TRAINING SUPPORT ARRANGEMENT (TSA)

BETWEEN

 THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA

 AND

THE MINISTER OF NATIONAL DEFENCE OF REPUBLIC

OF POLAND

 AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA

 AND

UNITED STATES ARMY EUROPE AND AFRICA

REGARDING

**ŠTIT 24 AD LFX (SHIELD 24 AD LFX)**

IN

THE TERRITORY OF THE REPUBLIC OF CROATIA

**INTRODUCTION**

The Ministry of Defence of the Republic of Croatia and The Minister of National Defence of the Republic of Poland, The Ministry of Defence of the Republic of Slovenia and the United States Army Europe and Africa (USAREUR-AF), hereinafter referred to as "the Participants",

HAVING REGARD TO the North Atlantic Treaty, done in Washington on April 4, 1949, especially Article 3;

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

HAVING REGARD TO the Agreement between the Government of the United States of America and the Government of the Republic of Croatia on the Status of United States Forces in the Republic of Croatia, signed in Washington on 3 April 2008 (U.S. - Croatia SOFA), and other applicable international agreements;

HAVING REGARD TO the Agreement between the Government of the United States of America and the Government of the Republic of Croatia on Acquisition and Cross­ Servicing (USA-HRV-02), signed on 2 August 2012 (ACSA), to all mutual logistics and cross-servicing issues related to the Training and Exercises conducted in the Republic of Croatia;

HAVING REGARD TO the Memorandum of Understanding between the United States European Command acting on behalf of the Government of the United States of America and the Government of the Republic of Croatia concerning the use of Airspace, Ranges, Airports, Seaports and Training Facilities by the United States Forces in Europe, signed on 15 July 2004

HAVING REGARD TO the aims and objectives of Exercises conducted in the Republic of Croatia with Republic of Poland Forces, Slovenian Armed Forces and United States Forces;

Have reached the following understanding:

**SECTION 1**

**DEFINITIONS**

The following definitions apply throughout this Training Support Arrangement (TSA):

* 1. **Training:** ŠTIT 24 AD LFX (SHIELD 24 AD LFX) executing from 04 until 13 April 2024 in the Republic of Croatia.
	2. **Receiving Force (RF):** The Croatian Armed Forces.
	3. **Visiting Force (VF):** Elements of Republic of Poland Land Forces, Slovenian Armed Forces and United States Land Forces.
	4. **Receiving State (RS):** Republic of Croatia.
	5. **Sending State (SS):** Republic of Poland, Republic of Slovenia, United States.
	6. **Participants:** Ministry of Defence of the Republic of Croatia, The Minister of National Defence of the Republic of Poland, The Ministry of Defence of the Republic of Slovenia and the United States Army Europe and Africa (USAREUR-AF).
	7. **Observers:** Representatives of NATO/PfP Armed Forces, other than the Participants, which can, join the ŠTIT 24 AD LFX (SHIELD 24 AD LFX). The participation is limited exclusively to observe the activities during the Exercise ŠTIT 24 AD LFX (SHIELD 24 AD LFX), in accordance with HN regulations and instructions of the Exercise organizers.
	8. **Annexes & Appendices:** Annexes cover specific requirements (Logistics, Operations, Note of Joining).
	9. **Note of Joining:** A Note of Joining may be used by the Host Nation for individual observing nations that may observe Exercise under this TSA. Individual observing nations are responsible for concluding Note of Joining, prior to observation. Notes of Joining are signed by individual observing nation and the Host Nation.

**SECTION 2**

**PURPOSE**

2.1 The purpose of this TSA is to establish the general principles and procedures for conducting Training in the territory of RF, between 04 and 13APRIL 2024. Annexes and Appendices to record the details of ŠTIT 24 AD LFX (SHIELD 24 AD LFX) are attached to this TSA. The TSA also specifies the application of the aforementioned governing legal documents for the support of VF during their presence in the territory of RF, to include procedures for arrival, participation in ŠTIT 24 AD LFX (SHIELD 24 AD LFX) and departure.

2.2. In the event that other NATO/PfP member may elect to observe the Exercise, they can do so by acknowledging this TSA by a Note of Joining.

