**Informacija o nameravanem podpisu**

**Tehničnega dogovora med Ministrstvom za obrambo Republike Slovenije in udeleženci vaje Adriatic Strike 2018 o izvajanju in zagotavljanju podpore države gostiteljice med vajo Adriatic Strike 2018,**

**Sporazuma med Ministrstvom za obrambo Republike Slovenije in Ameriškimi zračnimi silami (USAF) glede vaje Adriatic Strike 2018**

**in**

**Tehničnega dogovora med Ministrstvom za obrambo Republike Slovenije in Nato DACCC o izvajanju in zagotavljanju podpore države gostiteljice med vajo Adriatic Strike 2018**

Tehnični dogovor med Ministrstvom za obrambo Republike Slovenije in udeleženci vaje Adriatic Strike 2018 o izvajanju in zagotavljanju podpore države gostiteljice med vajo Adriatic Strike 2018 določa razmerja med udeleženci, načela in pogoje sodelovanja ter način izvajanja podpore države gostiteljice – Republike Slovenije med mednarodno vojaško vajo Adriatic Strike 2018. Sporazum med Ministrstvom za obrambo Republike Slovenije in Ameriškimi zračnimi silami (USAF) glede vaje Adriatic Strike 2018, ki se zaradi intenzivnosti sodelovanja sklepa ločeno, opredeljuje dolžnosti udeležencev in splošna načela izvajanja vaje ter zagotavljanja podpore države gostiteljice. Prav tako se posebej sklepa tehnični dogovor z Nato DACCC (Deployable Air Command and Control Centre), ki prav tako opredeljuje obveznosti in splošna načela izvajanja ter zagotavljanja podpore države gostiteljice.

Mednarodna vojaška vaja Adriatic Strike 2018 je tradicionalna mednarodna vojaška vaja, ki jo organizira Slovenska vojska. Gre za združeno taktično vajo letalskih in kopenskih sil s področja neposredne zračne podpore (Close Air Support), ki je primarno namenjena usposabljanju usmerjevalcev združenega ognja (JTAC – Joint terminal Air Controller/FAC – Forward Air Controller), letalskih posadk neposredne zračne podpore (Close Air Support Aircrew) in poveljnikov manevrskih enot (Ground Commander).

Izvedbeni del mednarodne vojaške vaje Adriatic Strike 2018 bo potekal med 3. in 10. junijem 2018 na različnih lokacijah na ozemlju Republike Slovenije (Postojna – Poček, območje Črnomlja, Korošica, Trbovlje in letališče Cerklje ob Krki).

Mednarodne vojaške vaje Adriatic Strike 2018 se nameravajo udeležiti pripadniki oboroženih sil Republike Albanije, Republike Avstrije, Kraljevine Belgije, Kanade, Republike Hrvaške, Češke republike, Kraljevine Danske, Republike Estonije, Francoske republike, Zvezne republike Nemčije, Madžarske, Italijanske republike, Republike Latvije, Republike Litve, Republike Makedonije, Črne gore, Poljske, Kraljevine Nizozemske, Romunije, Slovaške republike, Kraljevine Španije in Združenih držav Amerike (USA). Kot opazovalci na vaji bodo sodelovali pripadniki oboroženih sil Jordanije in pripadniki oboroženih sil Bosne in Hercegovine. Na vaji bodo sodelovali tudi predstavniki Nato DACCC. Ocenjujemo, da se bo vaje udeležilo do 350 pripadnikov tujih oboroženih sil.

Vaja je načrtovana v Načrtu vaj v obrambnem sistemu in sistemu varstva pred naravnimi in drugimi nesrečami v letu 2018 (sklep VRS, št. 84300-1/2018/4, z dne 7. 2. 2018), pod zaporedno številko 27.

Finančne posledice za izvedbo celotne vaje znašajo 140.000 evrov. Sredstva so zagotovljena na proračunski postavki 6474 – usposabljanje in vaje pri proračunskem uporabniku Generalštab Slovenske vojske.

Tehnična dogovora in sporazum so nepogodbeni mednarodni akti.

Gradivo je usklajeno z Ministrstvom za zunanje zadeve, Ministrstvom za zdravje, Ministrstvom za notranje zadeve, Ministrstvom za infrastrukturo, Ministrstvom za okolje in prostor ter Ministrstvom za finance.

Gradiva ni treba uskladiti s pravnim redom EU.

Tehnična dogovora in sporazum bo podpisal polkovnik Bojan Brecelj, poveljnik 15. polka vojaškega letalstva Slovenske vojske.

 Ministrstvo za obrambo

**TECHNICAL ARRANGEMENT**

**BETWEEN**

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

AND

**MINISTRY OF DEFENCE OF THE REPUBLIC OF ALBANIA**

**THE FEDERAL MINISTER OF DEFENCE OF THE REPUBLIC OF AUSTRIA,**

**AND**

**THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM**

**AND**

**THE CANADIAN ARMED FORCES**

**AND**

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

**AND**

 **THE MINISTRY OF DEFENCE OF THE CZECH REPUBLIC**

**AND**

**THE DANISH MINISTRY OF DEFENCE**

**AND**

**THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ESTONIA**

**AND**

**THE MINISTER OFTHE ARMED FORCES OF THE FRENCH REPUBLIC,**

**AND**

**THE FEDERAL MINISTRY OF DEFENCE OF GERMANY**

**AND**

**THE MINISTRY OF DEFENCE OF HUNGARY**

**AND**

**THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC**

**AND**

**THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA**

**AND**

**THE LITHUANIAN ARMED FORCES**

**AND**

**THE FORMER YUGOSLAV REPUBLIC OF MACEDONIA[[1]](#footnote-1)\***

**AND**

**THE MINISTRY OF DEFENCE OF MONTENEGRO**

**AND**

**MINISTERS OF NATIONAL DEFENCE OF POLAND**

**AND**

**THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NEDERLANDS**

AND

**THE ROMANIAN MINISTER OF NATIONAL DEFENCE**

**AND**

**THE MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC**

**AND**

**THE MINISTRY OF DEFENCE OF THE KINGDOM OF SPAIN**

**CONCERNING**

**THE CONDUCT AND THE PROVISION OF HOST NATION SUPPORT**

**DURING**

**EXERCISE “ADRIATIC STRIKE 2018”**

 **June 2018**

**SLOVENIA**

**INTRODUCTION**

The Ministry of Defence of The Republic of Slovenia, The Ministry of Defence of the Republic of Albania , the Federal Minister of Defence of the Republic of Austria,and the Minister of defence of the kingdom of Belgium and The Canadian Armed forces and the Ministry of defence of the republic of Croatia, and the Ministry of defence of the Czech Republic and the Danish ministry of defence and the Ministry of Defence of the Republic of Estonia, and the Minister of the Armed Forces of the French Republic, and the Federal ministry of defence of Germany and the Ministry of defence of Hungary and the Italian Air Force of Italian Republic and the Ministry of defence of the Republic of Latvia and The Lithuanian Armed Forces, and The former Yugoslav Republic of Macedonia and The Ministry of defence of Montenegro and the Minister of Defence of the Kingdom of the Netherlands and the Ministers of National Defence of Poland, The Romanian minister of national defence and the Ministry of defence of the Slovak Republic and The Ministry of defence of the kingdom of Spain

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(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 TO the provisions of the Agreement among the Parties to the North Atlantic Treaty regarding the Status of their forces (NATO SOFA) done at London on 19 June 1951,

HAVING REGARD TO the Agreement among the States Parties to the North Atlantic Treaty and other States participating in the Partnership for Peace regarding the status of their Forces (PfP SOFA), including the Additional Protocol to this Agreement done in Brussels on 19 June 1995,

DESIRING TO intensify their co-operation in the field of defence, especially the JTAC (Joint Terminal Attack Controller) capabilities,

AND IN CONSIDERATION OFthe needs of the Visiting Forces' units for Host Nation Support when deployed in the Republic of Slovenia,

 HAVE AGREED the following understanding:

**ARTICLE 1**

**DEFINITIONS**

In this Technical Arrangement (TA) the following definitions will apply:

1. Exercise “AS18”: The multinational exercise “ADRIATIC STRIKE 2018” executed between date 4th June to 8th June 2018 in Slovenia.
2. Visiting Forces (VF): The Military Units of the Armed Forces of the Republic of Austria, and The Ministry of Defence of the Republic of Albania, and the Minister of defence of the Kingdom of Belgium and The Canadian Armed forces and the Ministry of defence of the republic of Croatia, and the Ministry of defence of the Czech Republic and the Danish ministry of defence and the Ministry of Defence of the Republic of Estonia, Minister of the Armed Forces of the French Republic, and the federal Ministry of defence of Germany and the Ministry of defence of Hungary, and the Italian Air Force of Italian Republic,and the Ministry of Defence of the Republic of Latvia and The Lithuanian Armed Forces, and The former Yugoslav Republic of Macedonia and The Ministry of defence of Montenegro and the Minister of Defence of the Kingdom of the Netherlands and the Ministers of National Defence of Poland, The Romanian minister of national defence and the Ministry of defence of the Slovak Republic and The Ministry of defence of the kingdom of Spain, when deployed to the territory of the Republic of Slovenia for the purposes of conducting the Exercise “AS18”.The term VF includes all supplies, material and provisions, together with any civilian components of such forces as defined in the NATO/PfP SOFA.
3. Host Nation (HN): The Republic of Slovenia, which receives and temporarily hosts the VF on its territory during Exercise “AS18”.
4. Host Nation Support (HNS): The civil and military assistance rendered by the HN to the VF during the Exercise “AS18”.
5. Training Areas: Areas on the Slovenian territory where a part of Exercise “AS 18” will be carried out. A part of exercise that will take place on Poček will be performed as HOT (will include combat shooting with aircrafts, helicopters, artillery and infantry). In other areas where exercise will take place, exercise will be performed as DRY (will not be any combat shooting), using only training resources and blank ammunition. This other areas areCelje, Trbovlje, Primoži, Črnomelj, Korošica and CerkljeobKrki.
6. Observers: Representatives of Armed Forces, others than the Participants, which can, upon invitation, join the Exercise “AS18” by signing the Note of Joining to this TA with HN (the sample of Note of Joining is included in Annex B of this TA). Their participation is limited exclusively to observe the activities during the Exercise “AS18”, in accordance with HN regulations and instructions of the Exercise organizers. The status of the Observers for Representatives of non NATO/PfP Countries will be determined in accordance with HN national legislation.

**ARTICLE 2**

**PURPOSE AND SCOPE**

1. The purpose of this TA is to identify the responsibilities and the general principles concerning the conduct of the Exercise “AS18” and the provision of HNS. The TA will also describe the standards, type, level and methods of support that the HN will provide to the VF during the Exercise “AS18”.
2. This TA is not intended to conflict with the national law of the Participants or with international law. In case of such a conflict, relevant national or international law will apply. The Participants will notify each other in the event of any conflict.
3. The provisions of NATO/PfP SOFA will apply to all activities carried out in connection with this TA, unless otherwise stated in this TA.

**ARTICLE 3**

**APPLICABLE DOCUMENTS**

1. In matters covered by this TA or in the NATO/PfP SOFA, the following documents will apply,:
2. C-M(2002) (49) dated 17 June 2002 – Security within the North Atlantic Treaty Organization (as amended);
3. NATO STANAG 3531: Safety investigation and reporting of accidents/incidents involving military aircraft and/or missiles.
4. NATO STANAG 6025: Financial principles and procedures for the provision of support and establishment of multinational arrangements.
5. NATO STANAG 2034: Standard procedures for Mutual Logistic Assistance.

**ARTICLE 4**

**CONCEPT OF THE EXERCISE “AS18”**

1. As a rule, the Exercise “AS18” will be carried out in the Poček Main Training Area and the areas of Celje, Trbovlje, Primoži, Črnomelj, Korošica and CerkljeobKrki.
2. The purpose of the Exercise “AS18” is to train the HN JTAC capabilities and pilots, with the support of VF JTAC and air capabilities.
3. The number of VF personnel trained during the Exercise AS18 will be up to 300 persons and about 200 persons support staff. Members of the VF will be accommodated in military facilities,  the majority of them will be accommodated at Novo Mesto (35km from Cerklje AB), (HNS Price list) and some of them also in Ljubljana, Postojna and Gotenica. However, should the VF so desire and they would like to be accommodated outside military facilities, such arrangement will be the responsibility of the VF. The VF will be offered assistance by the HN in making such arrangements.
4. Timeline of the Exercise “AS18”:

– arrival of VF personnel and accommodation, ( from 1st June to 3rdJune18)

– Exercise “AS18” from4th June to 8thJune 2018

- briefing for all participants

- (VIP day), 7thJune

- 8thJune to10thJune ; departure of the VFs personnel.

