**Agreement**

**between**

**the Government of the Republic of Slovenia**

**and**

**the Swiss Federal Council**

**on bilateral cooperation in the field of military training**

The Government of the Republic of Slovenia and the Swiss Federal Council, hereinafter referred to as "the Parties";

Expressing the intention to develop relations based on mutual respect and regard for the interests of the Republic of Slovenia and the Swiss Confederation;

Stressing the need to strengthen mutual trust, security and stability in Europe;

Taking into account the need to contribute, in the spirit of the Charter of the United Nations, to strengthening peace, trust and stability in the world;

Considering that the cooperation in the field of military training is a vital element of security and stability;

Referring to the provisions of the "Agreement among the States Parties to the North Atlantic Treaty Organization and the other States participating in the Partnership for Peace regarding the Status of their Forces", hereinafter referred to as the "PfP-SOFA", and its Additional Protocol, both done in Brussels on 19 June 1995; and

In accordance with the respective national laws of the Parties and their international obligations,

Have agreed as follows:

**Article 1**

**Purpose**

1. The purpose of this Agreement is to set out the conditions and forms of bilateral cooperation in the field of military training, hereinafter referred to as "the Cooperation", and to determine the status of military and civilian personnel involved, and their dependents, sent by one Party to the territory of the other Party.

2. This Agreement shall not cover the planning, preparation and conduct of combat and other active military operations.

**Article 2**

**Definitions**

For the purpose of this Agreement, the following definitions shall apply:

1. "Receiving Party" means the Party on whose territory activities of the Cooperation take place,
2. "Sending Party" means the Party that sends its personnel to the territory of the Receiving Party to participate in activities of the Cooperation,
3. "Sending Party personnel" means the military and civilian personnel of the Sending Party that participates in activities of the Cooperation, and their dependents.

**Article 3**

**Application of PfP-SOFA**

Subject to this Agreement, the provisions of PfP-SOFA and its Additional Protocol shall apply to the Cooperation.

**Article 4**

**Third Party Personnel**

1. The Sending Party may integrate members of armed forces of third countries in its Sending Party personnel, provided that the third countries are parties to the PfP-SOFA and its Additional Protocol.

2. The Sending Party shall inform the Receiving Party in due time about such members of armed forces of third countries being part of its Sending Party personnel.

3. The Receiving Party shall have the right to veto the participation of such personnel.

**Article 5**

 **Competent Authorities**

Competent Authorities for the implementation of this Agreement, hereinafter referred to as "the Competent Authorities", shall be:

* in the Republic of Slovenia – Ministry of Defence and
* in the Swiss Confederation – the Federal Department of Defence, Civil Protection and Sport.

**Article 6**

 **Forms of Cooperation**

1. Within the framework of this Agreement, the Parties may cooperate in the following forms:

1. Training of military and civilian personnel in respective training institutions of the Parties;
2. Internships and assessments of military and civilian personnel in respective training institutions of the Parties;
3. Joint training and exercises of military and civilian personnel at bilateral level between the Parties, and with third parties, if necessary;
4. Use of simulators and cyber ranges, including training, exercises, testing, validation and experimenting as well as exchange of technologies and methodologies;
5. Training and development of skills in electronic warfare and cyber defence;
6. Consultations, conferences, seminars, symposia and training programs to exchange experiences and lessons learned in fields such as:
* Education and training of military and civilian personnel,
* Defence planning and capability development,
* Aspects of armed forces in modern societies, including the implementation of international agreements in the fields of defence, security and arms control as well as confidence and security building measures,
* Organization of armed forces, structures of military units as well as personnel policy and management and mobilization,
* Logistics,

Hhybrid warfare,

* Military operations in urban environments, including explosive ordnance disposal and countering improvised explosive devices,
* Cyberspace and electromagnetic space,
* Armament and military equipment,
* Military information systems, military information and communication technologies as well as information security management,
* Military medicine and military medical support,
* Military science and research, including economics, law and history in the field of defence,
* Environment protection related to military activities;
1. Sending observers to exercises;
2. Mountaineering, high-mountain survival training, flight training in mountainous areas;
3. Military search and rescue training;
4. Conduct of military sports and cultural activities;
5. Exchange of knowledge, experience and lessons learned between military libraries and museums, including the exchange of exhibits;
6. Conduct of activities in international humanitarian law and its national application and implementation, including the exchange of trainers, training materials, information, data and knowledge.

