**TECHNICAL ARRANGEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA**

**AND**

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

**CONCERNING**

**The EXECUTION OF MILITARY TRAININGS, COURSES and EXERCISES**

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",

Considering the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), done in London on 19 June 1951;

Considering the Agreement between the Government of the Republic of Slovenia and the Government of the Republic of Croatia on Defence Cooperation, done at Ljubljana on 14 March 2003;

Having regard to NATO Principles and Policies for Host Nation Support (MC 334/2) and Allied Joint Doctrine for Host Nation Support (AJP-4.5.);

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 Participant that deploys its forces in the territory of another Participant for conducting the Training, Course and Exercise under this TA.
* Host Nation (HN): the Participant that receives and temporarily hosts the forces of another Participant in its territory during the Training, Course and Exercise under this TA.
* Training, Course and Exercise: practical or theoretical Training or any other Course or Exercise, provided by the Croatian Armed Forces to the Slovenian Armed Forces, conducted in the Republic of Croatia or provided by the Slovenian Armed Forces to the Croatian 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) HN will notify the SN about the planned Training, Course and Exercise, where personnel of the SN could possibly take place as soon as possible, before each Training, Course and Exercise.

(2) 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 escort of the SN personnel by the Military 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. Specific 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. On the basis of this TA the SN personnel will possess appropriate health insurance in the territory of the HN prior to their arrival to the territory of the HN for reasons of payment of possible medical treatment costs.
3. Costs incurred from the public healthcare providers for SN personnel that are not covered by the medical insurance, will be paid by the SN according to the prices applicable in the HN at the time.
4. 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.
5. 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.
6. The SN personnel will bring sufficient medicinal products for personal use for the duration of the Training, Course and Exercise.
7. 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 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 Government of the Republic of Croatia on Mutual Protection of Classified Information, done at Ljubljana on 15 April 2011, 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 not be charged at a higher rate as the conditions for the HN.

(2) Services provided by HN through contracted suppliers will be charged.

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

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) Invoices will be made 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](mailto:glavna.pisarna@mors.si) |
| Republika Hrvatska  Ministarstvo obrane | Trg kralja Petra Krešimira IV.1, Zagreb | … |

**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 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 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) 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.

(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 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 in effect until all outstanding payments, claims and disputes are finally settled;
* the provisions of Section 11 (Security and Classified Information) will remain in effect 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) original copies.

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

Date:

Name and rank:

**On behalf of the Ministry of Defence of the Republic of Croatia**

Date:

Name and rank:

**ANNEX A**

The purpose of this Annex is to identify elements of logistic support in accordance with the available capacities (while respecting the principle of reciprocity) as follows:

a) transport services of training personnel

b) accommodation in military facilities

b) use of shooting ranges and military ranges

c) use of storage capacities

d) use of sports and recreational facilities in barracks

e) MP (military police) escort service

f) use of parking spaces

g) liaison officer

h) emergency health and dental care services