**ARTICLE 5**

**HOST NATION RESPONSIBILITIES**

1. The HN will provide the following goods and services **on reimbursement basis**:
	1. Medical and dental care for the VF personnel provided by public healthcare providers in accordance with Article 12 of this TA.
	2. Goods and services requested in case of incidents (in accordance with the provisions of Article 7).
	3. Provision of fuel and lubricants for vehicles and aircraft. (Aviation Fuel: available at AB, Ground Fuel available at civilian gas stations).
	4. Accommodation and catering services for VF personnel, according to the adopted price list.
2. The HN will provide the following services **free of charge**:
3. Military personnel from the HN Armed Forces for the accompanying of aircraft, if so requested;
4. An English speaking officer or a non-commissioned officer that will act as a POC (Point of contact) and will, if necessary, assist the VF during the Exercise “AS18”;
5. Air traffic control services, landing services and parking space at HN military landing grounds;
6. An internal system of military signals or communications in accordance with the requirements of the Exercise “AS18”, an electronic and radio equipment for communication between the directing staff of the exercise and individual operating points;
7. Permission to use the HN airspace, on request;
8. Medical and dental care services, as described in Article 12;
9. Military road transportation of personnel and equipment across the air base;
10. Translation and interpreting services, if required.
11. Other HN responsibilities will be:
	1. Permission for VF to use its national air routes,based on plans approved by the Company Slovenia Control (KZPS d.o.o.), limited, for purposes of the Exercise “AS18”;
	2. Adoption of all necessary measures for the use of airport facilities, air routes and traffic roads to enable access, reception and deployment of VF;
	3. Consultation on applicable environmental regulations that will be in force during the Exercise “AS18”, especially on appropriate regulations and procedures for the protection of the environment in the training area;
	4. Implementation of all armed protection tasks;
	5. Ensure, to the extent possible, that the quality of goods and services provided to VF will be the same as the quality of goods and services provided to the HN military personnel of comparable rank or position, should the Participants not mutually decide otherwise;
	6. Provide liaison officers in the area of maintenance, transportation and procurement assisting in the acquisition of support from the HN base and other required support personnel (security, reception, canteen etc.);
	7. Provide airport equipment for aircraft engine startup;
	8. Ensure communication: provide normal command and control communications (tower contact, command post, emergency response in the event of incidents etc.);
	9. Provide emergency response: provide available emergency measures (fire extinction, crew extraction, medical care etc.);
	10. Provide all necessary weather information (weather forecast, news etc.);
	11. Provide all necessary conditions for a safe implementation of all pre-prepared activities, trainings and exercises;
	12. Ensure appropriate access on the VIP day for the representatives of the media and ensure their security and unobstructed access to the pre-set areas of movement by taking into account all security regulations;
	13. The HN will provide services to the VF on the basis of a Statement of Requirements (SOR) and in accordance with HNS capabilities. VF’s SOR must be submitted to the HN in a timely manner and in accordance with the time schedules set at the planning conferences. The HN, on the other hand, will, in an appropriate manner, inform the VF of the provision of its requirementsin an appropriate manner. All modifications or new VF’s requirements towards the HN during the execution of the Exercise AS18 will be submitted to the directing staff of the Exercise “AS 18” by the VF representative;
	14. Provide all necessary geospatial information (maps, imagery, etc).

**ARTICLE 6**

**RESPONSIBILITIES OF THE VF**

1. The VF will **pay** for the following services**:**
	* 1. Medical and dental care in accordance with Article 12 of this TA, with the exception of that care, provided by the HN as emergency health assistance free of charge.
		2. Other goods and services required in case of incidents (in accordance with the provisions of Article 7) – unforeseen events.
		3. Supply with fuel and lubricants for vehicles and aircraft.
		4. Accommodation and catering for VF personnel, according to the adopted price list.
2. VF will sign for any services received, maintain copies of all receipts and will settle all payment in Euro no more than 60 days following the reception of the invoices. Payments, in relation with this TA, will be paid to the HN on the following bank connection:

 Bank name: Banka Slovenije

 Slovenska cesta 35,

1505 Ljubljana

Slovenia

SWIFT code: BSLJSI2X

Beneficiary's account: No. (IBAN): SI 56011006370191114

Beneficiary's address: Republika Slovenija

 Ministrstvo za obrambo

 Vojkova cesta 55,

 1000 Ljubljana, SLOVENIA

1. Other VF responsibilities will be:
2. Submit SOR to the HN in a timely manner and in accordance with the time schedules set at the planning conferences.
3. Provide all required technical data for aircraft, spare parts, tools and additional equipment.
4. Provide weapons and delivery platform specifications to HN in accordance with the regulation of the Experts Detailed Report on the Postojna Main training Area for purposes of live fire training.
5. Conduct the Exercise AS18 and use the accommodation premises and HN capabilities in accordance with HN procedures.
6. Comply with environmental regulations and procedures relevant to the execution of the Exercise “AS18”, as well as any regulations in force in the HN concerning storage, transportation and disposal of hazardous material.
7. Provide their own communication capabilities for JTACs to ensure air-ground-air communication at individual operating points.
8. All vehicles and equipment of the VF, including both air and land equipment, will be adequately insured by the Participants against all claims, disputes and liabilities pursuant to national law of HN.
9. Use all items, provided for temporary use, with care and return them to the appropriate HN military authorities prior to departure in the same condition in which they were received, except for wear and tear encountered during normal use.

**ARTICLE 7**

**LOGISTICS AND FINANCIAL RESPONSIBILITIES IN CASE OF UNFORESEEN EVENTS**

In case of unforeseen events, e.g. helicopter malfunction or bad weather conditions:

1. The HN will:

* 1. Authorize and arrange for the use/supply of local resources, to meet the requirements of the VF for stores and equipment, including fuel, rations, equipment, vehicles, communication facilities/capabilities, premises and hospitalization;
	2. Authorize, subject to proper notification, the entering into, movement within and carrying the materiel out of the Slovenian territory as required by the VF for the purpose of redeployment;
	3. Notify the VF of specific requirements for managing the safe entering into, movement within, and carrying the hazardous materials out of its territory;
	4. Provide liaison staff as interpreters and representatives of the advisory service, if requested;
	5. Provide contracting guidance and assistance to VF upon their request. The VF may procure supplies and services locally on the same terms as offered to the HN Armed Forces.
	6. Provide technical assistance for the repair of defects in accordance to their own available capabilities.

2. The VF will:

* 1. Provide liaison personnel to co-ordinate all logistic activities with local and civil authorities and at entry/exit points, if required.
	2. Reimburse HN, as outlined in Article 6.2, for all requested goods and services in case of unforeseen events rendered by the military authorities of the HN, save for those items provided for temporary use. Any items provided to the VF for temporary use in case of unforeseen events will be used with care and returned to the appropriate HN military authorities prior to departure in the same condition in which they were received, except for wear and tear encountered during normal use.

**ARTICLE 8**

**COMMAND, CONTROL AND COMMUNICATION**

1. Operational command and control will be carried out by the Exercise “AS18” directing staff in the Jernej Molan Military Post in Cerklje ob Krki.
2. All VF requirements or modifications of requirements towards the HN during the execution of the Exercise AS18 will be submitted to the directing staff of the Exercise “AS 18” by the VF representative.
3. For the purposes of the Exercise "AS 18", the HN will provide frequencies for individual operating points for purposes of air-ground-air (AGA) communication and one frequency for aircraft communication, as well as the frequencies for air traffic control. All details will be defined in Special Instructions (SPINS) that will be submitted to the HN by the VFs in due time.
4. The VF will be obligated to send a timely NATO frequency request (NATO 14POINT) and all other requests (control and guidance of UAVs, VDL, Link 16, multiple frequencies for aircraft communication, possible ground connections and others) at the dates set down at the planning conferences to the following address: adriaticstrike.cis@mors.si.
5. The VF will ensure radio devices with associated equipment (batteries, battery chargers) that will enable communication with the aircraft within the 118 to 512Mhz frequency range (e.g.: Harris 7800M HH, 152, 117, Thales MBITR, Multiband-Radio Tadiran etc.) for all JTACs.
6. Command, control and communications will be detailed in the exercise execution order for the Exercise “AS 18” and the exercise plan (EXEPLAN) that will be submitted to the VF in a timely manner.

**ARTICLE 9**

**DISCIPLINARY LIABILITY AND CRIMINAL JURISDICTION**

1. Criminal and disciplinary jurisdiction will be carried out in accordance with Article VII of the NATO/PfP SOFA.
2. In case the competent HN authorities detain a member of a VF, the following should be informed immediately: Exercise AS18 directing staff and the highest representatives of the HN and VF. The latter will further inform their competent military bodies thereof.

**ARTICLE 10**

**CLAIMS AND LIABILITIES**

1. All claims arising out of, or in connection with this TA will be resolved in accordance with Article VIII of the NATO/PfP SOFA.

2. Claims not covered by NATO/PfP SOFA will be dealt with in accordance with applicable agreements, national and international law, rules and regulations.

**ARTICLE11**

**SAFETY OF FORCES, SECURITY AND PROTECTION OF INFORMATION**

1. All classified information and material exchanged or generated in connection with this TA will be used, transmitted, stored, handled and safeguarded in accordance with the NATO regulations or relevant international laws and agreements as applicable.
2. Force protection
3. The HN has the primary responsibility for the protection of the VF on Slovenian territory. The implementation of additional force protection measures by the HN, if any, will depend upon the threat assessment provided by the HN national agencies.
4. Force Protection measures during the Exercise “AS18” will focus on preventive security measures for the safety of all the forces and their equipment. The HN is responsible for security of the exercise areas, facilities or devices and airspace.
5. In the event of a request for stricter measures, the VF will submit the request to the HN.

**ARTICLE 12**

**MEDICAL AND DENTAL CARE**

1. Emergency health assistance and consultations provided by the military medical services and evacuations by military transport, where available, will be free of charge.
2. Medical and dental care will be provided under the same conditions as for the HN Armed Forces members in accordance with Paragraph 5 of Article IX of NATO SOFA.
3. All persons deployed to the HN territory on the basis of this TA must arrange appropriate health insurance prior to their arrival to the territory of the HN for reasons of payment of possible medical treatment costs.
4. Costs incurred from the public healthcare providers for VF personnel will be covered by a relevant VF under the prices applicable in the HN at the time.
5. HN will provide one medical NCO as liaison personnel, who will help with the administrative work in case of any medical assistance.
6. The VF will be responsible for ensuring that its personnel is fit in terms of health for the participation in the Exercise “AS18” and that they don’t have any physical or personal inconvenience in this context.
7. The individual participants of the VF will deploy with their individual chronic medication.
8. Where assistance will be required from the HN to transfer injured personnel to a hospital of the VF’s choice using HN assets, the VF will accept responsibility for any reimbursement required for the transportation costs involved.
9. Strategic aeromedical evacuation will be a VF responsibility.
10. HN will provide assistance in order to help with contacts with public healthcare providers of the HN.

 **ARTICLE 13**

**INVESTIGATION PROCEDURES FOR ACCIDENTS / INCIDENTS**

1. The HN will handle any accident or incident involving an aircraft participating in the Exercise “AS18” in accordance with NATO STANAG 3531 on safety investigation and reporting of accidents/incidents involving military aircraft.
2. During the Exercise "AS18" the HN will provide a flight safety officer.

**ARTICLE 14**

**HANDLING A DEATH OF A MEMBER OF THE VF**

1. The death of a member of the VF on HN territory will be reported to the relevant HN authority. The death will be certified by an accredited doctor of the HN.

2. If the appropriate HN authority requires an autopsy to be carried out, it will be done by a HN doctor designated for this purpose. The HN will notify VF representative prior to an autopsy taking place. A doctor appointed by the VF authorities may also attend the autopsy.

3. The VF authorities will arrange for the handover of the body as soon as authorisation is received from the appropriate HN authority. Repatriation of the body will be in accordance with the HN regulations. The VF authorities will inform the HN authorities, on request, of the arrangements made for transporting the body out of the HN territory.

**ARTICLE 15**

**ENVIRONMENT PROTECTION**

1. The HN will provide VF with copies of environmental compliance rules or standards, which will be applied during the course of the Exercise “AS18”. The standards will be no higher than those for the HN Armed Forces. VF will respect these HN environmental standards.
2. VF will take all necessary measures in advance to prevent the pollution of underground resources, rivers and lakes.

**ARTICLE 16**

**BORDER CROSSING AND CUSTOMS PROCEDURES**

1. The VF will submit to the HN JOC NMCC (National Movement Coordination Cell) details of personnel and equipment participating in the Exercise “AS18” 21 days prior to their arrival (see Annex A - Request for Entry).
2. Members of VF will present on demand, upon entry into and exit from the territory of the HN, the following documents:

a) Identity card (with its number, showing the name, date of birth and rank);

b) Individual or collective movement order (NATO travel order as per STANAG 2456)

1. The VF may import and export free of duty all military equipment and assets required by the VF and reasonable quantities of provisions, supplies and other goods for the exclusive use of the VF. The VF will arrange a NATO 302 Form (see Annex A of STANAG 2456) for each vehicle crossing the HN border.

**ARTICLE 17**

**SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or application of this TA will be resolved by consultation between the Participants at the lowest possible level and will not be referred to any national or international tribunal or third party for settlement.

**ARTICLE 18**

**FINAL PROVISIONS**

1. This TA will come into effect on the date when it has been signed by the Ministry of Defence of the Republic of Slovenia and at least one more Participant. For all other Participants the TA will enter into effect on the date of their signature.
2. TA will remain in effect until the exercise is ended and VFhave departed from the territory of the HN. However, for financial purposes only, this TA will remain in effect until the payment for goods and services provided by the HN to the relavant VF have been completed under the provisions of this TA.
3. This TA may be amended at any time, by written mutual consent of the Participants.
4. This TA may be terminated by mutual consent of the Participants. Each Participant may terminate this TA giving written notice to the other ParticipantsIn that case the termination will be effective 30 days after arrival of the notification.
5. In the event that this TA is terminated:
6. The provisions of Article 7 (Logistics and Finance Responsibilities in Case of Unforeseen Events), 10 (Claims and Liabilities), and 17 (Settlement of Disputes) will remain in effect until all outstanding payments, claims and disputes are finally settled;
7. The provisions of Article 11 (Security and Protection of Information) will remain in effect until all such information and material is either destroyed or returned to the originating Participant.
8. The TA will be signed in English language in a single original, which will be kept by the HN..

**Annexes:**

Annex A: Request for visit/transit Slovenia,

 Attachment- Request for visit/transit Slovenia

Annex B: Note of Joining

|  |  |
| --- | --- |
| **For the Ministry of Defence of the Republic of Slovenia****Date** |  |

**For the Ministry of Defence of Hungary**

**Date**

**For The Former Yugoslav Republic of Macedonia:**

**Date**

**For the Ministry of Defence of Montenegro**

**Date**

**For the Ministry of Defence of the Czech Republic**

**Date**

**For the Minister of Defence of the Kingdom of Belgium**

**Date**

|  |
| --- |
| **For the Minister of Defence of the Kingdom of the Netherlands****Date** |

**For the Ministry of Defence of the Republic of Croatia**

**Date**

**For the Ministry of Defence of the Republic of Latvia**

**Date**

**For The Lithuanian armed forces:**

**Date**

**For The Federal Minister of The Republic of Austria,**

**Date**

**For Canadian Armed Forces:**

**Date:**

**For the Danish Ministry of Defence**

**Date**

**For the Minister of the Armed Forces of the French Republic:**

**Date**

**For the Federal Ministry of Defence of Germany:**

**Date**

**For the Ministry of Defence of the Republic of Albania:**

**Date**

**For the Ministry of Defence of the Italian Republic:**

**Date**

**For the Ministers of National Defence of Poland:**

**Date**

**For the Romanian Minister of national Defence:**

**Date**

**For the Ministry of Defence of the Slovak Republic:**

**Date**

**For the Ministry of Defence of the kingdom of Spain:**

**Date**

**For the Ministry of Defence of the republic of Estonia:**

**Date**

**Annex B**

**NOTE OF JOINING**

**TO THE**

Technical Arrangement

between

The Ministry of Defence of The Republic of Slovenia,

Ministry of Defence of \_\_\_\_\_\_\_\_\_\_

The Ministry of Defence\_\_\_\_\_\_\_\_\_,

The Ministry of Defence of\_\_\_\_\_\_\_\_,

concerning

the conduct and the provision of Host Nation Support

during

**Exercise “Adriatic Strike 2018”**

**….**

Slovenia

The...............................……………........, represented by …………...............................

