**AGREEMENT**

**BETWEEN**

**THE REPUBLIC OF SLOVENIA**

**AND**

**THE HASHEMITE KINGDOM OF JORDAN**

**ON**

**COOPERATION IN THE FIELD OF DEFENCE**

The Republic of Slovenia and the Hashemite Kingdom of Jordan, hereinafter referred to as "the Contracting Parties",

Having regard to the purposes and principles of the Charter of the United Nations;

Having regard to the principles upheld by the Republic of Slovenia as a member of the EU and NATO;

With a view to promoting friendly cooperation between the Contracting Parties in the field of defence;

On the basis of the principles of equality of rights, respect for national sovereignty, mutual benefit and trust, and without interference in internal affairs;

With a belief that bilateral cooperation will assist in understanding the military affairs of the other Contracting Party and in strengthening the defence capabilities of both Contracting Parties;

Having conducted friendly consultations;

Have agreed to the following:

**Article 1**

**Purpose of the Agreement**

The purpose of this Agreement is to provide the necessary legal framework for defence cooperation between the Contracting Parties, taking into account the principles of equality, reciprocity and mutual interest, and in accordance with the national laws, regulations and accepted international obligations of the Contracting Parties.

**Article 2**

**Terms and Definitions**

For the purposes of this Agreement, the following terms and definitions apply:

1. Sending Contracting Party – the Contracting Party whose representatives participate in activities under this Agreement in the territory of the other Contracting Party;
2. Receiving Contracting Party – the Contracting Party in whose territory the activities under this Agreement take place;
3. Member of the personnel – a military person or civilian employee deployed by the sending Contracting Party to the territory of the receiving Contracting Party for the purpose of carrying out activities under this Agreement.

**Article 3**

**Areas of Cooperation**

Cooperation between the Contracting Parties shall be developed in the following areas:

1. Defence policy;
2. Defence legislation;
3. Military education and training;
4. Organization of the armed forces;
5. Peacekeeping and humanitarian operations and training;
6. Arms control and disarmament;
7. Research, development and consultation on defence technologies;
8. The defence industry under the responsibility of the governments of both states;
9. The military financial and accounting system;
10. Military geography and geospatial information;
11. Military history;
12. Military medicine and military medical support;
13. Military sports and other cultural activities;
14. Defence standardization, codification and quality assurance;
15. Cooperation on counter-terrorism training;
16. Intelligence cooperation;

r) Any other areas of cooperation the Contracting Parties may agree upon.

**Article 4**

**Forms of Cooperation**

1. The Contracting Parties shall cooperate with each other in the following ways:
2. Meetings of Ministers of Defence, Chiefs of the General Staffs, their deputies and other officials authorized by the Contracting Parties;
3. Professional consultations, conferences, courses, workshops and seminars;
4. Military school courses, including the sharing of experience between lecturers and students;
5. Collaboration with research and development institutions;
6. Participation of observers and military units in bilateral and multilateral military exercises;
7. Exchange of information and documentation in the common interest;
8. Cultural, sports and recreational activities;
9. Visiting tours of military vessels, aircraft and other facilities.
10. The Contracting Parties may establish new forms of cooperation over the course of implementation of this Agreement.

**Article 5**

**Implementing Arrangements**

In order to implement the provisions of this Agreement, the Contracting Parties may conclude implementing arrangement governing specific matters relating to defence cooperation in the areas referred to in Article 3 of this Agreement and in other mutually agreed areas.

**Article 6**

**Annual Cooperation Plan**

1. On the basis of this Agreement, the Contracting Parties may develop an annual bilateral defence cooperation plan. In the second half of each year, the Contracting Parties shall develop proposals to be included in the defence cooperation plan for the following year.
2. The annual bilateral defence cooperation plan shall include a list of activities, the manner in which they are to be carried out, the time and place of their execution, the number of participants, and other aspects related to the organization and implementation of the activities.
3. The details of the activities referred to in the previous paragraph shall be agreed between the competent authorities of the Contracting Parties.