2. With the consent of the Competent Authorities, the Cooperation may be carried out in other forms than those mentioned in Article 6, Paragraph 1.

**Article 7**

 **Command and Control**

Command and control arrangements shall be determined in accordance with national procedures or procedures established between the Competent Authorities, as appropriate for respective activities of the Cooperation.

**Article 8**

 **Coordination and Implementing Technical Arrangements**

1. The Competent Authorities may prepare cooperation plans for particular periods, which shall be signed by their competent representatives.

2. The execution of specific activities of the Cooperation may be governed by implementing technical arrangements, concluded between the Competent Authorities.

3. If necessary for the evaluation, coordination and planning of activities under this Agreement, the Competent Authorities shall hold meetings and consultations.

**Article 9**

 **Personnel**

1. The Sending Party personnel, while staying on the territory of the Receiving Party, shall respect the national law of the Receiving Party.

2. The Receiving Party shall provide necessary administrative conditions for the stay of the Sending Party personnel on the territory of the Receiving Party and shall support it in technical issues.

3. The Sending Party personnel, while staying on the territory of the Receiving Party, shall be allowed to wear military uniform in accordance with the rules and regulations of the Sending Party.

**Article 10**

 **Access**

As required for the purposes of this Agreement, the Sending Party personnel shall be granted access to military facilities of the Receiving Party in accordance with the national law of the Receiving Party.

**Article 11**

 **Security**

1. The Receiving Party shall take all appropriate measures in accordance with its national law to provide security as well as to prevent and suppress any unlawful act against the Sending Party personnel and its property.

2. The Sending Party personnel shall be responsible for watching over the premises provided by the Receiving Party for its use, according to instructions provided by the Receiving Party, as well as the material, valuables and equipment provided by the Receiving Party or brought in by the Sending Party personnel.

3. In accordance with the national law of the Receiving Party, the Sending Party personnel shall cooperate with the respective authorities of the Receiving Party within their competences.

**Article 12**

 **Weapons and Ammunition**

1. In accordance with the national law of the Receiving Party, the Sending Party may bring weapons and ammunition into the territory of the Receiving Party solely for the purposes of this Agreement.

2. The entry of weapons and ammunition, their types, specific quantities and methods of their use shall be agreed upon in advance in every particular case.

3. The entry of weapons and ammunition into the territory of the Receiving Party, their transportation, storage and use shall take place in accordance with the national law of the Receiving Party.

4. In relation to the issues of entry, transportation, storage, and use of weapons and ammunitions, the Sending Party personnel shall be guided by the safety requirements and regulations of the Sending Party, unless the corresponding safety requirements and regulations of the Receiving Party are stipulated by national law or provide a higher level of safety.

5. In case of joint training operations with the use of weapons and ammunition, the safety requirements and regulations of the Receiving Party shall apply, unless the corresponding requirements and regulations of the Sending Party are more restrictive.

**Article 13**

 **Environmental Protection, Fire Protection, Natural and Cultural Heritage Protection, Safety and Health Provisions at Work**

1. The Sending Party personnel shall comply with the national law of the Receiving Party on environmental protection, fire protection, natural and cultural heritage protection, safety and health provisions at work.

2. The Receiving Party shall provide, upon request, information about the content of the relevant legislation.

**Article 14**

 **Facilitation of the Cooperation**

1. The Receiving Party shall take appropriate measures, in accordance with its national law,

1. For the movement of Sending Party's aircrafts and vehicles on the territory of the Receiving Party as well as for their access to military facilities;
2. For the use of the electromagnetic and cyber space from its territory without generating interferences or negative consequences for third parties.