……………………………………………………………………………………………..........

Having decided that the Armed Forces of ……….......................................................... will participate in exercise “Adriatic Strike 2018” as an Observer;

Desiring to participate in the arrangements with respect to the Host Nation Support and the financial and other responsibilities of the Republic of Slovenia (the Host Nation) and the other Visiting Forces relating to the support of such armed forces during the exercise “Adriatic Strike 2018”;

ELECTS TO PARTICIPATE IN, AND TO ABIDE BY, THE PROVISIONS ARRANGED IN

Technical Arrangement between The Ministry of Defence of The Republic of Slovenia, Ministry of Defence\_\_\_\_\_\_\_\_\_ The Ministry of Defence\_\_\_\_\_\_\_, concerning the conduct and the provision of Host Nation Support during Exercise “Adriatic Strike 2018”,\_\_\_\_ June 2018, Slovenia, as follows:

As an *observer* (described in the TA as an “*observer"*), for the exercise “Adriatic Strike 2018” planning, preparation and play through above-mentioned TA.

The *……….…........(observer)*, agrees, that the status of the members of its Armed Forces will be determined in accordance with NATO/PfP SOFA/HN national legislation.

For .....................................................……………. (Observer):

………………….....................................................

………………….....................................................

Date: ....................................

For the Ministry of Defence of the Republic of Slovenia:

...............................................................................................................

...............................................................................................................

Date: ..................................

**TEHNIČNI DOGOVOR**

**MED**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE**

**IN**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE ALBANIJE**

**IN**

**ZVEZNIM MINISTRSTVOM ZA OBRAMBO REPUBLIKE AVSTRIJE**

**IN**

**MINISTROM ZA OBRAMBO KRALJEVINE BELGIJE**

**IN**

**KANADSKIMI OBOROŽENIMI SILAMI**

**IN**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE HRVAŠKE**

**IN**

 **MINISTRSTVOM ZA OBRAMBO ČEŠKE REPUBLIKE**

**IN**

**DANSKIM MINISTRSTVOM ZA OBRAMBO**

**IN**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE ESTONIJE**

**IN**

**MINISTROM ZA OBRAMBO FRANCOSKE REPUBLIKE**

**IN**

**ZVEZNIM MINISTRSTVOM ZA OBRAMBO ZVEZNE REPUBLIKE NEMČIJE**

**IN**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE MADŽARSKE**

**IN**

**MINISTRSTVOM ZA OBRAMBO ITALIJANSKE REPUBLIKE**

**IN**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE LATVIJE**

**IN**

**LITVANSKIMI OBOROŽENIMI SILAMI**

**IN**

**NEKDANJO JUGOSLOVANSKO REPUBLIKO MAKEDONIJO[[2]](#footnote-2)\***

**IN**

**MINISTRSTVOM ZA OBRAMBO ČRNE GORE**

**IN**

**MINISTROM ZA NACIONALNO OBRAMBO POLJSKE**

**IN**

**MINISTROM ZA OBRAMBO KRALJEVINE NIZOZEMSKE**

**IN**

**MINISTROM ZA NARODNO OBRAMBO ROMUNIJE**

**IN**

**MINISTRSTVOM ZA OBRAMBO SLOVAŠKE REPUBLIKE**

**IN**

**MINISTRSTVOM ZA OBRAMBO KRALJEVINE ŠPANIJE**

**O**

**IZVAJANJU IN ZAGOTAVLJANJU PODPORE DRŽAVE GOSTITELJICE**

**MED**

**VAJO ADRIATIC STRIKE 2018**

 **Junij 2018**

**SLOVENIJA**

**UVOD**

Ministrstvo za obrambo Republike Slovenije, Ministrstvo za obrambo Republike Albanije, zvezni minister za obrambo Republike Avstrije, minister za obrambo Kraljevine Belgije, Kanadske oborožene sile, Ministrstvo za obrambo Republike Hrvaške, Ministrstvo za obrambo Češke republike, Dansko ministrstvo za obrambo, Ministrstvo za obrambo Republike Estonije, minister za obrambo Francoske republike, Zvezno ministrstvo za obrambo Zvezne republike Nemčije, Ministrstvo za obrambo Republike Madžarske, Ministrstvo za obrambo Italijanske republike, Ministrstvo za obrambo Republike Latvije, Litvanske oborožene sile, Nekdanja jugoslovanska Republika Makedonija, Ministrstvo za obrambo Črne gore, Minister za obrambo Kraljevine Nizozemske, Minister za nacionalno obrambo Poljske, romunski minister za nacionalno obrambo, Ministrstvo za obrambo Slovaške republike in Ministrstvo za obrambo kraljevine Španije,

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v nadaljnjem besedilu udeleženci, so

OB UPOŠTEVANJU Severnoatlantske pogodbe, sklenjene v Washingtonu 4. aprila 1949, zlasti 3. člena;

OB UPOŠTEVANJU določb Sporazuma med pogodbenicami Severnoatlantske pogodbe o statusu njihovih sil (Nato SOFA), sklenjenega v Londonu 19. junija 1951;

OB UPOŠTEVANJU določb Sporazuma med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo v Partnerstvu za mir, glede statusa njihovih sil (PzM SOFA), vključno z Dodatnim protokolom k temu sporazumu z dne 19. junija 1995;

Z ŽELJO okrepiti sodelovanje na področju obrambe, še posebej na področju zmogljivosti kontrolorjev združenih ognjev (zmogljivosti KZO);

IN OB UPOŠTEVANJU potreb enot gostujočih sil, kar zadeva podporo države gostiteljice, medtem ko so sile razporejene v Republiki Sloveniji,

 DOSEGLI naslednje soglasje:

**1. ČLEN**

**OPREDELITEV IZRAZOV**

V tem tehničnem dogovoru se uporabljajo naslednje opredelitve izrazov:

1. Vaja AS18: večnacionalna vaja ADRIATIC STRIKE 2018, ki bo potekala v Sloveniji od 4. do 8. junija 2018.
2. Gostujoče sile: vojaške enote oboroženih sil Republike Avstrije, Ministrstvo za obrambo Republike Albanije, minister za obrambo Kraljevine Belgije, Kanadske oborožene sile, Ministrstvo za obrambo Republike Hrvaške, Ministrstvo za obrambo Češke republike, Dansko ministrstvo za obrambo, Ministrstvo za obrambo Republike Estonije, minister za obrambo Francoske republike, Zvezno ministrstvo za obrambo Zvezne republike Nemčije, Ministrstvo za obrambo Republike Madžarske, Ministrstvo za obrambo Italijanske republike, Ministrstvo za obrambo Republike Latvije, Litvanske oborožene sile, Nekdanja jugoslovanska Republika Makedonija, Ministrstvo za obrambo Črne gore, minister za obrambo Kraljevine Nizozemske, minister za nacionalno obrambo Poljske, romunski minister za nacionalno obrambo, Ministrstvo za obrambo Slovaške republike in Ministrstvo za obrambo kraljevine Španije ob napotitvi na ozemlje Republike Slovenije za izvajanje vaje AS18. Izraz gostujoče sile vključuje vse zaloge, material in živež ter civilne sestavine teh sil, kot je opredeljeno v Nato/PzM SOFA.
3. Država gostiteljica: Republika Slovenija, ki sprejme in začasno gosti gostujoče sile na svojem ozemlju med vajo AS18.
4. Podpora države gostiteljice: civilna in vojaška pomoč, ki jo država gostiteljica zagotavlja gostujočim silam med vajo AS18.
5. Vadišča: območja na ozemlju Slovenije, na katerih po potekal del vaje AS18. Del vaje, ki po potekal na vadišču Poček, bo vključeval bojno delovanje z uporabo ognja (uporaba letal, helikopterjev, artilerije in pehote). Na drugih območjih vaje bo potekalo bojno delovanje s simulacijo uporabe ognja brez bojnega streljanja, z uporabo sredstev za usposabljanje in vadbenega streliva. Druga območja so Celje, Trbovlje, Primoži, Črnomelj, Korošica in Cerklje ob Krki.
6. Opazovalci: predstavniki oboroženih sil, ki niso udeleženci, se lahko pridružijo vaji AS18 na podlagi povabila, tako da z državo gostiteljico podpišejo noto o pristopu k temu tehničnemu dogovoru (vzorec note o pristopu je v prilogi B k temu tehničnemu dogovoru). Njihova udeležba je omejena izključno na opazovanje dejavnosti, ki bodo potekale med vajo AS18, skladno s predpisi države gostiteljice in navodili organizatorjev vaje. Status opazovalcev predstavnikov iz držav, ki niso članice Nato/PzM, se določi skladno z nacionalno zakonodajo države gostiteljice.

**2. ČLEN**

**NAMEN IN PODROČJE UPORABE**

1. Namen tega tehničnega dogovora je opredeliti obveznosti in splošna načela izvajanja vaje AS18 in zagotavljanja podpore države gostiteljice. Tehnični dogovor opisuje tudi standarde, vrsto, raven in načine podpore, ki jo država gostiteljica zagotavlja gostujočim silam med vajo AS18.
2. Ta tehnični dogovor ni v nasprotju z nacionalnim pravom udeležencev ali mednarodnim pravom. V primeru nasprotij prevlada veljavno nacionalno ali mednarodno pravo. Udeleženci se ob takšnih nasprotjih nemudoma medsebojno obvestijo.
3. Določbe Nato/PzM SOFA veljajo za vse aktivnosti, ki se izvajajo v povezavi s tem tehničnim dogovorom, razen če je to v tehničnem dogovoru določeno drugače.

**3. ČLEN**

**VELJAVNI DOKUMENTI**

1. Za zadeve, ki se obravnavajo v tem tehničnem dogovoru ali v sporazumu Nato/PzM SOFA, se uporabljajo naslednji dokumenti:
2. C-M(2002) (49) z dne 17. junija 2002 – Varnost v Organizaciji Severnoatlantske pogodbe (z vsemi spremembami).
3. NATO STANAG 3531: Varnostne preiskave in poročanje o nesrečah/izrednih dogodkih, v katere so vpleteni vojaški zrakoplovi in/ali izstrelki.
4. NATO STANAG 6025: Finančna načela in postopki zagotavljanja podpore in oblikovanja večnacionalnih dogovorov.
5. NATO STANAG 2034: Standardni postopki za medsebojno pomoč v logistiki.

**4. ČLEN**

**KONCEPT VAJE AS18**

1. Vaja AS18 se bo izvajala na OSVAD Poček in na naslednjih lokacijah: Celje, Trbovlje, Primoži, Korošica in Cerklje ob Krki.
2. Namen vaje AS18 je uriti kontrolorje združenih ognjev ter pilote države gostiteljice ob podpori kontrolorjev združenih ognjev in zračnih zmogljivosti gostujočih sil.
3. Osebja države gostiteljice, ki se bo usposabljalo na vaji AS18, bo do 300 in približno 200 oseb za podporo. Pripadniki gostujočih sil bodo nameščeni v vojaških objektih. Večina od njih bo v Novem mestu (35 km od letalske baze Cerklje), (cenik podpore države gostiteljice), nekateri pa bodo tudi v Ljubljani, Postojni in Gotenici. Na željo gostujočih sil bodo njihovi pripadniki lahko nastanjeni tudi zunaj vojaških objektov, kar je v pristojnosti gostujočih sil. V tem primeru bo država gostiteljica pomagala gostujočim silam pri urejanju zadev.
4. Časovnica vaje AS18:

– prihod osebja gostujočih sil in nastanitev: od 1. do 3. junija 2018,

– vaja AS18: od 4. do 8. junija 2018,

– predstavitev za vse udeležence,

– VIP-dan: 7. junij 2018,

– odhod pripadnikov gostujočih sil: od 8. do 10. junija 2018.