**Article 7**

**Information exchange and protection**

1. In the course of implementing this Agreement, the Contracting Parties will only exchange unclassified information.
2. If cooperation cannot take place without exchanging classified information, the Contracting Parties shall exchange and protect classified information in accordance with the agreement on the exchange and mutual protection of classified information between the Contracting Parties.
3. The Contracting Parties will ensure that the documents, materials and technology exchanged under this Agreement are only used for purposes specifically agreed by the Contracting Parties in advance, and within the framework of this Agreement.
4. Unclassified information, documents, technical data or other defence material may be transferred in accordance with the national legislation of the Contracting Parties or, where necessary or agreed by the Parties, an implementing arrangement may be concluded to that effect.

.

**Article 8**

**Financial Aspects**

1. The costs arising from the implementation of this Agreement shall be borne by the Contracting Parties on the basis of reciprocity.
2. The sending Contracting Party shall bear the costs of travel, salaries, accident and health insurance, medical expenses if not covered by medical insurance, repatriation expenses of its sick members of the personnel, and any other allowances granted to its members of the personnel under its regulations.
3. The receiving Contracting Party shall bear the costs of accommodation, catering, internal transport from the agreed entry point to its territory, and the costs of all other planned activities.
4. The receiving Contracting Party shall provide emergency medical care in military medical facilities, while the cost of medical services provided by the civilian medical providers is borne by the sending Contracting Party under the same conditions as those applicable to by the receiving Contracting Party to its own members of the personnel.
5. Other financial costs arising in the course of the implementation of this Agreement shall be dealt with in a separate implementing arrangement.
6. This general principle of reciprocity does not apply to groups of more than ten (10) people. The procedures for financing such groups shall be determined on a case-by-case basis by a specific implementing agreement between the Contracting Parties.
7. If a Contracting Party sends a delegation outside the framework of this Agreement, that Contracting Party shall also bear all expenses incurred by it.

**Article 9**

**Compensation Claims**

1. When members of the personnel of the sending Contracting Party are operating in the territory of the receiving Contracting Party within the scope of this Agreement, the sending Contracting Party is liable for any damage caused by its members of the personnel to third parties in the territory of the receiving Contracting Party, in accordance with the law of the receiving Contracting Party.
2. The receiving Contracting Party in whose territory the damage referred to in paragraph 1 was caused shall ensure compensation or indemnification for the damage under the same conditions as those, which apply to damage caused by its own members of the personnel.
3. The sending Contracting Party whose members of the personnel cause the damage referred to in paragraph 1 shall reimburse the receiving Contracting Party in full any sums paid by the receiving Contracting Party to the injured party, or persons entitled to compensation on behalf of the injured party.
4. Neither Contracting Party shall require the other Contracting Party to compensate or indemnify it for any damage caused to its property by members of the personnel of the other Contracting Party in the course of the implementation of this Agreement.

**Article 10**

**Jurisdiction**

1. Members of the personnel of the sending Contracting Party must comply with the laws and regulations of the receiving Contracting Party while in the territory of the receiving Contracting Party.
2. The competent authorities of the receiving Contracting Party have jurisdiction to prosecute offences committed in its territory by members of the personnel of the sending Contracting Party, with the exception of the offences referred to in paragraph 3 of this Article, where the sending Contracting Party has prior right to exercise jurisdiction.
3. The competent authorities of the sending Contracting Party have priority to assert jurisdiction to prosecute its members of the personnel in the following cases:
4. The prosecution of offences which threaten only the security or property of the sending Contracting Party;
5. The prosecution of offences committed only against the person or property of another member of the personnel of the sending Contracting Party;
6. The prosecution of offences resulting from acts or omissions committed intentionally or negligently in the performance of official duties.
7. The Contracting Parties agree that, for the purposes of the implementation of this Article, the performance of official duties means the performance of the activities under this Agreement to which members of the personnel of the sending Contracting Party are deployed by the sending Contracting Party in accordance with its internal regulations. The sending Contracting Party must confirm the performance of official duty by written declaration.
8. In the cases referred to in paragraph 3 of this Article, the sending Contracting Party must inform the receiving Contracting Party of the measures taken against the offender.
9. If the sending Contracting Party waives the priority exercise of jurisdiction in accordance with paragraph 3 of this Article, it must promptly notify the competent authorities of the receiving Contracting Party thereof.
10. In the cases referred to in paragraph 3 of this Article, the competent authorities of the receiving Contracting Party may request the assumption of jurisdiction, where the justified circumstances so warrant. The authorities of the sending Contracting Party must take a decision on such a request without delay.
11. The authorities of the receiving Contracting Party must immediately inform the authorities of the sending Contracting Party of the arrest of its member of the personnel and the reasons for it.
12. The Contracting Parties agree that the provisions of the United Nations Convention against Transnational Organized Crime of 12 December 2000 apply *mutatis mutandis* to mutual legal assistance and extradition in respect of offences committed by a member of the personnel of the sending Contracting Party. If the Contracting Party exercising jurisdiction punishes such offences by death or by a penalty contrary to the arrangements resulting from international human rights treaties to which either Contracting Party is bound, the other Contracting Party shall extradite the accused, with the formal assurance that such a penalty shall neither be sought nor imposed, or, if imposed, shall not be carried out against that accused.