2. The Sending Party shall be responsible for obtaining diplomatic clearances and landing arrangements.

**Article 15**

 **Air Safety**

1. When using an aircraft for the purposes of this Agreement, the Sending Party shall be responsible for airworthiness of its aircraft, its equipment and safe operation.

2. The Sending Party personnel shall have special aeronautical skills as required by the Receiving Party with respect to the activities concerned. The Receiving Party shall provide the necessary training enabling the Sending Party personnel to acquire such skills.

3. In the event of aircraft accidents or incidents, all technical investigations and procedures shall be conducted in accordance with the national law of the Receiving Party. In such case, the Receiving Party shall immediately provide the Sending Party with all data and information available concerning the accident or incident. A case investigation board shall be established.

4. Experts designated by the Sending Party shall be entitled to participate in the case investigation board as well as to access the crash site and to receive all relevant information. The Receiving Party may authorize experts designated by the Sending Party to conduct parts of the investigations. The report on the results of all investigations shall be transferred to the Sending Party.

5. The Sending Party shall have the right, in coordination with the Receiving Party, to conduct its own technical investigation of the accident or incident involving a Sending Party aircraft, if it took place in the territory of the Receiving Party. The costs of such investigations shall be covered by the Sending Party.

6. All data and information exchanged between the Parties in such case shall be made available to personnel involved in the investigation only. Any further disclosure of data or information shall be subject to approval of the other Party.

**Article 16**

**Medical Support and Insurance**

1. The Sending Party personnel shall meet the medical and physical requirements, and shall have the professional qualifications and skills as required by the Receiving Party with respect to the activity concerned.

2. The Sending Party shall not deploy Sending Party personnel to the territory of the Receiving Party without sufficient health insurance coverage.

3. Upon request of the Sending Party, the Receiving Party shall provide information on the particular risks that need to be covered by health insurance.

4. The Receiving Party shall provide emergency medical care to the Sending Party personnel free of charge. At the request of the Sending Party, further treatment and the delivery of patients to medical facilities shall be provided or carried out by the Receiving Party. In that case, the Sending Party shall cover all resulting costs.

**Article 17**

 **Equipment**

1. The Sending Party shall guarantee that the equipment of its personnel meets the requirements set by the Receiving Party for the relevant activity.

2. Upon request of the Sending Party, the Receiving Party shall provide it with information regarding the necessary equipment.

**Article 18**

 **Costs**

1. The Parties shall cover their own expenses on performing activities under this Agreement, unless otherwise agreed.

2. Costs related to official social events shall be borne by the Receiving Party, unless otherwise agreed.

3. The Parties shall not be bound by obligations, including cost recovery, that are not regulated by this Agreement or implementing technical arrangements concluded between the Competent Authorities as mentioned in Article 8, Paragraph 2.

**Article 19**

 **Protection of Classified Information**

1. The Parties shall exchange and protect classified information in accordance with the Agreement on the exchange and mutual protection of classified information between the Republic of Slovenia and the Swiss Confederation.

2. Until the entry into force of the Agreement mentioned in Paragraph 1 of this Article, the Parties may exchange only non-classified information.

**Article 20**

 **Dispute Settlement**

Disputes between the Parties concerning the interpretation or implementation of this Agreement shall be resolved by negotiations between the Parties.

**Article 21**

 **Final Provisions**

1. This Agreement shall enter into force on the date of receipt of the last of the notifications, by which the Parties inform each other through diplomatic channels that all the necessary internal legal procedures for its entry into force have been completed.

2. Either Party may terminate this Agreement by giving six months written notification through diplomatic channels.

3. This Agreement may be amended at any time by a written consent of the Parties. The Amendment shall enter into force in accordance with Article 21, Paragraph 1.

4. Notwithstanding a termination of this Agreement, all outstanding financial obligations under this Agreement shall continue to be subject to the provisions of this Agreement, until they are fully settled.

Done in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in two originals, each in the Slovenian, German and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

For the Government of the Republic of Slovenia For the Swiss Federal Council