

TECHNICAL ARRANGEMENT

BETWEEN

THE FEDERAL MINISTER OF DEFENCE AND SPORTS OF THE
REPUBLIC OF AUSTRIA

AND

THE MINISTRY OF DEFENCE OF THE
REPUBLIC OF SLOVENIA,

THE MINISTRY OF DEFENCE OF THE
REPUBLIC OF CROATIA,

THE FEDERAL MINISTER OF DEFENCE OF THE
FEDERAL REPUBLIC OF GERMANY,

AND

THE MINISTRY OF DEFENCE OF THE
ITALIAN REPUBLIC,

REGARDING
THE CONTRIBUTION OF
THE FEDERAL MINISTER OF DEFENCE AND SPORTS OF THE
REPUBLIC OF AUSTRIA
TO THE NATO MOUNTAIN WARFARE
CENTRE OF EXCELLENCE

The Federal Minister of Defence and Sports of the Republic of Austria

- hereinafter referred to as the "Contributing Partner"-

NOTING the establishment of the NATO Mountain Warfare Centre of Excellence (NATO MW COE), in Poljče, Republic of Slovenia;

CONSIDERING supporting the operation of the NATO MW COE by contributing to the mission of the NATO MW COE to give subject matter expertise in the field of Mountain Warfare;

CONSIDERING the Agreement between the Austrian Federal Government and NATO concerning the protection of information, signed on 20 December 1995;

and

the Ministry of Defence of the Republic of Slovenia,
the Ministry of Defence of the Republic of Croatia,
the Federal Ministry of Defence of the Federal Republic of Germany and
the Ministry of Defence of the Italian Republic,

- hereinafter referred to as the "NATO MW COE Participants"

CONFIRMING that a contribution by the Contributing Partner (CP) in support of the operation of the NATO MW COE would conform with the Memorandum of Understanding among The Ministry of Defence of the Republic of Slovenia, The Ministry of Defence of the Republic of Croatia, the Federal Ministry of Defence of the Federal Republic of Germany and The Ministry of Defence of the Italian Republic concerning the Establishment, Administration and Operation of The NATO Mountain Warfare Centre of Excellence, signed on 25 March 2015 (NATO MW COE Operational MOU) and relevant NATO policies and for that reason would be most welcome;

DESIRING to establish the arrangements to set out the terms and conditions for a mutually beneficial cooperation;

WILLING to share the products and services of the NATO MW COE created or enhanced by capitalising on this contribution and taking all relevant security arrangements and restrictions duly into account;

CONSIDERING the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces, dated 19 June 1995 (PfP SOFA), the Additional Protocol to the PfP SOFA, dated 19 June 1995, and the Further Additional Protocol to the PfP SOFA, dated 19 December 1997;

NOTING in this respect that neither the CP nor all NATO MW COE Participants are Parties to the Further Additional Protocol to the PfP SOFA;

have approved the following Technical Arrangement (hereinafter referred to as "TA") for their cooperation at the NATO MW COE:

I. SCOPE AND GENERAL UNDERSTANDING

1. Acknowledging the content of the NATO MW COE Operational MOU and of the Functional Relationship Memorandum of Understanding (NATO MW COE Functional MOU) signed by the NATO MW COE Participants and Headquarters Supreme Allied Commander Transformation (HQ SACT), on 25 March 2015, the Federal Minister of Defence and Sports of the Republic of Austria is prepared to become a CP to the NATO MW COE in accordance with the provisions of the NATO MW COE Operational MOU and offers, for that purpose, the contribution detailed in Section II.
2. The NATO MW COE Participants, recognising the value of the offered contribution for the establishment, administration and operation of the NATO MW COE, express their willingness to accept the Federal Minister of Defence and Sports of the Republic of Austria as CP and to share the products and services of the NATO MW COE created or enhanced by capitalising on this contribution, subject to the provisions of Section III.
3. The CP and the NATO MW COE Participants (each a "TA Partner" and collectively referred to as the "TA Partners") underline their understanding that the scope of this TA is limited to the cooperation with respect to the NATO MW COE.
4. The CP and the Ministry of Defence of the Republic of Slovenia may enter into bilateral arrangements concerning any issues arising out of, or affecting, the cooperation based upon this TA, which would be related to the location of the NATO MW COE. They will inform the other TA Partners of such bilateral arrangements, as appropriate.
5. If required, the TA Partners will mutually or individually endeavour to conclude arrangements with other governmental or non-governmental organisations, institutions or entities to enable or enhance the effectiveness and efficiency of their cooperation.