**Article 11**

**Procedural Guarantees in Penal Trial and During the Deprivation of Liberty**

1. In the event of criminal proceedings before the judicial authorities of the receiving Contracting Party, members of the personnel of the sending Contracting Party will be entitled to a fair trial and procedural guarantees in accordance with the provisions of the International Covenant on Civil and Political Rights of 16 December 1966 as well as substantive and procedural guarantees against torture and other cruel, inhuman or degrading treatment or punishment from the Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment of 10 December 1984.

.

1. In the event of criminal proceedings from previous paragraph of this Article, members of the personnel of the sending Contracting Party shall be entitled to effective and prompt access to and free choice of a lawyer in order to efficiently exercise the right to defence.
2. During the procedure, members of the personnel of the sending Contracting Party have the right of communication and contact of a representative of the Embassy of the sending Contracting Party in accordance with the provisions of the Vienna Convention on Consular Relations of 24 April 1963.
3. The Contracting Parties shall strive to arrange that in the event of criminal proceedings before judicial authorities of the receiving Contracting Party, members of the personnel of the sending Contracting Party will be entitled to a fair trial before courts of regular jurisdiction, and whenever possible, also in cases of officially proclaimed martial law or state of emergency, when this competence might, if constitutionally permitted, be otherwise transferred to military courts or tribunals or to courts of extraordinary jurisdiction.
4. The Contracting Parties undertake that, in the exercise of their jurisdiction in accordance with the preceding Article, capital punishments or penalties which are contrary to agreements arising from international human rights treaties to which either Contracting Party is bound, shall be neither demanded nor imposed, or, if imposed, shall not be carried out.
5. In the event that a member of the personnel of the sending Contracting Party is convicted by the judicial authorities of the receiving Contracting Party, the receiving Contracting Party shall sympathetically consider a request to serve the sentence in the sending Contracting Party.
6. Guarantees from paragraphs 1 and 2 of this Article shall apply also for cases of arrests and other similar deprivations of liberty of the members of the personnel of the sending Contracting Party.

**Article 12**

**Relation to Other Agreements**

This Agreement is agreed without prejudice to the rights and obligations established by bilateral and multilateral agreements between the Contracting Parties, or to the rights and obligations arising from international human rights treaties to which either of the Contracting Parties is bound.

**Article 13**

**Settlement of Disputes**

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

**Article 14**

**Amendments**

This Agreement may be amended at any time by the mutual written consent of the Contracting Parties. Such amendments shall enter into force in accordance with the provisions of Article 15, paragraph 1.

**Article 15**

**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. This Agreement is concluded for an indefinite period of time.
3. Either Party may terminate this Agreement by giving six months written notification through diplomatic channels.
4. In the event of termination, the Contracting Parties will endeavour to complete any unfinished activities under this Agreement and enter into consultations to resolve any disputed issues.

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

|  |  |
| --- | --- |
| **FOR**  **THE REPUBLIC OF SLOVENIA** | **FOR**  **THE HASHEMITE KINGDOM OF JORDAN** |