**5. ČLEN**

**OBVEZNOSTI DRŽAVE GOSTITELJICE**

1. Država gostiteljica zagotavlja naslednje blago in storitve **proti plačilu:**
2. zdravstveno in zobozdravstveno oskrbo pripadnikov gostujočih sil pri izvajalcih javne zdravstvene službe, skladno z 12. členom tega tehničnega dogovora;
3. blago in storitve, zahtevane v primeru izrednih dogodkov (skladno z določbami 7. člena);
4. oskrbo z gorivom in mazivi za vozila in zrakoplove (gorivo za zrakoplove: na razpolago v letalski bazi; gorivo za vozila: dostopno na civilnih bencinskih servisih);
5. nastanitev in prehrano pripadnikov gostujočih sil po sprejetem ceniku.
6. Država gostiteljica zagotavlja naslednje storitve **brezplačno:**
7. vojaško osebje oboroženih sil države gostiteljice za spremstvo zrakoplovov, če se tako zahteva;
8. angleško govorečega častnika ali podčastnika kot osebo za stike, ki gostujočim državam, če je treba, pomaga med vajo AS18;
9. storitve kontrole zračnega prometa, storitve za pristajanje in parkirne površine na vojaških pristajališčih države gostiteljice;
10. interni sistem vojaških zvez ali komunikacij, skladno z zahtevami vaje AS18, elektronsko in radijsko opremo za povezavo med vodstvom vaje in posameznimi delovnimi točkami;
11. dovoljenje za uporabo zračnega prostora države gostiteljice na podlagi zahtevka;
12. zdravstveno in zobozdravstveno oskrbo skladno z opisom v 12. členu;
13. vojaški cestni prevoz osebja in opreme po letalski bazi;
14. storitve prevajanja in tolmačenja, če so potrebne.
15. Druge obveznosti države gostiteljice so:
	1. dovoljenje gostujočim silam, da za namene vaje AS18 uporabljajo svoje nacionalne zračne poti, ki temeljijo na načrtih, ki jih je odobrila Kontrola zračnega prometa Slovenije (KZPS, d. o. o.);
	2. sprejetje vseh potrebnih ukrepov za uporabo letaliških objektov, zračnih poti in prometnih poti, da se omogočijo vstop, sprejem in razporeditev gostujočih sil;
	3. svetovanje o veljavnih okoljskih predpisih, ki veljajo med vajo AS18, predvsem o ustreznih predpisih in postopkih glede varovanja okolja na vadišču;
	4. izvajanje vseh nalog oboroženega varovanja;
	5. zagotovitev, kolikor je to mogoče, da je kakovost blaga in storitev, zagotovljenih gostujočim silam, enaka kakovosti blaga in storitev, zagotovljenih vojaškemu osebju države gostiteljice primerljivega čina ali položaja, razen če se udeleženci med seboj ne dogovorijo drugače;
	6. zagotovitev častnikov za zvezo na področju vzdrževanja, transporta in nabav, ki pomagajo pri pridobivanju podpore iz baze države gostiteljice in drugega potrebnega podpornega osebja (za varnost, recepcijo, menzo itn.);
	7. zagotovitev letališke opreme za podporo zrakoplovom pri zagonu motorja;
	8. zagotavljanje komunikacij: zagotavljanje običajnih zvez za poveljevanje in kontrolo (stik s stolpom, poveljniško mesto, intervencijsko ukrepanje ob izrednih dogodkih itn.);
	9. ukrepanje ob nesrečah: zagotavljanje razpoložljivih nujnih ukrepov (gašenje požarov, izvleka posadke, zdravniška oskrba itn.);
	10. zagotovitev vseh potrebnih vremenskih informacij (vremenska napoved, poročila itn.);
	11. zagotovitev vseh potrebnih pogojev za varno izvajanje vseh vnaprej pripravljenih dejavnosti, usposabljanj in vaj;
	12. zagotovitev ustreznih dostopov ob VIP-dnevu za predstavnike medijev ter skrb za njihovo varnost in nemoten dostop do vnaprej določenih območij gibanja, ob upoštevanju vseh varnostnih predpisov;
	13. država gostiteljica za gostujoče sile zagotavlja storitve na podlagi izjave o potrebah in skladno z zmogljivostmi podpore države gostiteljice. Gostujoče sile morajo izjavo o potrebah predložiti državi gostiteljici pravočasno in skladno s terminskimi načrti, določenimi na načrtovalnih konferencah. Država gostiteljica ustrezno obvesti gostujoče sile o ugoditvi njihovim zahtevam. Vse spremembe ali nove zahteve gostujočih sil do države gostiteljice v času izvajanja vaje posreduje predstavnik gostujočih sil vodstvu vaje AS18;
	14. zagotovitev vseh potrebnih geoprostorskih informacij (zemljevidov, slikovnega materiala ipd.).

**6. ČLEN**

**OBVEZNOSTI GOSTUJOČIH SIL**

1. Gostujoče sile **plačajo** naslednje storitve:
2. zdravstveno in zobozdravstveno oskrbo, skladno z 12. členom tega tehničnega dogovora, razen oskrbe, ki jo država gostiteljica zagotavlja kot brezplačno nujno zdravstveno pomoč;
3. drugo blago in storitve, zahtevane v primeru izrednih dogodkov (skladno z določbami 7. člena) – nepredvideni dogodki;
4. oskrbo z gorivom in mazivi za vozila in zrakoplove;
5. nastanitev in prehrano za osebje gostujočih sil po sprejetem ceniku.
6. Gostujoče sile s podpisom potrdijo vse prejete storitve in hranijo izvode vseh potrdil o prejemu ter vsa plačila poravnajo v evrih najpozneje v 60 dneh po prejemu računov. Skladno s tem tehničnim dogovorom se plačila državi gostiteljici izvršijo na bančni račun:

 Ime banke: Banka Slovenije

 Slovenska cesta 35

 1505 Ljubljana

 Slovenija

BIC koda: BSLJSI2X

Račun upravičenca: št. (IBAN): SI 56011006370191114

Naslov upravičenca: Republika Slovenija

 Ministrstvo za obrambo

 Vojkova cesta 55

 1000 Ljubljana, SLOVENIJA

Druge obveznosti gostujočih sil so:

1. izjavo o zahtevah morajo predložiti državi gostiteljici pravočasno in skladno s terminskimi načrti, določenimi na načrtovalnih konferencah;
2. zagotoviti morajo vse potrebne tehnične podatke za zrakoplove, nadomestne dele, orodja in dodatno opremo;
3. zagotoviti morajo specifikacije orožja in platform za državo gostiteljico, skladno z določbami Elaborata poligona Postojna, za potrebe bojnega streljanja;
4. izvesti morajo vajo AS18 in uporabiti nastanitvene prostore ter zmogljivosti države gostiteljice skladno s postopki države gostiteljice;
5. spoštovati morajo okoljske predpise in postopke, povezane z izvedbo vaje AS18, ter vse druge predpise, ki veljajo v državi gostiteljici o skladiščenju, prevažanju in odlaganju nevarnih snovi;
6. zagotoviti morajo lastna sredstva zvez za kontrolorje združenih ognjev za komunikacijo zrak-zemlja-zrak na posameznih delovnih točkah;
7. vsa svoja vozila in opremo, vključno z zračno in kopensko opremo, morajo ustrezno zavarovati za primer terjatev, sporov in odškodninske odgovornosti, skladno z nacionalno zakonodajo države gostiteljice;
8. vsa sredstva, namenjena začasni uporabi, se uporabljajo skrbno in se pred odhodom vrnejo ustreznim vojaškim organom države gostiteljice v enakem stanju, kot so bila prejeta, razen fizične obrabe, ki je posledica običajne uporabe.

**7. ČLEN**

**LOGISTIČNE IN FINANČNE OBVEZNOSTI OB NEPREDVIDENIH DOGODKIH**

Ob nepredvidenih dogodkih, na primer ob motnjah v delovanju helikopterja ali ob slabih vremenskih razmerah:

1. Država gostiteljica:

* 1. odobri in uredi vse potrebno za uporabo oziroma dobavo lokalnih virov za izpolnitev zahtev gostujočih sil glede zalog in opreme, vključno z gorivom, obroki hrane, opremo, vozili, komunikacijami, prostori/zmogljivostmi in bolnišničnim zdravljenjem;
	2. dovoli, če je o tem ustrezno obveščena, uvoz opreme na slovensko ozemlje, premike opreme po ozemlju Slovenije in izvoz opreme s svojega ozemlja, skladno s potrebami gostujočih sil za namene prerazporeditve;
	3. obvesti gostujoče sile o posebnih zahtevah za varen uvoz nevarnih snovi na svoje ozemlje, njihov prevoz po svojem ozemlju in izvoz s svojega ozemlja;
	4. zagotovi, če je potrebno, osebje za zvezo, kot so prevajalci in predstavniki svetovalne službe;
	5. na zahtevo gostujočih sil zagotovi navodila glede sklepanja pogodb in pomoč. Gostujoče sile lahko blago in storitve nabavljajo na lokalnem trgu pod enakimi pogoji, kot veljajo za oborožene sile države gostiteljice;
	6. zagotovi tehnično pomoč za odpravo okvar, skladno z lastnimi razpoložljivimi zmogljivostmi.

2. Gostujoče sile:

* 1. zagotovijo osebje za zvezo, ki vse logistične dejavnosti, če je treba, uskladi z lokalnimi in civilnimi organi ter na točkah vstopa oziroma izstopa;
	2. povrnejo državi gostiteljici stroške vseh zahtevanih dobav blaga in storitev, nastalih zaradi nepredvidenih dogodkov, ki so jih zagotovili vojaški organi države gostiteljice, razen sredstev, ki so bila dana v začasno uporabo. Vsa sredstva, ki se gostujočim silam zagotovijo v začasno uporabo, se uporabljajo skrbno in se pred odhodom vrnejo ustreznim vojaškim organom države gostiteljice v enakem stanju, kot so bila prejeta, razen fizične obrabe, ki je posledica običajne uporabe.

**8. ČLEN**

**POVELJEVANJE, KONTROLA IN KOMUNIKACIJE**

1. Operativno poveljevanje in kontrolo zagotavlja vodstvo vaje AS18 v Vojašnici Jerneja Molana v Cerkljah ob Krki.
2. Vse spremembe ali nove zahteve gostujočih sil do države gostiteljice v času izvajanja vaje posreduje predstavnik gostujočih sil vodstvu vaje AS18.
3. Za namene vaje AS18država gostiteljica zagotovi frekvence za posamezne delovne točke za komunikacijo zrak-zemlja-zrak (AGA) in eno frekvenco za povezavo med zrakoplovi ter frekvence za kontrolo zračnega prometa. Vse podrobnosti se opredelijo v posebnih navodilih za letenje (SPINS), ki jih gostujoče sile pravočasno posredujejo državi gostiteljici.
4. Gostujoče sile morajo Natov zahtevek za frekvenco (NATO 14POINT) in vse druge zahtevke (za nadzor in vodenje brezpilotnih zrakoplovov, za prenos slike z letalskega senzorja (VDL), Link 16, več frekvenc za povezavo med zrakoplovi, morebitne zemeljske povezave in drugo) pravočasno posredovati na naslov adriaticstrike.cis@mors.si.
5. Gostujoče sile zagotovijo radijske naprave s pripadajočo opremo (baterije, polnilci baterij), ki omogočajo komunikacijo z zrakoplovi v frekvenčnem območju od 118 do 512 Mhz (npr. Harris 7800M HH, 152, 117, Thales MBITR, večpasovni radio Tadiran itn.) za vse kontrolorje združenih ognjev.
6. Poveljevanje, kontrola in komunikacije se podrobno opredelijo z ukazom za izvedbo vaje AS18 in načrtom za vajo (EXEPLAN), ki se pravočasno posredujeta gostujočim silam.

**9. ČLEN**

**DISCIPLINSKA ODGOVORNOST IN KAZENSKA JURISDIKCIJA**

1. Kazenska in disciplinska jurisdikcija se izvaja v skladu s VII. členom Nato SOFA.
2. Če pristojni organi oblasti države gostiteljice pridržijo pripadnika gostujočih sil, je treba o tem nemudoma obvestiti: vodstvo vaje AS18 ter najvišje predstavnike države gostiteljice in gostujočih sil. Ti o tem naprej obvestijo svoje pristojne vojaške organe.

**10. ČLEN**

**TERJATVE IN ODŠKODNINSKA ODGOVORNOST**

1. Terjatve, ki izhajajo iz tega tehničnega dogovora in so povezane z njim, se obravnavajo skladno z VIII. členom Nato/PzM SOFA.

2. Terjatve, ki niso zajete v sporazumu Nato/PzM SOFA, se obravnavajo skladno z veljavnimi sporazumi, z nacionalno in mednarodno zakonodajo ter s pravili in predpisi.

**11. ČLEN**

**ZAŠČITA SIL, VARNOST IN VAROVANJE INFORMACIJ**

1. Vse informacije in oprema z oznako tajnosti, ki se izmenjujejo ali nastanejo v zvezi s tem tehničnim dogovorom, se uporabljajo, prenašajo, hranijo, obravnavajo in varujejo skladno s predpisi Nata ali z veljavnim mednarodnim pravom in mednarodnimi dogovori.
2. Zaščita sil
3. Država gostiteljica je primarno odgovorna za zaščito gostujočih sil na slovenskem ozemlju. Morebitni dodatni ukrepi za zaščito sil, ki jih izvaja država gostiteljica, so odvisni od ocene grožnje, ki jo zagotovijo nacionalne agencije države gostiteljice.
4. Ukrepi za zaščito sil med vajo AS18 so osredotočeni na preventivne varnostne ukrepe za varnost vseh sil in njihove opreme. Država gostiteljica je odgovorna za varnost vadišč, objektov oz. naprav in zračnega prostora.
5. V primeru zahteve po strožjih ukrepih gostujoče sile podajo zahtevek državi gostiteljici.

**12. ČLEN**

**ZDRAVSTVENA IN ZOBOZDRAVSTVENA OSKRBA**

1. Nujna zdravstvena pomoč in svetovanje, ki ju zagotovijo vojaške zdravstvene službe ter evakuacija z vojaškimi transportnimi sredstvi, kjer je ta na voljo, so brezplačni.
2. Zdravstvena in zobozdravstvena oskrba se zagotovita pod enakimi pogoji kot za pripadnike oboroženih sil države gostiteljice, skladno s 5. odstavkom IX. člena Nato SOFA.
3. Osebe, razmeščene na ozemlju države gostiteljice na podlagi tega tehničnega dogovora, morajo pred prihodom na ozemlje države gostiteljice priskrbeti ustrezno zdravstveno zavarovanje zaradi plačila morebitnih stroškov zdravljenja.
4. Stroške zdravljenja pripadnikov gostujočih sil pri izvajalcu javne zdravstvene službe krijejo zadevne gostujoče sile po takrat veljavnih cenah v državi gostiteljici.
5. Država gostiteljica zagotovi zdravstvenega podčastnika, ki ob zagotavljanju zdravniške pomoči pomaga pri administrativnem delu.
6. Gostujoče sile morajo poskrbeti, da je njihovo osebje zdravo in sposobno sodelovati na vaji AS18 in da v zvezi s tem nima fizičnih ali osebnih težav.
7. Na vaji lahko sodelujejo tudi posamezni pripadniki gostujočih sil, ki se zdravijo zaradi kronične bolezni.
8. Če je potrebna pomoč gostujoče sile pri prevozu poškodovanega osebja s sredstvi države gostiteljice v bolnišnico, ki jo izbere gostujoča sila, mora ta povrniti nastale prevozne stroške.
9. Strateška zdravstvena evakuacija je v pristojnosti gostujočih sil.
10. Država gostiteljica pomaga pri stikih z izvajalci javne zdravstvene službe.

