

TECHNICAL ARRANGEMENT
BETWEEN
THE FEDERAL MINISTER OF DEFENCE OF THE REPUBLIC OF AUSTRIA
AND
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA
CONCERNING
THE EXECUTION OF MILITARY TRAININGS, COURSES AND EXERCISES
IN THE TERRITORY OF THE REPUBLIC OF AUSTRIA AND IN THE TERRITORY
OF THE REPUBLIC OF SLOVENIA

The Federal Minister of Defence of the Republic of Austria and the Ministry of Defence of the Republic of Slovenia,

Hereinafter referred to as "the Participants",

Considering the Framework Agreement on Cooperation between the Ministry of Defence of the Republic of Slovenia and the Federal Ministry of Defence of Republic of Austria of 25 March 1993;

Considering the provisions of the Agreement between Government of the Republic of Slovenia and the Austrian Federal Government on the Exchange and Mutual Protection of Classified Information, of 12 November 2008;

HAVING REGARD TO 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 (PfP SOFA), including the Additional Protocol to this Agreement done in Brussels on 19 June 1995,

RECOGNIZING that the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), of 19 June 1951, apply *mutatis mutandis* in accordance with Article 1 of the PfP SOFA;

Have reached the following understanding:

SECTION 1 TERMS AND DEFINITIONS

For the scope of this Technical Arrangement (TA), the following definitions apply:

- Sending Nation (SN): the State of the Participant or respectively the Participant that deploys its forces in the territory of the State of another Participant for conducting the Training, Course and Exercise under this TA.
- Host Nation (HN): the State of the Participant or respectively the Participant that receives and temporarily hosts the forces of the State of another Participant in its territory during the Training, Course and Exercise under this TA.
- Training, Course and Exercise: practical or theoretical Training, Course or Exercise, provided by the Austrian Armed Forces to the Slovenian Armed Forces, conducted in the Republic of Austria or provided by the Slovenian Armed Forces to the Austrian Armed Forces, conducted in the Republic of Slovenia.

SECTION 2 PURPOSE AND SCOPE

(1) The purpose of this TA is to establish the principles regarding the implementation of mutually agreed Training, Course and Exercise, on a reciprocal basis when possible.

(2) The aim of this TA is to establish the modalities for administrative, legal, financial, logistic, and health support offered by HN to the SN during the Training, Course and Exercise.

(3) The Participants may mutually agree upon other Annexes to this TA to further specify, if needed, jointly determined procedures intended to be mutually beneficial for planning and execution of a certain Training, Course and Exercise activity.

SECTION 3 PLANNING

- (1) The HN will notify the SN about the planned Training, Course and Exercise, which could possibly take place as soon as possible, before each Training, Course and Exercise.
- (2) The HN will provide the SN with necessary information about the Training, Course and Exercise in advance in a timely manner, especially the aim of the Training, Course and Exercise, requirements regarding the personnel, logistic support and cost.

SECTION 4 LEGAL ASPECTS

- (1) While in the territory of the HN, the legal status of SN personnel will be governed by NATO SOFA.
- (2) The SN personnel will respect national laws and regulations of the HN.
- (3) The Participants do not intend to create any additional 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 applicable international agreement binding upon the states of the Participants. Should such a conflict arise, the Participants will notify each other, and national law or international agreements will prevail.
- (5) Criminal jurisdiction and disciplinary matters will be dealt with in accordance with NATO SOFA.

SECTION 5 MOVEMENT AND TRANSPORTATION

- (1) Border crossings and customs procedures will be governed by NATO SOFA, applicable bilateral or multilateral arrangements and/or implemented standardization agreements (STANAGs).
- (2) The SN will be responsible for transportation of their personnel, equipment and materiel to the location, where the Training, Course and Exercise will be held, during the deployment and redeployment.
- (3) The HN will provide, if available escort of the SN personnel by the Military or Civil Police from the crossing point on the border to the place where the Training, Course and Exercise will take place, and back in order to facilitate the movement of the SN personnel, equipment and materiel.

SECTION 6 CLAIMS AND LIABILITIES

- (1) Liabilities and claims will be dealt with in accordance with NATO SOFA if applicable. If NATO SOFA is not applicable, those cases will be dealt with in accordance with applicable international law and national law.
- (2) All vehicles and equipment of the SN, including both air and land equipment, will be adequately insured against all claims, disputes and liabilities pursuant to national law of HN.
- (3) Any damage that is caused by the SN personnel to property made available to them by the HN, should be included in a detailed report, which will be communicated to the HN.

SECTION 7 LOGISTIC SUPPORT

(1) Logistic support will be outlined in Annex A to this TA.

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

SECTION 8 MEDICAL AND DENTAL CARE

(1) The SN 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) 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, Course and Exercise.

(6) Strategic medical evacuation is SN responsibility.

SECTION 9 SPECIFIC MEDICAL AND VETERINARY MEASURES

HN informs the SN upon the specific medical and veterinary measures in a timely manner. All SN personnel will comply with the HN COVID-19 mitigation measures and mitigation measures for other infectious diseases.

SECTION 10 DEATH AND TRANSPORT OF REMAINS

(1) In case of death of a member of 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 member of 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 HN will provide the SN the necessary cooperation for the purposes of implementing this Section.

SECTION 11 SECURITY AND CLASSIFIED INFORMATION

(1) The security of personnel and material deployed by SN inside facilities made available in the HN is the responsibility of the HN.