II. CONTRIBUTION

1. The CP will contribute to the mission of the NATO MW COE by providing one staff officer (hereinafter referred to as the "AUT SO") and funds, as detailed in Annex A to this TA. All arising costs related to the appointment of the AUT SO to the NATO MW COE will be borne by the CP, unless otherwise provided in this TA.
2. The NATO MW COE Participants confirm that, subject to the applicable NATO regulations and policies, the AUT SO will only be assigned to tasks for the benefit of the NATO MW COE.

III. SHARED PRODUCTS AND SERVICES

1. The CP's contribution will be used for the purpose of creating or enhancing the NATO MW COE's products and services in mountain warfare, given the particular expertise of the CP.
2. The NATO MW COE will share the products and services mentioned in the previous paragraph with the CP, in accordance with existent NATO security regulations, and treating all TA Partners equally. The AUT SO posted to the NATO MW COE, and the Federal Minister of Defence and Sports of the Republic of Austria, will only be given access to NATO information (NATO Unclassified up to NATO Secret) which has been classified as releasable to it. The TA Partners understand that the NATO MW COE will share the said products with all TA Partners upon completion and may also share any drafts thereof, as appropriate.

3. The CP may suggest, through the NATO MW COE Director, items for incorporation into the Programme of Work (POW) presented to the Steering Committee (SC) for approval.

4. For courses provided by or through the NATO MW COE individual course fees may be charged to the CP, as directed by the SC.

IV. SECURITY AND CONFIDENTIALITY

1. The CP acknowledges the security and confidentiality regulations and policies in place at the NATO MW COE. The CP ensures that its personnel observe these regulations and policies.

2. Classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this Arrangement 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 amendments thereto and existing security agreements and arrangements. Any other information will 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 amendments thereto and existing security agreements and arrangements.

3. For the CP, the above mentioned document versions in effect at the date of the signature of this TA apply. The NATO MW COE will inform the CP about any future supplements, amendments or revisions to these documents. In case of controversy about the application of such supplements, amendments or revisions, the CP and the NATO MW COE intend to solve the issue through consultations.

4. In the event of termination or withdrawal from this TA, the CP will take the necessary measures to ensure that the provisions relating to security, disclosure of information and confidentiality remain in effect.

V. APPLICABILITY, DURATION AND TERMINATION

1. This TA becomes effective upon the last signature.

2. Any TA Partner may withdraw from this TA by giving at least six month notice in writing to the other TA Partners.

3. If one or more NATO MW COE Participants withdraw from the NATO MW COE Operational MoU, the remaining NATO MW COE Participants will continue the cooperation with the CP. However, the remaining TA Partners may seek advice from the NATO MW COE Director concerning the need to alter this TA.

4. This TA may be altered at any time in writing by mutual consent.

VI. FINAL PROVISIONS

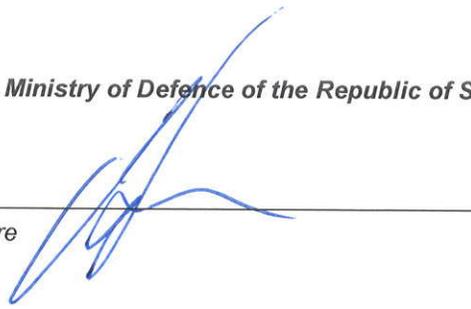
1. Any dispute regarding the interpretation or application of this TA will be resolved by consultations between the TA Partners involved, and will not be referred to any national or international tribunal or any other third party for settlement.
2. The TA Partners do not intend to create any rights or obligations under international law by virtue of this TA. They do not intend to cause a conflict between this TA and the relevant national laws or international law. Should such conflict nevertheless arise, the affected national or international law will prevail over this TA. The TA Partner whose national laws or obligations under international law are affected will notify the other TA Partners in writing.
3. Any new NATO MW COE Participant will be informed about this TA before the Note of Joining to the MW COE Operational MOU is signed. It is understood that by the virtue of the joining the new NATO MW COE Participant also joins this TA.