 **13. ČLEN**

**PREISKAVA NESREČ/IZREDNIH DOGODKOV**

1. Država gostiteljica obravnava vsako nesrečo ali izredni dogodek, v katerega je vpleten zrakoplov, ki sodeluje na vaji AS18, skladno z določbami Nato Stanaga 3531 o varnostnih preiskavah in poročanju o nesrečah oziroma izrednih dogodkih, v katere so vpleteni vojaški zrakoplovi.
2. Med vajo AS18 država gostiteljica zagotovi častnika za varnost letenja.

**14. ČLEN**

**RAVNANJE OB SMRTI PRIPADNIKA GOSTUJOČIH SIL**

1. O smrti pripadnika gostujočih sil na ozemlju države gostiteljice se poroča ustreznim organom države gostiteljice. Smrt potrdi pooblaščeni zdravnik države gostiteljice.

2. Če pristojni organ države gostiteljice zahteva obdukcijo, jo opravi zdravnik države gostiteljice, ki je določen za ta namen. Država gostiteljica o obdukciji predhodno obvesti predstavnika gostujočih sil. Obdukciji lahko prisostvuje tudi zdravnik, ki ga določijo organi gostujočih sil.

3. Organi gostujočih sil uredijo izročitev umrlega takoj, ko od ustreznega organa države gostiteljice prejmejo odobritev. Vrnitev umrlega v domovino poteka skladno s predpisi države gostiteljice. Organi gostujočih sil na zahtevo obvestijo organe države gostiteljice glede ureditve prevoza umrlega z ozemlja države gostiteljice.

**15. ČLEN**

**VARSTVO OKOLJA**

1. Država gostiteljica priskrbi gostujoči sili kopije pravilnikov oziroma standardov o varstvu okolja, ki veljajo med vajo AS18. Ti standardi niso strožji od standardov za oborožene sile države gostiteljice. Gostujoče sile spoštujejo okoljske standarde države gostiteljice.
2. Gostujoče sile sprejmejo vse potrebne ukrepe za preprečevanje onesnaženja podtalnih vodnih virov, rek in jezer.

**16. ČLEN**

**PREČKANJE MEJE IN CARINSKI POSTOPKI**

1. Gostujoče sile 21 dni pred svojim prihodom posredujejo združenemu operativnemu centru države gostiteljice (nacionalni celici za koordinacijo premikov) podatke o osebju, ki sodeluje na vaji AS18, in o opremi, ki se uporablja v ta namen (glej prilogo A – Zahtevek za vstop).
2. Pripadniki gostujočih sil ob vstopu na ozemlje države gostiteljice in ob izstopu z njega na zahtevo predložijo naslednje dokumente:
	1. osebno izkaznico (s številko, imenom, datumom rojstva in činom);
	2. nalog za posamezne ali skupinske premike (Natov potni nalog, skladno s Stanagom 2456).
3. Gostujoče sile lahko brez dajatev uvozijo in izvozijo vojaško opremo in sredstva, ki jih potrebujejo, ter razumne količine živil, zalog in drugega blaga za izključno lastno uporabo. Vsako vozilo gostujočih sil, ki prečka mejo države gostiteljice, ima Natov obrazec 302 (glej prilogo A Stanaga 2456).

**17. ČLEN**

**REŠEVANJE SPOROV**

Morebitni spori glede razlaganja ali izvajanja tega tehničnega dogovora se rešujejo s posvetovanjem med udeleženci na najnižji možni ravni in se ne posredujejo v reševanje kateremu koli državnemu ali mednarodnemu sodišču ali tretji strani.

**18. ČLEN**

**KONČNE DOLOČBE**

1. Ta tehnični dogovor začne veljati z dnem podpisa Ministrstva za obrambo Republike Slovenije in vsaj še enega udeleženca. Za vse preostale udeležence začne veljati z dnem njihovega podpisa.
2. Dogovor velja do konca vaje in odhoda gostujočih sil z ozemlja države gostiteljice. Zaradi urejanja finančnih zadev ustrezne aktivnosti tega tehničnega dogovora veljajo, dokler niso izvedena plačila za blago in storitve, ki jih država gostiteljica zagotovi zadevnim gostujočim silam, skladno z določbami tega tehničnega dogovora.
3. Tehnični dogovor se lahko kadar koli spremeni ali dopolni s pisnim soglasjem udeležencev.
4. Tehnični dogovor lahko preneha veljati kadar koli s soglasjem udeležencev. Vsak udeleženec ga lahko prekine s pisnim obvestilom drugim udeležencem. V tem primeru prekinitev začne veljati v tridesetih dneh po prejemu obvestila.
5. Ob prenehanju veljave tehničnega dogovora:
6. veljajo določbe 7. (Logistične in finančne obveznosti ob nepredvidenih dogodkih), 10. (Terjatve in odškodninska odgovornost) in 17. člena (Reševanje sporov), dokler niso dokončno urejena vsa nerešena plačila, terjatve in spori.
7. veljajo določbe 11. člena (Zaščita sil, varnost in varovanje informacij), dokler niso vse takšne informacije in gradiva bodisi uničena ali vrnjena izvornemu udeležencu.
8. Tehnični dogovor je sestavljen v angleškem jeziku v enem izvirniku, ki ga hrani država gostiteljica.

**Priloge:**

Priloga A: Zahtevek za obisk Slovenije/tranzit po Sloveniji,

 Priponka Zahtevek za obisk Slovenije/tranzit po Sloveniji,

Priloga B: Nota o pristopu

|  |  |
| --- | --- |
| **Za Ministrstvo za obrambo Republike Slovenije****Datum** |  |

**Za Ministrstvo za obrambo Madžarske**

**Datum**

**Za Nekdanjo jugoslovansko republiko Makedonijo**

**Datum**

**Za Ministrstvo za obrambo Črne gore**

**Datum**

**Za Ministrstvo za obrambo Češke republike**

**Datum**

**Za ministra za obrambo Kraljevine Belgije**

**Datum**

|  |
| --- |
| **Za ministra za obrambo Kraljevine Nizozemske****Datum** |

**Za Ministrstvo za obrambo Republike Hrvaške**

**Datum**

**Za Ministrstvo za obrambo Republike Latvije**

**Datum**

**Za Litvanske oborožene sile**

**Datum**

**Za zveznega ministra Republike Avstrije**

**Datum**

**Za Kanadske oborožene sile**

**Datum:**

**Za Dansko ministrstvo za obrambo**

**Datum**

**Za ministra za obrambo Francoske republike**

**Datum**

**Za Zvezno ministrstvo za obrambo Zvezne republike Nemčije**

**Datum**

**Za Ministrstvo za obrambo Republike Albanije**

**Datum**

**Za Ministrstvo za obrambo Italijanske republike**

**Datum**

**Za ministra za nacionalno obrambo Poljske**

**Datum**

**Za romunskega ministra za nacionalno obrambo**

**Datum**

**Za Ministrstvo za obrambo Slovaške republike**

**Datum**

**Za Ministrstvo za obrambo kraljevine Španije**

**Datum**

**Za Ministrstvo za obrambo Republike Estonije**

**Datum**

**Priloga B**

**NOTA O PRISTOPU**

**K**

Tehničnemu dogovoru

med

Ministrstvom za obrambo Republike Slovenije,

Ministrstvom za obrambo \_\_\_\_\_\_\_\_\_\_,

Ministrstvom za obrambo \_\_\_\_\_\_\_\_\_,

Ministrstvom za obrambo \_\_\_\_\_\_\_\_,

o

izvajanju in zagotavljanju podpore države gostiteljice

med

**vajo Adriatic Strike 2018**

**….**

Slovenija

................................................................., ki ga zastopa ………………………………….

……………………………………………………………………………………………..........

ob odločitvi, da bodo oborožene sile ……….................................................... sodelovale na vaji Adriatic Strike 2018 kot opazovalke,

in ob želji, da bi sodelovale v dogovorih o podpori države gostiteljice ter finančnih in drugih obveznosti Republike Slovenije (države gostiteljice) in drugih gostujočih sil glede podpore teh oboroženih sil med vajo Adriatic Strike 2018,

SE ODLOČA ZA SODELOVANJE IN UPOŠTEVANJE DOLOČB

Tehničnega dogovora med Ministrstvom za obrambo Republike Slovenije, Ministrstvom za obrambo \_\_\_\_\_\_\_\_\_ in Ministrstvom za obrambo \_\_\_\_\_\_\_ o izvajanju in zagotavljanju podpore države gostiteljice med vajo Adriatic Strike 2018, \_\_\_\_\_\_ junija 2018, v Sloveniji, kot sledi:

*kot* opazovalec (v tehničnem dogovoru opisan kot *opazovalec*) za načrtovanje, pripravo in izvedbo vaje Adriatic Strike 2018 v zgoraj omenjenem tehničnem dogovoru.

*……….…........(opazovalec)* se strinja, da se status pripadnikov njegovih oboroženih sil določi skladno z Nato/PzM SOFA/nacionalno zakonodajo države gostiteljice.

Za .....................................................……………. (opazovalec):

………………….....................................................

………………….....................................................

Datum: ....................................

Za Ministrstvo za obrambo Republike Slovenije:

...............................................................................................................

...............................................................................................................

Datum: ..................................

**ANEKS A**

**Zahtevek za vstop/Request for Entry**

|  |  |  |  |
| --- | --- | --- | --- |
| **GENERALŠTAB Slovenske vojske/****Vojkova 55, 1000 Ljubljana****Faks:** **E-pošta:**  |  | **Številka reg.**./ *Registration-No:* | **Datum**/*Date* |
|  |  |       |       |
| **1. Prosilec**/*Requester* |
| **Ambasada/Vojaški ataše/NMCC**/*Embassy/Miltary Attaché Office/NMCC*        |
| **Ime referenta**/*Name of Action Officer*      | **Telefon**/*Telephone*      | **Telefaks**/*Telefax*      | **Podpis**/*Signature* |

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| --- |
| **2. Kraj potovanja**/*Destination*      |
| **Vojašnica***/Facility to be visited*       | **Naslov**/*Address*      |  |
| **Oseba za stike**/*Point of contact***(**Čin/Ime in priimek*/Rank/Name***)**      | **Telefonska št.**/*Telephone*      | **Telefaks**/*Telefax* |

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| **3. Vodja poti/Vodja transporta**/*Head of Delegation/Transport Commander in charge*      |
| **Čin**/*Rank*  | **Ime**/*Name* | **Funkcija**/*Funktion* | **Telefon**/*Telephone* |

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| **4. a Vzrok vstopa**/*Type of Entry* |
| [ ]  **Vstop**/*Entry* | [ ]  **Tranzit**/*Transit* |

|  |
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| **4. b Transportno sredstvo**/*Means of Transport* |
| [ ]  **Vojaško vozilo,** *Military Ground Vehicle(s)***[ ]  Železnica**/*Railway* | [ ]  **Vojaško zračno plovilo***/Military Aircraft* **Vojaški Diplo Clearance***:*[ ]  **Trajen**/*permanent* [ ]  **dodan zahtevek** / *request included*[ ]  **Vojaško pomorsko plovilo**/*Military Vessel* | [ ]  **Civilno plovilo**/*Civilian Aircraft*[ ]  **Civilno vozilo**/C*ivilian Vehicle***[ ]  Obrazec za najavo premika/** *Movement BID**included* |

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| **5. Mejna vstopna točka**/*Border Crossing Point (Slovenian point of entry)* |
|  | **Sosednja država/***Neighbouring State* | **Vstopna točka/***Point of Entry***ali***/or***Letališče***/Airport, Airfield* | **Št. ceste***/Road No.***ali***/or***Št. leta***/Flight No.* | **Datum/***Date*(dd.mm.llll)/*(dd.mm.yyyy*) | **Čas/***Time*(uu.mm)/(hh.mm) |
| **Vstop iz/***Entry from* |  |  |  |  |  |
| **Izhod v/***Exit to* |  |  |  |  |  |
| **Vstop iz****/***Entry from* |  |  |  |  |  |
| **Izhod v****/***Exit to* |  |  |  |  |  |

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| **6. Vozila/bojna vozila/vagoni (Podrobnosti pod št. 13*)/****Vehicles/Combat Vehicles/Railway Cars (details at No. 13)* |
| Število/*number* | Število/*number* | **Železnica***/Railway* Število*/No.* |
| **[ ]  Tovornjak/***Trucks* | **[ ]  Bojno vozilo/***combat vehs* | **[ ] Tovorni vlak***/Freight Cars* |
| **[ ]  Osebno vozilo/***Cars* |  | **[ ] Potniški vlak***/Passenger Coach* |
| **[ ]  Avtobus/***Bus* |  | **[ ] Drugo/***Others* |

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| **7. Orožje in strelivo, Nevarni tovor; Način transporta (Podrobnosti pod št. 13–15)** / *Weapons and ammunition, Hazard goods; Kind of Transport (details at Nos. 13 - 15)* |
| Orožje**/***Weapons Število/No.* | Nevarne snovi**/***Hazardous Goods* | Način. Trans.*/mode of transport* Št./*no.* |
| **[ ]  Vojaško orožje/***War weapons*  | **[ ] Strelivo** **[ ] Gorivo,mazivo/***fuels, lubricants* | **[ ]  Trans. voz./***transport veh.* |
| **[ ] Športno orožje/***sports weapons* | **[ ]  Drugo/***others* | **[ ]  Kontejner/** Container/*in bond (e.g. containers)* |

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| **8. Namen**/*purpose of transport* |
| [ ]  **UN/NATO/EU Misija**/Mission | [ ]  **Bilateralna vaja/***bilateral exercise* | [ ]  **Vzdrževanje/***maintenance* |
| [ ]  **NATO-Vaja/***NATO exercise* | [ ]  **Tekmovanje/***competition* | [ ]  **Konferenca/***conference* |
| [ ]  **Partnership for Peace (PfP)** | [ ]  **Rotacija/***troop exchange* | [ ]   **Obisk/***visit* |
| **Ime misije/vaje/tekmovanja**/*name of mission/exercise/competition*   |

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| **9. Obleka**/Clothes |
| Zaprosilo za uporabo uniforme/*application to wear uniform for* | [ ]  **Zadrževanje v Sloveniji/** *stay in Slovenia* | [ ]  **Tranzit/** *transit* |

