Republic of Croatia, during the AAW2022 in accordance with Article V and VI of the NATO SOFA.

**Section 4**

**Logistic Support**

SP will request logistic support in accordance with the procedures established within STANAG 2034. In accordance with STANAG 2034, SP will provide detailed specifics of the requirements in the Statement of Requirements (SOR). RP will respond to the SOR detailing it with method of reimbursement of HNS expenses(reimbursable, free of charge) and estimated costs where applicable and other specific procedures in relation to HNS.

**Section 5**

**Financial Provisions**

1. Unless rendered free of charge the RP will determine reimbursement for provided logistic support to the SP depending upon the consumption. Amount stated in the invoice will be calculated on an actual cost basis and will not be charged at a higher rate as the conditions for the RP.

2. The RP will keep the billing documents and the supporting documents in accordance with HN regulations.

3. Invoices will be made using the NATO Standard Form (Annex A to STANAG 2034 – invoice). The expenses will be calculated in the currency of the HN by using current prices of procurement and, in the event of delivering goods from stock, by using accounting costs.

4. RP will submit invoices to SP within thirty (30) calendar days following the date of the completion of the AAW2022.

5. The SP will pay the invoice within thirty (30) calendar days after receipt. If the invoice will not be paid within thirty (30) calendar days after receipt, the RP will send SP another request for payment. Late payment will attract legal interest if the invoice will not be paid within sixty (60) calendar days following the receipt of the invoice.

6. Invoices will be sent to SP as follows:

| **Name** | **Address** | **Remark** |
| --- | --- | --- |
| Republic of Slovenia  Republika Slovenija Ministrstvo za obrambo | Vojkova cesta 55, 1000 Ljubljana | The invoice can be send via e-mail to the following address : [glavna.pisarna@mors.si](mailto:glavna.pisarna@mors.si) |
| …. | … | … |

**Section6**

**Entry and exit procedure and transport**

1. Transport of the SN personnel from Cerklje Airbase to Airport Zemunik and back will be provided by the SP on its own expenses. In order to facilitate the movement of the SN personnel, the RP will provide escort of the SN personnel by the Military Police across HN territory.

2. The following documentation is to be used for crossing the border and movement through the HN territory:

1. For the purpose of exempting SP vehicles from road toll, the SP will, not later than 7 days prior road movement, submit the movement order or other appropriate document to the RP, which will contain at least the following information: vehicles’ plate numbers and dates of using the toll motorways and expressways.
2. The SP will submit FORM 302, as outlined in STANAG 2455(2) to the HN as follows:
   1. not later than 10 working days prior the road movement,
   2. not later than 20 working days prior the road movement exceeding national specified weights and/or dimensions,
   3. not later than 20 working days prior transportation of dangerous goods (in addition "Dangerous Goods Form" is required).
3. NATO Travel Order, used for individual or collective movement of the SN personnel, is to be presented upon the request of the HN authorities.

**Section 7**

**Medical and Dental Care**

1. The SP has a responsibility to ensure that the SN personnel are medically and dentally fit prior to their arrival to the territory of the HN.

2. All SN personnel deployed to the territory of the HN on the basis of this TA will possess appropriate health insurance prior to their arrival to the territory of the HN for reasons of payment of possible medical treatment costs.

3. Medical and dental care will be provided under the same conditions as for HN Armed Forces members in accordance with Article IX of NATO SOFA.

4. Emergency medical treatment and consultations provided by the military medical services and evacuation by military transport to the nearest medical facility, where available, will be free of charge.

5. The SN personnel will bring sufficient medicinal products for personal use for the duration of the training event.

**Section 8**

**Specific covid-19 measures**

RP informs the SP upon the COVID-19 mitigation measures in timely manner. All SN personnel will comply with the COVID -19 mitigation measures of the HN.

**Section 9**

**Death and Transport of Remains**

1. In case of death of the SN personnel on the territory of the HN, the death will be immediately reported to the relevant authority of the HN.

2. The death will be certified by an authorized doctor of the HN.

3. If the appropriate authority of the HN requires that an autopsy is carried out on the deceased, this will be done by authorized doctor of the HN. A doctor appointed by the authorities of the SN may also attend the autopsy, which will take place at a time and location stipulated by the appropriate authority of the HN.

4. In case of death of a SN personnel on the territory of the HN, the SN will cover all costs related to the transport of remains and personal belongings of the deceased to the territory of the SN.

5. Medical proceedings, the autopsy and transport of the remains will be conducted in accordance with the HN regulations.