This TA is signed in one original in the English language. The original will be deposited with the Slovenian TA Partner which will provide certified copies to the other NATO MW COE Participants, HQ SACT and the CP.

THE FOREGOING REPRESENTS THE UNDERSTANDING REACHED BETWEEN THE TA PARTNERS.

For the Ministry of Defence of the Republic of Slovenia

Signature

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, written over a horizontal line.

COL Mojca PEŠEC

National Liaison Representative SVN to Supreme Allied Commander Transformation

Place/Date

Norfolk, 30 July 2015

For the Ministry of Defence of the Republic of Croatia



Signature

COL Jozo MATKOVIĆ

National Liaison Representative HRV to Supreme Allied Commander Transformation

Norfolk, 31 August 2015.

Place/Date

For the Federal Ministry of Defence of the Federal Republic of Germany



Signature

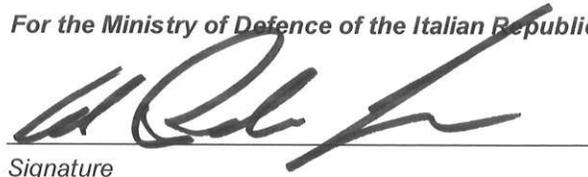
COL Klaus-Dieter BERMES

National Liaison Representative DEU to Supreme Allied Commander Transformation

NORFOLK, 17 July 2015

Place/Date

For the Ministry of Defence of the Italian Republic

A handwritten signature in black ink, appearing to be 'Paolo Frare', written over a horizontal line.

Signature

COL (AF) Paolo FRARE

National Liaison Representative ITA to Supreme Allied Commander Transformation

NOEFOLK, 21 SEPT 2015

Place/Date

For the Federal Minister of Defence and Sports of the Republic of Austria

Signature



Brigadier General Reinhard TRISCHAK

Head of the Military Policy Division, AUT MoD

Vienna, 15 Jul 15

Place/Date

Annex A

1. The CP will contribute to the mission of the NATO MW COE by providing the AUT SO to the NATO MW COE in addition to the staff structure filled by the NATO MW COE Participants, and funds in the amount that corresponds to one half (1/2) of the amount that a NATO MW COE Participant with one cost-share position contributes to the NATO MW COE budget on the basis of Section 9 of the NATO MW COE Operational MOU.
2. The TA Partners share the understanding, that:
 - a. the AUT SO will act as the main facilitator for the relationship between the CP and the NATO MW COE;
 - b. the AUT SO will be an integral part of the NATO MW COE Doctrine & Standards Branch;
 - c. as part of his or her duties the AUT SO will:
 1. Assist the Doctrine & Standards Branch Head in his or her duties.
 2. Support the process of improvements in the area of responsibility and propose amendments to doctrine, procedures and standards resulting from education and training process.
 3. Cooperate with other branches, providing coordinated support to other branches focused on development of doctrines and standards.
 4. Suggest improvements, propose amendments and consultations on practical implementation of existing Mountain Warfare activities, related doctrines, standards and tactics, techniques and procedures (TTPs) and from training process and lessons learned.
 5. Engage in the development process of new concepts, doctrine, standards and TTPs to meet NATO requirements.
 6. Undertake work as part of a project team or a working group as directed or assigned.
 7. Perform duties other than those the individual normally undertakes as may be directed, albeit in a different NATO MW COE organizational element.
 8. Participate in training workshops or panels regarding doctrine and standardisation as required.
 9. Maintain liaison with related NATO bodies and national/international institutions.
 10. Undertake temporary duty assignments upon approval by the CP.
 - d. the AUT SO may be required to travel as part of his or her duties, in which case the NATO MW COE will fund the transportation costs and the CP will fund all other related expenses, including but not limited to lodging, meals, visas and per diem.