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| **10**. **Prošnja za logistično podporo (v določenih primerih, najmanj 20 dni pred izvedbo/** *request for support measures (in specific cases, at least 20 days in advance)* |
| **[ ]  Spremstvo VP/***Military police support* | **[ ]  Prehrana/***troop catering* |
| **[ ]  Nastanitev/***accommodation* | **[ ]  Medicinska oskrba/***medical section support* |
| **[ ]  Gorivo (polnjenje)/***fuel (refuelling****)*** |  |
| Časovnica*/period of time*      | Lokacija*/location*      |

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| **11. Izjava**/*Declarations* |
| [ ]  Seznanjen sem s predpisi (prilogi A in B evropskega ADR-sporazuma). Za železnico (del 1 – 7 RID)/*The regulation for the transport of hazardous goods by road (Annex A and B of the European ADR Agreement) and by rail (parts 1 – 7 of the RID) are known and will be complied with*[ ]  Mankajoči dokumenti bodo poslani pred vstopom v državo/*Any missing annexes will be submitted in time prior to entry/transit (e.g. list of war weapons)* |

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| **12. Osebe ki vstopajo v državo**/*Persons entering the Country*  |
| Ime/*Name* | Priimek/*Last Name* | Čin/*Rank* | Št. potnega lista ali OI/*Passport or ID No.* | Datum rojstva/*Date of Birth* |
|       |       |       |       |       |
|       |       |       |       |       |
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[ ]  V tranzitu je       oseb./*The transport comprises approx.       persons.*

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| **13. Vozila** (glej št. 6)/*Vehicles (see No. 6)* |
| No.  | Reg. plates No. | Model | Type | No. chassis  | Dimension veh.(length, width, height) | Weight veh.(kg) |
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**[ ]  Druga vozila (glej anneks 2)/*other vehicles (see annex 2).***

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| **14. Oborožitev** (glej št. 7)/*Weapons (see No. 7)* |
| **No.** | **Model** | **Type**  | **Serial No.** | **Registration No. veh.** |
|       |       |       |       |       |
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[ ]  Druga oborožitev/***Other weapons***

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| **15. Nevarni tovor** (glej št. 7)/ *angerous goods class/Division (see No. 7)* |
| Zap. št./*number* | Ime sredstva in opis/*Proper shipping name and description* | UN št./*UN no.* | Bruto teža/*gross weight* (kg) | Neto teža eksploziva/NEW – *net explosive weight* (kg): | Razred/koda razreda *class/classification code*  |
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[ ]  Druge nevarne snovi/***Other hazardous goods (see annex 4)****.*

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| **16. Pripombe/Remarks** |
| Vozilo/*Vehicle*: |

**EXERCISE SUPPORT AGREEMENT**

**BETWEEN**

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

**AND**

**UNITED STATES AIR FORCE**

**REGARDING**

**EXERCISE “ADRIATIC STRIKE 2018”**

**PREAMBLE**

The Ministry of Defence of the Republic of Slovenia (MOD Slovenia) and United States Air Force hereinafter referred to as “the Participants”;

Desiring to further enhance their co-operation in the framework of the North Atlantic Treaty, signed on 4 April 1949;

Recognizing the applicability of the Agreement between the Parties to the North Atlantic Treaty Organization regarding the Status of Their Forces (hereinafter referred to as the “NATO SOFA”), signed in London on 19 June 1951; and

Recognizing the applicability of the Acquisition and Cross-Servicing Agreement (USA-SVN-02) between the Department of Defense of the United States of America and The Ministry of Defense of the Republic of Slovenia, dated 10. December 2014 (hereinafter referred to as the “ACSA”) to all mutual logistics and cross-servicing transactions between the Participants as related to the exercise;

Having regard to the aims and objectives of the Multinational Exercise Adriatic Strike 18.

HAVE AGREED AS FOLLOWS:

**SECTION 1**

**DEFINITIONS**

The following definitions apply throughout this agreement and its annexes.

1.1. **Exercise**: Adriatic Strike (AS18): A Close Air Support exercise Adriatic Strike is SVN Army led joint tactical exercise offering excellent training for Forward Air Controllers (FAC/JTAC/TACP) as the Primary Training Audience (PTA) in TTP’s of Joint Air and Artillery fires on designated targets in various tactical and terrain conditions, scheduled to execute 3 th June to 10th June 2018 in the territory of the Republic of Slovenia.

1.2. **Visiting Force (VF**): Members of United States /: **USAF 4 ASOG ; USAF 2ASOS; USA 173RD; USAF AFSOC 321 STS; USA COANG 140 WING; USA 56 RQS ; 274 ASOS- USAF NG NYANG (US)** deployed to the territory of the Republic of Slovenia for the purpose of ADRIATIC STRIKE 2018. The term includes personnel, vehicles, storage equipment, and provisions as well as air and surface movement resources, together with their supporting services (required to deploy the forces mentioned above).

1.3**. Host Nation (HN):** The Republic of Slovenia, which receives and temporarily hosts the VF on its territory during Exercise “AS18”.

1.4. Sending Nation (SN): The United States of America.

1.5 **Host Nation Support (HNS)**: The civil and military assistance rendered by the HN to the VF which are located in or in transit through the HN’s territory, airspace or territoral waters in connnection with the Exercise.

1.6. Designated Training Area: (DTA) The Poček Main Training Area and the areas of : Celje, Trbovlje, Primoži, Črnomelj, Korošica and Cerklje ob Krki, for the purposes of Exercise “AS18”.

1.7. Exercise Support Agreement (ESA): Exercise Support Agreement for “AS18”.

1.8 Role medical care:
Role I - Ensure effective first aid, triage, resuscitation and stabilisation for onward casualty evacuation.

Role II - Provides a secondary care facility to deliver primary surgery, intensive surgical and medical care and beds with nursing support. This facility enables stabilisation of post-surgical cases prior to evacuation to Role 3 or 4 facilities.
Role III - Offers theatre of operations capability encompassing primary and specialist surgery, advanced and specialist diagnostic capabilities including CT scanning and X-ray.

1.9 Healthcare providers: Slovenian public healthcare providers and legal and natural persons engaged in medical activities under the license.

**SECTION 2**

**PURPOSE AND SCOPE**

2.1 The purpose of this ESA is to identify the responsibilities between the Participants and general principles for conducting Exercise “AS18” and the provision of HNS provided by the HN. This ESA describes the standards, type, level, and methods of support, which HN will provide to VF during the Exercise.

2.2. Unless otherwise stated in this ESA, the HNS arrangements described herein will apply from the entry of initial components of the US Force into the territory of the HN and continue until the last components of those forces depart from the HN.

2.3. This ESA does not impose, nor is it intended to impose, any legal commitments on the participants. This ESA is not an international agreement and does not give rise to international legal rights or obligations. This ESA is not intended to conflict with the laws of the participants, or the international agreements in force to which the participants are a party. In case of any conflict in the implementation of this ESA, or for any issues that are not specifically addressed in this ESA, the domestic law, international agreements, and the NATO SOFA will prevail.

2.4. The Exercise shall be conducted subject to the availability of funds and forces on the part of the participants.

2.5. This ESA describes the conditions of participation of the US Force in the Exercise.

**SECTION 3**

**LEGAL CONSIDERATIONS**

In matters covered by this ESA or NATO SOFA, the following documents shall apply:

3.1 This event is subject to the terms of this ESA, the NATO Treaty, the NATO SOFA, the ACSA, and any other applicable international agreements between the HN and SN that are in force or that may come into force before or during the training period.

3.2 Contractor employees will not be accorded status under the NATO SOFA, but are part of VF under this ESA.

3.3 C-M(2002) (49) dated 17 June 2002 - Security within the North Atlantic Treaty Organization (as amended);

3.4. NATO STANAG 3531: Safety Investigation and Reporting of Accidents/Incidents involving Military Aircraft and/or Missiles.

3.5. Memorandum on Cooperation in the Field of Defense and Military Relations Between the Ministry of Defense of the Republic of Slovenia and the Department of Defense of the United States of America, signed in Washington on March 10, 1995

**SECTION 4**

**GENERAL PROVISIONS**

4.1 The HN will provide support to EP to its fullest capacity and with consideration to the practical limitations that exist during the Exercise.

4.2 The HN will provide necessary information regarding Slovenian law in order to assist VF with customs clearance, logistical support, etc.

4.3 The exercise will be conducted in accordance with the relevant operations plans and the HN facilities will be used in accordance with the procedures established by the HN.

4.4 During the Exercise, English will be the common working language; however, interpreters may be provided by HN, if needed.

**SECTION 5**

**RESPONSIBILITIES**

5.1 In furtherance of this exercise, the HN intends to support the US Force in accordance with the following arrangements specific to the exercise, and will be reimbursed, as applicable, through subsequent ACSA orders:

a. Provide the same level of force protection for VF participants as is available to HN personnel during the Exercise.

b. Assist VF with the necessary customs procedures for the Exercise.

c. Ensure, as far as possible, that the goods and services rendered to VF are equivalent in standard to those provided to its own military personnel of comparable rank or classification, unless otherwise mutually determined by the Participants or unless otherwise not authorized by appropriate service regulations.

d. Provide English speaking Officer or NCO that will act as a POC and if necessary, assist the HN during the Exercise.

e. Air traffic control services, landing services and parking space at HN military landing grounds.

f. An internal system of military signals or communications in accordance with the requirements of the Exercise “AS18”, an electronic and radio equipment for communication between the directing staff of the exercise and individual operating points.

g. Provide VF use of airspace upon request.

h. Military road transportation of personnel and equipment across the airbase.

i. Provide billeting, adequate office space, and equipment in accordance with the agreement

j. Provide liaison officers in the area of maintenance, transportation and procurement assisting in the acquisition of support from the HN base and other required support personnel (in the area of maintenance, transportation, security, reception, canteen etc.).

k. Ensure communication: provide normal command and control communications (tower contact, command post, emergency response in the event of incidents etc.).

l. Provide emergency response: provide available emergency measures (fire extinction, crew extraction, medical care etc.).

m. Provide all necessary information by the weather service: normal weather services (weather forecast, news etc.).

n. Provide all necessary conditions for a safe implementation of all pre-prepared activities, trainings and exercises.

o. Ensure appropriate access on the VIP day for the representatives of the media and ensure their security and unobstructed access to the pre-set areas of movement by taking into account all security regulations.

5.2 In furtherance of this exercise, the US Forces intend to take the following actions consistent with this ESA and the following arrangements specific to the exercise:

a. Reimburse HN for all logistics support as outlined in the ACSA. Payments will be paid to the HN using the following bank information:

Bank name/address: Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana, Slovenia

SWIFT Code: BSLJSI2X

Beneficiary's Account Number: IBAN - SI 56011006370191114

Beneficiary's Address: Republika Slovenija, Ministrstvo za obrambo

Vojkova cesta 55, 1000 Ljubljana, SLOVENIA

b. Provide all required technical data for aircraft, spare parts, tools and additional equipment.

c. Provide weapons and delivery platform specifications to HN in accordance with the regulation of the Experts Detailed Report on the Postojna Main Training Area for purposes of live fire training.

d. Comply with all training and safety regulations of HN, as applicable to the activities during the exercises.

e. Conduct the Exercise and use the accommodation premises and HN capabilities in accordance with HN procedures.

f. Provide own communication capabilities for JTACs to ensure air-ground-air communication at individual operating points.

g. Use with care all equipment temporarily provided to VF. Acceptable wear and tear from normal use applies in the return of such equipment to the appropriate HN authorities prior to departure of VF.

h. Comply with all customs formalities and procedures of the Republic of Slovenia.

i. Comply with all training and safety regulations as applicable to the activities during the exercises.

j. Comply with the detailed procedures and arrangements outlined in the exercise plans, instructions and the provisions of the ESA.

**SECTION 6**

**ACTIONS IN CASE OF UNFORESEEN EVENTS**

In case of unforeseen events, e.g. helicopter malfunction or bad weather conditions:

6.1 HN will:

a. Authorize and arrange for the use/supply of local resources, to meet the requirements of the VFs for stores and equipment, including fuel, rations, equipment, vehicles, communication facilities/capabilities, premises and hospitalization.

b. Authorize, subject to proper notification, the entering into, movement within and carrying the materiel out of its territory as required by the VFs for the purpose of redeployment.

c. Notify VF of specific requirements for managing the safe entering into, movement within, and carrying hazardous materials out of the territory of the Republic of Slovenia.

d. Provide liaison staff as interpreters and representatives of the advisory service, if requested.

e. Provide technical assistance for the repair of defects in accordance with VF available capabilities.

6.2 In furtherance of this exercise, the US Forces intend to take the following actions consistent with the following arrangements specific to the exercise during unplanned events:

a. Provide liaison personnel to coordinate all logistic activities with local and civil authorities and at entry/exit points, if required.

b. Reimburse HN for all requested goods and services in case of unforeseen events rendered by the military authorities of the HN, save for those items provided for temporary use. Any items provided for temporary use to the VF will be used with care and returned to the appropriate HN military authorities prior to departure in the same condition in which they were received, except for wear and tear encountered during normal use.

c. The VFs will sign for any services received, maintain copies of all receipts and will settle all payment in Euro in no more than 30 days following the receipt of the invoices. Payments will be paid to the HN using the bank information, as outlined in Section 5.2.a.

**SECTION 7**

**COMMAND, CONTROL AND COMMUNICATION**

7.1 Operational command and control will be carried out by the Exercise “AS18” directing staff in the Jernej Molan Military Post in Cerklje ob Krki

7.2 The HN will provide services to the VFs on the basis of a Statement of Requirements (SOR) and in accordance with HNS capabilities. VFs’ requests must be submitted to the HN in a timely manner and in accordance with the time schedules set at the planning conferences. The HN, on the other hand, will, in an appropriate manner, inform the VF of the provision of its requirements in an appropriate manner.

7.3 All modifications or new VFs’ requirements towards the HN during the execution of the exercise shall be submitted to the directing staff of the Exercise “AS18” by the VF representative.

7.4 The VF will be obligated to send a timely NATO frequency request (NATO 14POINT) and all other requests (control and guidance of UAVs, VDL, Link 16, multiple frequencies for aircraft communication, possible ground connections and others) to the following email address: Adriaticstrike.cis@mors.si

7.5 Command, control and communications shall be detailed in the exercise execution order for the Exercise “AS18” and the exercise plan (EXEPLAN) that shall be submitted to the VF in a timely manner.