2.3. Training is subject to availability of funds and forces of RF and VF. Any incremental costs incurred by the Participants as a result of providing goods or services for the other are to be captured on a reimbursable basis through the use of an ACSA order, commercial contract, or other applicable support arrangements.

**SECTION 3**

**ENTRY AND EXIT**

* 1. Entry and exit of VF personnel is to be conducted in accordance with the NATO SOFA, and other applicable agreements, as referenced in the Introduction of the TSA and respect RF national laws with planning details in the Annexes and Appendices.
	2. Entry and exit may be done by air, railway and ground transport as detailed in the TSA Annexes and Appendices.

**SECTION 4**

**LEGAL CONSIDERATIONS**

This TSA is not intended to create any rights or obligations under international law. This TSA is not intended to conflict with the Participants' national laws and regulations, nor is it intended to conflict with applicable international agreements. In case of conflict, NATO SOFA and other international agreements prevail. This TSA is not intended to be legally binding.

**SECTION 5**

**UNIFORM AND WEAPONS**

In accordance with the NATO SOFA, and other applicable agreements as referenced in the Introduction of this TSA, VF are authorized to wear their national uniforms and carry arms within the territory of the RF.

**SECTION 6**

**CRIMINAL AND DISCIPLINARY JURISDICTION**

Criminal and disciplinary jurisdiction matters are to be carried out in accordance with the NATO SOFA and other applicable agreements as referenced in the Introduction of this TSA.

**SECTION 7**

**MEDICAL SUPPORT**

Medical support to VF provided under the same conditions as for the HN Armed Forces members in accordance with Paragraph 5 of Article IX of NATO SOFA and other applicable agreements as referenced in the Introduction of this TSA and as described in the TSA Annexes and Appendixes. VF 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. VF is financially responsible for the payment of medical care and other services, to include emergency medical evacuation, provided by civilian medical facilities. Strategic medical evacuation is a SS responsibility.

**SECTION 8**

**RESPONSIBILITY OF RF**

Within the provision of this TSA, for the period of the Training the, RF intends to:

* 1. Provide the required logistics support and services as mutually determined and in accordance with the ACSA and SOR.
	2. Facilitate the reception of VF personnel at the designated point of entry and onward movement.
	3. Inform VF about training and safety regulations of RF.

**SECTION 9**

**RESPONSIBILITY OF VF**

Within the provision of this TSA, for the period of the Training the VF intends to:

9.1. Use with care all the equipment temporarily provided to VF. Acceptable wear and tear from normal use should be permitted in the return of such equipment to the appropriate RF authorities prior to the departure of the VF.

9.2. Expect that any Croatian military infrastructure used by VF troops during the course of the Training, is maintained and returned in clean, serviceable/habitable condition, at the standard in which it was received.

* 1. Respect the training and safety regulations of RF, as applicable.

**SECTION 10**

**CLAIMS AND DISPUTES**

* 1. Claims out of or in connection with the Training area to be processed in accordance with the NATO SOFA and other applicable agreements as referenced in the Introduction of this TSA.
	2. Disputes are to be resolved by the Participants at the lowest level through mutual consultation.
	3. The RS and the VF confirm that at least one of their liaison officers is familiar with the claims process and responsible for serving as the primary POC between VF authorities and RF authorities for matters relating to damages and claims.
	4. Reporting. Claims reporting includes the immediate dissemination of information concerning damage/injury or potential claim to, at a minimum:

The appropriate Commander and RS authorities.

The chain of command of the VF authorities, whose members' act or failure to act may have caused the damage or injury.

Dissemination of claims-filing information to the prospective claimant or his or her agent.

* 1. Investigation. Claims investigation includes the taking of witness statements and photographs, as well as the collection of physical evidence where possible. Claims investigators should use a digital camera to record damage whenever possible. The taking of witness statements includes recording of a witness's name, address, phone numbers, and e-mail addresses, if applicable. When contemplating the conduct of a significant movement or maneuver on or adjacent to civilian property, commanders and damage control/claims liaison officers should consider taking photographs of the property prior to conducting the military or administrative action that may cause damage to such property.