6. The RP will provide the SP the necessary cooperation for the purposes of implementing this Section.

**Section 10**

**Force Protection**

1. Force Protection will be implemented in accordance with established NATO policy and procedures and in a manner consistent with the NATO SOFA. Under no circumstances will the force protection required or provided be contrary to the NATO SOFA or HN regulation.

2. The SP is responsible for identifying and providing its Force Protection requirements and limitations to the RP.

3. The RP will inform the SP of its proposed Force Protection measures, limitations and restrictions.

**Section 11**

**Environmental protection, fire protection, protection of naturae and cultural heritage protection,**

**safety and health provisions at work**

1. The RP will ensure that, when on the territory of the HN:

- all SN personnel are instructed on the regulations and rules regarding the safety, fire protection, environmental protection measures, the conservation of nature and water protection,

- all SN personnel are instructed on the emergency procedures of all military installations/facilities where AAW2022 will be conducted,

- all SN personnel are instructed on the rules and measures of protecting the nature and cultural heritage.

2. If the AAW2022 will be held in/on areas of natural values, the RP will define permissible acts in/on those areas in accordance with the natural protection legislation, in Exercise Plan or other relevant operational document as set out in Section 2 of this TA.

3. SP will ensure that all the regulations and rules as set out in first and second paragraph of this Section will be followed and implemented.

4. All measures will be taken in order to prevent damage to and contamination of the environment, the infrastructure, natural values and cultural heritage by respecting the safety regulations, fire protection rules and measures, environmental, nature andcultural heritage protection rules of the HN. The HN will provide the SN personnel with the necessary information on applicable laws and regulations.

**Section 12**

**Exchange of Information**

Any national classified Information provided or generated under this TA will be used, stored, handled, transmitted, and safeguarded in accordance with applicable international security agreements or arrangements between the Participants and with the Participants’ respective national security laws and regulations. Any NATO Classified information will be treated in accordance with C-M(2002)49 "Security within the North Atlantic Treaty Organisation", dated 17 June 2002, in the respective authorised edition, including all supplements and revisions thereto, the TA Participants’ national laws and regulations, and existing security agreements and arrangements. Non-classified NATO information is to be dealt with in accordance with C-M(2002)60 "Handling of Non-Classified NATO Information", dated 24 July 2002, in the respective authorised edition, including all supplements and revisions thereto.

**Section 13**

**Investigation Procedures in Case of Accidents**

1. Investigation of an accident involving the SN personnel is the responsibility of the RP; the authorities of the SP will be entitled to have an observer present at all stages of the inquiry.

2. The authorities of the SN may propose such further investigations as may be required by the laws or regulations of their state.

3. The authorities of the HN will promptly inform and send report of the accident to the authorities of the SN without delay.

**Section 14**

**Legal Aspects**

1. The legal status of SN personnel will be governed by the NATO SOFA.

2. The SN personnel will respect national laws and regulations of the Republic of Slovenia.

3. The Participants do not intend to create any rights and obligations under national or international law by this TA.

4. This TA is not intended to conflict with the national laws and regulations of the states of the Participants or any international agreement by which the states of the Participants are bound that may apply.

**Section 15**

**Liability for Damages**

1. Investigations and compensations for damages that arise during the conduct of the AAW2022 will be dealt with in accordance with Article VIII of NATO SOFA.

2. All vehicles and equipment of the SP, including air, sea and land equipment, will be adequately insured by the SN against all claims, disputes and liabilities pursuant to national law of HN.

**Section 16**

**Settlement of Disputes**

Any dispute concerning the interpretation or execution of this TA will be resolved solely by a negotiation between the Participants. No dispute related to the execution of this TA will be submitted to any national court, international court or a third party for a settlement.

**Section 17**

**Final Provisions**

1. This TA comes into effect upon the date of the last signature.

2. This TA will remain in effect until the AAW2022 is ended and SN personnel have departed from the territory of the HN. However, for financial purposes only, this TA will remain in effect until the payment for goods and services provided by the HN to the RP have been completed under the provisions of this TA.

3. This TA may be amended at any time, by written mutual consent of the Participants.

4. Each Participant may terminate this TA upon 30 days written notification.

5. In the event that this TA is terminated:

* the provisions of Section 4 (Logistic Support), 5 (Financial Provisions), and 15 (Liability for Damages), will remain in effect until all outstanding payments, claims and disputes are finally settled; and
* the provisions of Section 12 (Exchange of Information) will remain in effect until all such information and material is either destroyed or returned to the originating Participant.

Signed in the English language in 2 (two) original copies.

On behalf of the Ministry of Defence

of the Republic Slovenia

Colonel, Janez, Gaube

In……………………on………………..

On behalf of the Ministry of Defence

of the Republic of Croatia

RANK, NAME, SURNAME

In……………………on………………..