**SECTION 8**

**CRIMINAL JURISDICTION**

1.1 Criminal and disciplinary jurisdiction matters will be carried out in accordance with Article VII of the NATO SOFA.

**SECTION 9**

**ENTRY AND EXIT, BORDER CROSSING AND CUSTOMS PROCEDURES**

9.1 Entry and exit of VF personnel shall be in accordance with Article III of the NATO SOFA and any logistical requirements set forth by the Slovenian MOD.

9.2 The following general rules will apply to VF:

a. Military: Members must have Identification card (Common Access Card or CAC) and travel orders.

b. Civilians: Civilians must have Passport (no visa required) and identification card (CAC).

9.3. The VF may import and export free of duty all military equipment and assets required by the VF and reasonable quantities of provisions, supplies and other goods for the exclusive use of the VF.

9.4. The VF will arrange a NATO Form 302 (see Annex A of STANAG 2456) for each vehicle crossing the HN border.

**SECTION 10**

**MEDICAL SUPPORT**

10.1 VF is required to ensure VF personnel meet all requirements under Slovenian law and are responsible for payment or reimbursement for chargeable medical services for the duration of the Exercise.

10.2 HN will provide Role 1 (“sick call”) medical care and dental care on a reimbursable basis as provided to HN Armed Forces Members in accordance with Paragraph 5 of the Article IX of the NATO SOFA.

10.3 The VF is financially responsible for the payment of additional services (radiological, laboratory, and other diagnostic procedures required by an attending physician) provided at the Slovenian public healthcare providers.

10.4 HN medical/dental facilities will not be used for routine medical or dental care. If HN medical providers determine care is routine, VF personnel will seek care from the Slovenian public healthcare providers.

10.5 The VF is financially responsible for the payment of medical care and other services, to include emergency medical evacuation, provided by Slovenian public healthcare providers. Such payment will be made directly to Slovenian public healthcare providers by VF personnel.

10.6. All persons deployed to the HN territory on the basis of this agreement, must arrange appropriate health insurance prior to their arrival to the territory of the HN for reasons of payment of possible medical treatment costs.

**SECTION 11**

**TAXES**

11.1 Relief from the payment of taxes, customs duties and fees in connection with the Exercise will be in accordance with the provisions of the NATO SOFA and any other applicable agreements between the HN and SN.

11.2Exceptions and exemption from value added tax (VAT), excise duties and similar charges, including similar duties on goods and services supplied by US forces, may be granted directly at the point of sale upon presenting »certificate of exemption« in accordance with the national laws of the Republic of Slovenia.

11.3Any logistics support exchanged between the VF and the HN will be in accordance with Article VI of the ACSA.

11.4 The importation into, and exportation from, the HN of equipment, supplies, provisions (including meals), and other goods by SN forces for the purposes of conducting AS17 will be exempt from the import/export duties when using standard NATO procedures (Form 302).

11.5 Whenever possible, SN forces shall provide notification to Financial Administration of the Republic of Slovenia five days prior to planned importation or exportation of goods.

11.6 Goods imported/exported by the SN forces shall normally be released immediately. In the remaining cases, cargo shall be released within 24 hours unless HN customs authorities have not received advance notice of the entry or exit of goods. If requested, the HN Executive Agent shall assist SN forces with the release of goods.

**SECTION 12**

**SAFETY OF FORCES, SECURITY AND PROTECTION OF INFORMATION**

12.1 Security will be the responsibility of the HN for VF personnel involved in the Exercise as outlined in this ESA. The HN is responsible for security of the exercise areas, facilities or devices and airspace.

12.2 The implementation of additional force protection measures by the HN, if any, will depend upon the threat assessment provided by the HN national agencies.

12.3 HN will provide all necessary security measures to protect the personnel while performing their missions and activities in the exercise areas.

12.4 Safeguarding of the Air Base Cerklje ob Krki, including flight line , will be provided by the Slovenian Military Security Force (the part of Air Base Force Protection) on 24/7 basis.

USA COANG 140 WING will provide narrower protection of their aircrafts in a manner to avoid any possible contact with the civilian sphere, which will be designated by red lines and/or orange cones marking a Restricted Area to non-140 WING personnel. They will also avoid any possible interference with the AB Military Security Force outside of this Restricted Area. Protection Force of the USA COANG 140 WING will not interfere with the normal operation of all airport services, including emergency services.

12.5. If stricter security measures are needed, the VF will submit the request to the HN.

12.6. All classified information and material exchanged or generated in connection with this ESA will be used, transmitted, stored, handled and safeguarded in accordance with the NATO regulations or relevant international laws and agreements as applicable.

12.7. In accordance with Article VII, paragraph 10(a) of the NATO SOFA, the Participants recognize the right of the U.S. to take all appropriate measures to ensure the maintenance of order and security at any sites it occupies in accordance with this ESA. Notwithstanding this authority, the HN remains responsible for providing all appropriate measures to ensure the security of the U.S. Forces and of the sites provided for the use of the U.S. in the HN during this Exercise.

**SECTION 13**

**CLAIMS, DISPUTES, LIABILITIES**

13.1 Claims arising out of or in connection with the Exercise are governed by Article VIII of the NATO SOFA and will be dealt with in accordance therewith. The United States Army Claims Service Europe will act as the United States Claims Office for all claims against the U.S. Forces in the Republic of Slovenia. The Slovenia Ministry of Defence shall receive and process claims on behalf of the U.S. Forces in the Republic of Slovenia.

13.2 Any disputes regarding interpretation or application of this ESA will be resolved by consultation amongst HN and SN.

**SECTION 14**

**EFFECTIVE DATE, AMENDMENT AND TERMINATION**

14.1 For all the participants , this ESA will enter into effect on the date of their signature . This ESA will remain valid until the last VF personnel leave the territory of the Republic of Slovenia after conclusion of the Exercise and all financial responsibilities and legal issues concerned are settled.

14.2 This ESA may be terminated by mutual consent of the Participants. The Participants may unilaterally withdraw from this ESA due to operational requirements resulting from national military obligations arising at any time after this ESA takes effect. The terminating or withdrawing Participant is not absolved from any financial obligations owed to the other Participant incurred through the date of notification of termination or withdrawal. Financial costs incurred as a result of such termination or withdrawal will be presented within ninety (90) calendar days to the terminating or withdrawing Participant for reimbursement following the termination or withdrawal notification.

Done in two (2) original copies and signed in the English language.

For the Ministry of Defense of the **For the USAF 4 ASOG:**

Republic of Slovenia:

Signed this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2018 Signed this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2018

 **For the USAF 2ASOS:**

 Signed this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2018

 **For the USA 173RD :**

 Signed this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2018

 **For the USAF AFSOC 321 STS:**

 Signed this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2018

 **For the USA COANG 140 WING:**

 Signed this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2018

 **For the USA 56 RQS**

 Signed this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2018

 **For the 274 ASOS; USAF NG NYANG (US)**

Signed this \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2018

Annex A: Request for Entry ( with attachment)

**SPORAZUM**

**MED**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE**

**IN**

**AMERIŠKIMI ZRAČNIMI SILAMI ( USAF)**

**GLEDE**

**VAJE ADRIATIC STRIKE 2018**

**PREAMBULA**

Ministrstvo za obrambo Republike Slovenije (MO) in Ameriške zračne sile (USAF), v nadaljevanju udeleženca, sta se

v želji po nadaljnji krepitvi sodelovanja na podlagi Severnoatlantske pogodbe, podpisane 4. aprila 1949,

ob upoštevanju Sporazuma med pogodbenicami Severnoatlantske pogodbe o statusu njihovih sil, podpisanega v Londonu 19. junija 1951, v nadaljevanju Nato SOFA,

ob upoštevanju Sporazuma o nabavi in vzajemnih storitvah (USA-SVN-02) med Ministrstvom za obrambo Republike Slovenije in Ministrstvom za obrambo Združenih držav Amerike, z dne 10. decembra 2014, (v nadaljevanju ACSA) glede vseh vzajemnih logističnih in storitvenih dejavnosti med udeležencema, povezanih z vajo,

ob upoštevanju namena in cilja mednarodne vaje Adriatic Strike 2018

dogovorila:

**1. ČLEN**

**POMEN IZRAZOV**

V tem sporazumu in njegovih dodatkih se uporabljajo ti izrazi:

1.1 **Vaja:** Adriatic Strike (AS18): vaja neposredne zračne podpore Adriatic Strike je skupna taktična vaja pod vodstvom Slovenske vojske za usposabljanje prednjih usmerjevalcev zračne podpore (Forward Air Controllers – FAC/JTAC/TACP) kot ciljne skupine (Primary Training Audience – PTA) v programu prenosa tehnologije (TTP’s) skupnega zračnega in artilerijskega ognja na določene cilje v različnih taktičnih in terenskih razmerah, ki bo potekala na ozemlju Republike Slovenije od 4. do 10. junija 2018.

1.2 **Gostujoče sile:** pripadniki USAF (ameriških zračnih sil): **USAF 4 ASOG; USAF 2ASOS; USA 173RD; USAF AFSOC 321 STS; USA COANG 140 WING; USA 56 RQS 274 ASOS – USAF NG NYANG (US),** ki so razmeščeni na ozemlju Republike Slovenije zaradi vaje ADRIATIC STRIKE 2018. Izraz vključuje osebje, vozila, skladiščno opremo in življenjske potrebščine ter sredstva za premike po zraku in kopnem, skupaj z vsemi podpornimi službami, ki so potrebne za razmestitev navedenih sil.

**1.3** **Država gostiteljica:** Republika Slovenija, ki sprejme in začasno gosti GS na svojem ozemlju med vajo AS18.

1.4 Država pošiljateljica: Združene države Amerike.

1.5 **Podpora države gostiteljice:** civilna in vojaška pomoč, ki jo država gostiteljica zagotavlja gostujočim silam, ki so med vajo na ozemlju, v zračnem prostoru ali v teritorialnih vodah države gostiteljice ali pa ta območja prečkajo.

1.6 Vadišča: vadišča za vajo AS18 so OSVAD Poček ter območja Celje, Trbovlje, Loka pri Žusmu,Gotenica, Poček, Soriška Planina in Cerklje.

1.7 Sporazum o zagotavljanju podpore za vajo: Sporazum o zagotavljanju podpore za vajo AS18.

1.8 Raven zdravstvene oskrbe (Role)
Role I – specializirana prva pomoč, triaža, oživljanje, stabilizacija in medicinska evakuacija.

Role II – sekundarni zdravstveni objekti za temeljno kirurgijo, intenzivno kirurško in zdravstveno oskrbo in posteljami za zdravstveno nego. Ti objekti omogočajo stabilizacijo kirurških primerov pred njihovo evakuacijo v ustanovo Role 3 ali Role 4.
Role III – zmogljivosti, ki so na voljo vojskovališču, vključujejo pa temeljno in specialistično kirurgijo, napredno in specialistično diagnostiko, vključno s CT in rentgenom.

1.9 Ponudniki zdravstvene oskrbe: izvajalci javne zdravstvene službe ter pravne in fizične osebe z licenco za opravljanje zdravstvenih storitev.

**2. ČLEN**

**NAMEN IN OBSEG**

2.1 Namen tega sporazuma o podpori je določiti dolžnosti udeležencev in splošna načela izvajanja vaje AS18 ter zagotavljanje pomoči gostujoče države. V sporazumu so opredeljeni standard, vrsta, raven in načini podpore, ki jo bo država gostiteljica zagotovila gostujočim silam med vajo.

2.2 Če v sporazumu ni navedeno drugače, velja dogovor, naveden tukaj, od vstopa začetnih enot oboroženih sil ZDA na teritorij države gostiteljice in velja, vse dokler zadnja enota teh sil ne zapusti države gostiteljice.

2.3 Sporazum o podpori ne vsiljuje in tudi ni namenjen vsiljevanju kakršnih koli pravnih obvez udeležencem. Ta sporazum ni mednarodni sporazum in ne posega v mednarodne pravice in obveznosti. Njegov namen ni, da bi bil v nasprotju z zakonodajo udeležencev ali veljavnimi mednarodnimi sporazumi, katerih člani so udeleženci. V primeru kakršnega koli nasprotja pri uporabi sporazuma ali v primerih, ki niso določeni z njim, veljajo domači zakoni, mednarodni sporazumi in Nato SOFA.

2.4 Vaja se lahko izvede v obsegu razpoložljivih finančnih sredstev in sil udeležencev.

2.5 Sporazum o podpori opisuje pogoje udeležencev oboroženih sil ZDA na vaji.

**3. ČLEN**

**PRAVNE ZADEVE**

Pri zadevah, ki jih obravnava ta sporazum ali Nato SOFA, veljajo ti dokumenti:

3.1 Za ta dogodek veljajo pogoji tega sporazuma, Severnoatlantske pogodbe, sporazuma Nato SOFA, ACSA in vseh drugih veljavnih mednarodnih sporazumov med državo gostiteljico in državo pošiljateljico, ki veljajo ali začnejo veljati pred vajo ali med njo.

3.2 Osebje podizvajalcev nima statusa po Nato SOFA, je pa v skladu s tem sporazumom del gostujočih sil.

3.3 C-M(2002) (49) z dne 17. junija 2002 – Varnost v Organizaciji Severnoatlantske pogodbe, kot je bil spremenjen.

3.4 NATO STANAG 3531: Varnostna preiskava in poročanje o nesrečah/izrednih dogodkih, v katere so vpleteni vojaška letala in/ali izstrelki.

3.5 Memorandum o sodelovanju pri obrambnih in vojaških odnosih med Ministrstvom za obrambo RS in Ministrstvom za obrambo Združenih držav Amerike z dne 10. 3. 1995.

**4. ČLEN**

**SPLOŠNE DOLOČBE**

4.1 Država gostiteljica v okviru vseh svojih zmožnosti zagotovi polno podporo EP ob upoštevanju praktičnih omejitev med vajo.

4.2 Država gostiteljica zagotovi potrebne informacije o slovenski zakonodaji za pomoč gostujočim silam pri carinskih postopkih, logistično podporo itn.

4.3 Vaja se bo izvajala v skladu s temu namenjenimi operativnimi plani. Prostori države gostiteljice se bodo uporabljali v skladu s postopki, ki jih je predpisala država gostiteljica.

4.4 Med vajo velja za skupni delovni jezik angleščina, vendar lahko država gostiteljica kljub temu, če je treba zagotovi prevajalce.