**SECTION 12**

**FORCE PROTECTION AND SECURITY**

12.1. In accordance with the NATO SOFA and other applicable agreements as referenced in the Introduction of this TSA, RF are expected to take such measures as are necessary to support the adequate security and protection of the VF, equipment, and property within the territory of the RF.

12.2. The VF will use live ammunition and pyrotechnics during this exercise and will be responsible for security during carriage.

12.3. The VF will ensure unarmed internal security of its own unit locations and is responsible for the security of weapons, ammunition and sensitive items of their own and on loan to them from the HN.

12.4. The VF are responsible to conduct all designated security measures during LFX.

12.5. The RF are responsible for security, particularly to prevent access by unauthorized person into the lodging and training area.

12.6. The VF and RF will ensure that all their exercising troops and staff are equipped with assigned protective equipment and use it when is requested in accordance with national and training area SOPs.

12.7. VF and RF are responsible for handling with own UXO, RF are responsible for VF and RF UXO destruction with own capacities in accordance with range SOP.

12.8. On completion of firing VF and RF are responsible for clearing own expended ammunition, pyrotechnics and cases from the training area.

**SECTION 13 FINANCIAL CONSIDERATIONS**

Goods and services provided by the RF to VF on a reimbursable basis should be provided according to signed ACSA Order/SOR, detailed in SORs unless VF provides support for their own needs using commercial resources.

**SECTION 14**

**ENVIRONMENTAL PROTECTION**

RF environmental protection and nature laws are respected by Participants. RF provides VF with the relevant environmental protection and nature laws.

**SECTION 15**

**PUBLIC AFFAIRS**

Participants intend to establish common Public Affairs guidelines for the Training.

**SECTION 16 POINTS OF CONTACT**

POC CROATIAN ARMED FORCES

* MAJ TOMISLAV BAŠA, G7 HRV LFC, tomislav.basa @morh.hr

POC POLISH ARMED FORCES

* JWO ADAM CHWALEK , 38th ADSS, a.chwalek@ron.mil.pl

POC SLOVENIAN ARMED FORCES

* CPT ZORAN LASNIK, 15. WING/ 16. CRC, Slovenian Armed Forces, zoran.lasnik@mors.si

POC UNITED STATES ARMED FORCES

* CW3 Mark A. Giauque USARMY 173 ABN BDE mark.giauque.mil@army.mil

**SECTION 17**

**EFFECTIVE DATE, MODIFICATION, ACCESSION, AND DISCONTINUATION**

* 1. This TSA becomes effective upon the date of the last signature and remains valid until final settlement of all financial and legal responsibilities arising from the Training. The Participants should provide the maximum advance written notice of an intent to withdraw from the TSA.
	2. This TSA may be modified by the written mutual consent of the Participants.
	3. The Annex and Appendix to this TSA are supporting operational documents that contain additional arrangements between the Participants regarding the execution of the Training. The addition, modification, or deletion of one or more Annexes and Appendices, is not considered an amendment of this TSA.
	4. In the event that the Annexes and/or Appendices conflict with the provisions of this TSA, the provisions contained in the TSA prevail.

This TSA is signed in four originals in the English language.

**Attached**

**Annex A** - Operations

**Annex B –** Logistics

**Annex C –** Note of Joining

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| **FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA** |  |  |
|  |  |   |
| **Head of Logistics Department****G4/Croatian Land Forces Command****COL Jurica Radić** |  |  |
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| **Signed this\_\_\_\_\_day of\_\_\_\_\_2024,****at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |

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| **FOR THE UNITED STATES ARMY EUROPE AND AFRICA** |  |  |
|  |  |   |
| **173D IBCT (A)****Brigade Commander****COL Michael Kloepper** |  |  |
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| **FOR THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND**  |  |  |
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| **Signed this\_\_\_\_\_day of\_\_\_\_\_2024,****at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |
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| **FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA****15th Wing Commander****COL Janez Gaube** |  |  |
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| **Signed this\_\_\_\_\_day of\_\_\_\_\_2024,****at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |
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