(2) Any classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this TA will be treated in accordance with the Agreement between the Government of the Republic of Slovenia and the Austrian Federal Government on the Exchange and Mutual Protection of classified information of 12 November 2008, and any other applicable international agreements concluded between the respective Participants.

SECTION 12 FINANCIAL PROVISIONS

(1) Unless rendered free of charge the HN will determine reimbursement for provided logistic support to the SN depending upon the consumption. The amount stated in the invoice will be calculated on an actual cost basis and will be charged according to the same conditions as for the HN.

(2) The HN will keep the billing documents and the supporting documents in accordance with national law and regulations.

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

(4) HN will submit invoices for the support provided to the SN within sixty (60) calendar days following the date of the completion of the Training, Course and Exercise.

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

(6) Price for Training, Course and Exercise will be determined by the HN and issued at least 1 month before the start of the Training, Course and Exercise. The cost will be reimbursed by the SN to the HN.

(7) Invoices will be delivered to the addresses as follows:

Name	Address	Remark
Republika Slovenija Ministrstvo za obrambo	Vojkova cesta 55, 1000 Ljubljana	The invoice can be sent via e-mail to the following address: glavna.pisarna@mors.si
Bundesministerium für Landesverteidigung der Republik Österreich	Rossauer Laende 1, 1090 Vienna	...

(8) Each Participant may adapt its address by written notice to the other Participant, which will not constitute a change of this TA.

SECTION 13 ENVIRONMENTAL PROTECTION, FIRE PROTECTION, PROTECTION OF NATURE AND CULTURAL HERITAGE PROTECTION, SAFETY AND HEALTH AT WORK

(1) The HN will ensure that, when on the territory of the HN:

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

- All SN personnel are instructed on the emergency procedures of all military installations/facilities where Training, Course and Exercise will be conducted,

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

(2) If the Training, Course and Exercise will be held in/on nature protection and conservation areas (NATURA 2000, valuable natural features, ecologically important areas), the HN will define permissible acts in/on those areas in accordance with the nature protection legislation.

(3) If the Training, Course and Exercise will be held in/on cultural heritage facilities or areas, the HN will define permissible acts in/on those facilities or areas in accordance with cultural heritage protection legislation.

(4) The SN will ensure that all the regulations and rules as set out in paragraphs 1, 2 and 3 of this Section will be followed and implemented and that all measures are taken to prevent pollution of the environment or damage to infrastructure, natural values, cultural heritage, or military and private property.

(5) All measures will be taken in order to prevent damage to and contamination of the environment, the infrastructure, nature and cultural heritage protection and conservation areas by respecting the applicable safety regulations, fire protection rules and measures, and environmental, nature and cultural heritage protection rules of the HN. The HN will provide the SN personnel with the necessary information on applicable laws and regulations. Any damage caused by the SN personnel in the HN will be restored by the SN in accordance with HN legislation.

SECTION 14 SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation or execution of this TA will be resolved solely by negotiations 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 15 FINAL PROVISIONS

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

(2) This TA may be amended at any time by the mutual written consent of the Participants.

(3) Each Participant may terminate this TA upon 30 days written notification.

(4) In the event that this TA is terminated:

- the provisions of Section 6 (Claims and Liabilities), Section 7 (Logistic Support), and Section 12 (Financial Provisions), will remain applicable until all outstanding payments, claims and disputes are finally settled;

- the provisions of Section 11 (Security and Classified Information) will remain applicable until all such information and material is either destroyed or returned to the originating Participant.

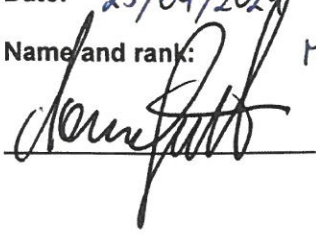
(5) In case the Participants wish to conduct certain Training, Course and Exercise in a different manner as described in this TA, they can do so only by concluding a separate arrangement, covering that certain Training, Course and Exercise.

Signed in the English language in 2 (two) originals.

On behalf of the Federal Minister of Defence of the Republic of Austria

Date: 25/04/2024

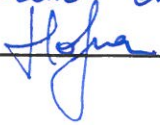
Name and rank: MARCO GRILL, HEAD OF THE INTERNATIONAL LAW SECTION

A handwritten signature in black ink, appearing to read 'Marco Grill', written over a horizontal line.

On behalf of the Ministry of Defence of the Republic of Slovenia

Date: 29.04.2024

Name and rank:

COLONEL GREGOR HAFNER, 72nd BDE Slovenian Armed Forces,

COMMANDER

ANNEX A LOGISTIC SUPPORT

1. The elements of logistic support that the HN will offer in accordance with the available capacities (while respecting the principle of reciprocity – free of charge) are as follows:

- a) Transport services of training personnel within its territory;
- b) Accommodation in military facilities;
- c) Use of shooting ranges and military ranges;
- d) Use of storage capacities;
- e) Use of sports and recreational facilities in barracks;
- f) MP (military police) escort service;
- g) Use of parking spaces;
- h) Liaison officer;
- i) Emergency health and dental care services.

2. The goods and services that the HN will offer on reimbursement basis are as follows:

- a) All services provided by the HN through contracted suppliers that will be charged (such as bottled water, chemical toilets, mobile showers, waste water removal etc.);
- b) Training, Course and Exercise for which the SN will reimburse cost to the HN in accordance with Paragraph 7 Section 12 of this TA;
- c) Catering services/meals.