**5. ČLEN**

**ODGOVORNOSTI**

5.1 Pri izvedbi vaje ima država gostiteljica namen podpirati oborožene sile ZDA v skladu s specifičnim dogovorom za vajo, ki sledi, in bodo v upravičenem primeru stroški naknadno povrnjeni prek ACSA:

a. zagotavlja enako raven varnosti za sodelujoče gostujoče sile, kot veljajo za njeno lastno osebje med vajo;

b. pomaga gostujočim silam pri carinskih postopkih, potrebnih za vajo;

c. kolikor je najbolj mogoče, poskrbi za to, da so standardi blaga in storitev, ki so jih deležne gostujoče sile, enakovredni standardom, ki veljajo za njeno lastno vojaško osebje primerljivih činov ali nazivov, razen če se udeleženca ne dogovorita drugače ali če službeni pravilniki ne določajo drugače;

d. zagotovi častnika ali podčastnika, ki govori angleško, kot osebo za zvezo, ki bo gostujočim silam, če bo treba, med vajo pomagal;

e. zagotovi storitve kontrole zračnega prometa, storitve za pristajanje in parkirne površine na vojaških pristajališčih države gostiteljice;

f. zagotovi interni sistem vojaških zvez ali komunikacij skladno z zahtevami vaje AS18, elektronsko in radijsko opremo za povezavo med vodstvom vaje in posameznimi operativnimi točkami;

g. gostujočim silam dovoli uporabo zračnega prostora na zahtevo;

h. zagotovi vojaški cestni prevoz osebja in opreme po letalskem oporišču;

i. zagotovi nastanitev, ustrezne pisarniške prostore in opremo skladno s tehničnim dogovorom;

j. zagotovi častnike za zvezo na področju vzdrževanja, transporta in nabav, ki pomagajo pri pridobivanju podpore iz baze države gostiteljice, in drugo potrebno podporno osebje (na področju vzdrževanja, transporta, varnosti, sprejema, menze itn.);

k. zagotovi komunikacije: običajne zveze za poveljevanje in kontrolo (stik s stolpom, poveljniško mesto, nujno ukrepanje ob izrednih dogodkih itn.);

l. zagotovi nujne ukrepe za odzivanje na nesreče: razpoložljive nujne ukrepe (gašenje ognja, izvleka posadke, zdravniška oskrba itn.);

m. zagotovi potrebne informacije vremenske službe: običajne vremenske storitve (vremenska napoved, poročila itn.);

n. zagotovi vse potrebno za varno izvajanje vseh vnaprej pripravljenih dejavnosti, usposabljanj in vaj;

o. zagotovi ustrezen dostop ob dnevu VIP za predstavnike medijev ter poskrbi za njihovo varnost in nemoten dostop do vnaprej določenih območij gibanja ob upoštevanju vseh varnostnih predpisov.

5.2 Pri izvedbi vaje imajo oborožene sile ZDA namen dosledno izvajati postopke, skladne s tem ESA, in naslednje dogovore, specifične za vajo:

1. državi gostiteljici povrnejo stroške za vso logistično podporo, kot je določeno v ACSA. Plačila se izvedejo državi gostiteljici in se uporabi naslednje bančne informacije:

Ime/naslov banke: Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana, Slovenija

koda SWIFT: BSLJSI2X

Številka računa upravičenca: IBAN - SI 56011006370191114

Naslov upravičenca: Republika Slovenija, Ministrstvo za obrambo

Vojkova cesta 55, 1000 Ljubljana, SLOVENIJA;

b. zagotovijo vse potrebne tehnične podatke za zrakoplove, nadomestne dele, orodje in dodatno opremo;

c. zagotovijo državi gostiteljici specifikacije orožja in platform skladno z določbami Elaborata poligona Postojna (Experts Detailed Report on the Postojna Main Training Area), da bodo lahko izvajali bojno streljanje;

d. upoštevajo vse predpise glede usposabljanja in varnosti države gostiteljice, ki veljajo za dejavnosti med vajo;

e. izvedejo vajo ter uporabljajo nastanitvene prostore in zmogljivosti države gostiteljice v skladu z njenimi postopki;

f. zagotovijo lastna sredstva zvez za usmerjevalce zračne podpore (JTAC) za komunikacijo zrak-zemlja-zrak na posameznih operativnih točkah;

g. skrbno ravnajo z opremo, ki jo prejmejo v začasno uporabo. Pri vrnitvi te opreme pristojnim organom države gostiteljice pred odhodom gostujočih sil se upošteva obraba pri običajni uporabi;

h. upoštevajo carinske predpise in postopke Republike Slovenije;

i. upoštevajo vse predpise glede usposabljanja in varnosti, ki veljajo za dejavnosti med vajo;

j. upoštevajo podrobne postopke in dogovore iz načrtov vaj, navodil in določb tega sporazuma (ESA).

**6. ČLEN**

**ODGOVORNOSTI OB NEPREDVIDENIH DOGODKIH**

Ob nepredvidenih dogodkih, na primer motnjah v delovanju helikopterja ali slabih vremenskih razmerah:

6.1 država gostiteljica:

a. dovoli in uredi vse potrebno za uporabo oziroma dobavo lokalnih virov, da bi izpolnila zahteve gostujočih sil glede skladišč in opreme, vključno z gorivom, obroki hrane, opremo, vozili, komunikacijami, poslovnimi prostori in bolnišničnim zdravljenjem;

b. skladno z ustreznim obvestilom odobri uvoz materialnih sredstev na svoje ozemlje ter njihov premik po njem in njihov izvoz z njega, kot zahtevajo gostujoče sile za ponovno razmestitev;

c. obvesti gostujoče sile o posebnih zahtevah za varen uvoz nevarnih snovi na svoje ozemlje, prevoz nevarnih snovi po njem in njihov izvoz z njega;

d. na zahtevo zagotovi osebje za zvezo, kot so prevajalci in predstavniki svetovalne službe;

e. zagotovi tehnično pomoč za odpravo okvar v skladu z razpoložljivimi zmogljivostmi gostujočih sil.

6.2 Pri izvedbi vaje imajo oborožene sile ZDA namen dosledno izvajati postopke, skladne z naslednjimi dogovori, specifičnimi za vajo med nenačrtovanimi dogodki:

a. zagotovijo osebje za zvezo, da bo, če bo treba, vse logistične dejavnosti usklajevalo z lokalnimi civilnimi organi ter na vstopnih oziroma izstopnih točkah;

b. povrnejo državi gostiteljici stroške vseh zahtevanih dobav blaga in storitev, razen sredstev, ki so bila dana v začasno uporabo. Vsa sredstva, zagotovljena gostujočim silam za začasno uporabo, morajo biti skrbno uporabljena in pred odhodom vrnjena pristojnim vojaškim organom države gostiteljice v enakem stanju, kot so bila predana, razen obrabe pri običajni uporabi;

c. gostujoče sile s podpisom potrdijo vse prejete storitve in hranijo izvode vseh potrdil o prejemu ter bodo vsa plačila izvedle v evrih najpozneje v 30 dneh po prejemu računov. Plačila bodo državi gostiteljici nakazana na bančni račun, naveden v točki 5.2.a.

**7. ČLEN**

**POVELJEVANJE, NADZOR IN KOMUNIKACIJE**

7.1 Operativno poveljevanje in nadzor bo zagotavljalo vodstvo vaje AS18 v Vojašnici Jerneja Molana v Cerkljah ob Krki.

7.2 država gostiteljica zagotavlja gostujočim silam storitve na podlagi izjave o zahtevi (SOR) v skladu z možnostmi podpore države gostiteljice. Zahtevki gostujočih sil morajo biti državi gostiteljici predloženi pravočasno v skladu s časovnimi načrti, sprejetimi na načrtovalnih konferencah. Država gostiteljica na primeren način obvesti gostujoče sile o izpolnjevanju njenih zahtev.

7.3 Predstavniki gostujočih sil predložijo vodstvu vaje AS 18 vse spremembe ali nove zahteve gostujočih sil do države gostiteljice med vajo.

7.4 Gostujoče sile morajo za vse druge potrebe (nadziranje in vodenje brezpilotnih zrakoplovov, VDL, Link 16, več frekvenc za povezavo med zrakoplovi, morebitne zemeljske povezave in drugo) pravočasno poslati Natov zahtevek za frekvence (NATO 14POINT) na elektronski naslov:Adriaticstrike.cis@mors.si ali portal <https://portal.mors.si>.

7.5 Poveljevanje, nadzor in komunikacije bodo natančneje opredeljeni v ukazu za izvedbo vaje AS 18 (EXEPLAN), ki bo pravočasno predložen gostujočim silam.

**8. ČLEN**

**KAZENSKA PRISTOJNOST**

1.1 Za zadeve, ki spadajo pod kazensko ali disciplinsko pristojnost, se uporabljajo določbe VII. člena Nato SOFA.

**9. ČLEN**

**VSTOP IN IZSTOP, MEJNI IN CARINSKI POSTOPKI**

9.1 Za vstop in izstop pripadnikov gostujočih sil se uporablja III. člen Nato SOFA ter upoštevajo logistične zahteve, ki jih določi slovensko Ministrstvo za obrambo.

9.2 Za gostujoče sile se bodo uporabljala naslednja splošna pravila:

a. vojaško osebje: pripadniki morajo imeti identifikacijsko kartico (Common Access Card or CAC) in potni nalog;

b. civilno osebje: civilno osebje mora imeti potni list (vizum ni potreben) in identifikacijsko kartico (CAC);

9.3 gostujoče sile lahko brez dajatev uvozijo in ponovno izvozijo vojaško opremo in sredstva za svoje lastne potrebe ter razumne količine življenjskih potrebščin, zalog in drugega blaga izključno za svojo uporabo;

9.4 gostujoče sile vsako vozilo, ki bo prečkalo mejo države gostiteljice, opremijo z Natovim obrazcem 302 (glej prilogo A STANAG-a 2456).

**10. ČLEN**

**ZDRAVSTVENA PODPORA**

10.1 Gostujoče sile morajo zagotoviti, da njihovi pripadniki izpolnjujejo vse zahteve slovenske zakonodaje in so odgovorni za plačilo ali povrnitev stroškov za plačljive zdravstvene storitve med vajo.

10.2 Država gostiteljica zagotovi zdravstveno in zobozdravstveno oskrbo ravni Role 1 (zdravniški pregled) na podlagi povračila za plačilo, kot ga zagotavlja pripadnikom lastnih oboroženih sil v skladu s petim odstavkom IX. člena Nato SOFA.

10.3 Gostujoče sile so odgovorne za plačilo dodatnih storitev (rentgenskih, laboratorijskih in drugih diagnostičnih postopkov, ki jih predpiše lečeči zdravnik), ki jih opravijo slovenski izvajalci javne zdravstvene službe.

10.4 Izvajalci javne zdravstvene službe države gostiteljice se ne uporabljajo za rutinsko zdravstveno ali zobozdravstveno oskrbo. Če zdravstveni delavci države gostiteljice ugotovijo, da gre za rutinsko oskrbo, se morajo pripadniki gostujočih sil obrniti na izvajalce javne zdravstvene službe v Sloveniji.

10.5 Gostujoče sile so odgovorne za plačilo zdravstvene oskrbe in drugih storitev, vključno z nujno medicinsko evakuacijo, ki jih opravljajo izvajalci javne zdravstvene službe v Republiki Sloveniji. Pripadniki gostujočih sil plačajo neposredno izvajalcem javne zdravstve službe.

10.6 Vse osebe, ki bodo napotene na ozemlje države gostiteljice na podlagi tega dogovora, morajo biti ustrezno zdravstveno zavarovane zaradi plačila morebitnih stroškov zdravljenja še pred prihodom na ozemlje države gostiteljice.

**11. člen**

**DAVKI**

11.1 Za oprostitev davkov, carinskih dajatev in pristojbin za vajo veljajo določbe Nato SOFA ter drugih veljavnih sporazumov med državo gostiteljico in državo pošiljateljico.

11.2 Izjeme in oprostitve davka na dodano vrednost (DDV), trošarin in podobnih dajatev, vključno s podobnimi dajatvami za predmete in storitve, ki jih nabavijo sile ZDA, se lahko odobrijo neposredno na kraju prodaje ob predložitvi potrdila o oprostitvi v skladu z nacionalno zakonodajo Republike Slovenije.

11.3 Logistična podpora med gostujočimi silami in državo gostiteljico mora biti v skladu s VI. členom ACSA.

11.4 Država pošiljateljica je za uvoz v državo gostiteljico opreme, materialnih zalog, življenjskih potrebščin (vključno z obroki) in drugega blaga za vajo AS17 ter za njihov izvoz oproščena uvoznih/izvoznih dajatev, če uporablja Natov standardni postopek (obrazec 302).

11.5 Kadar koli je to mogoče, sile države pošiljateljice uradno obvestijo Carinsko upravo Republike Slovenije pet dni pred načrtovanim uvozom ali izvozom blaga.

11.6 Blago, ki ga sile države pošiljateljice uvozijo/izvozijo, se navadno sprosti takoj. Drugo blago se sprosti v 24 urah, razen če carinski organi države gostiteljice niso prejeli vnaprejšnjega obvestila o uvozu/izvozu. Na zahtevo izvršilni organ države pošiljateljice pomaga silam države pošiljateljice pri sprostitvi blaga.

**12. ČLEN**

**ZAŠČITA SIL, VARNOST IN ZAŠČITA INFORMACIJ**

12.1 Država gostiteljica je odgovorna za varnost pripadnikov gostujočih sil, ki sodelujejo na vaji, opredeljeni v ESA. Država gostiteljica je odgovorna za varnost vadišč, objektov ali naprav in zračnega prostora.

12.2 Dodatni ukrepi za zaščito sil, ki jih izvajajo sile države gostiteljice, bodo odvisni od ocene grožnje, ki jo pripravijo ustrezne nacionalne agencije države gostiteljice.

12.3 Država gostiteljica uvede vse potrebne ukrepe za zaščito osebja med izvajanjem nalog in dejavnosti na vadiščih.

12.4 Varovanje vojašnice v Cerkljah ob Krki oziroma letalske baze Cerklje ob Krki, vključno z linijo letenja, bo zagotovila Slovenska vojska (del varovanja letalske baze ) 24 ur na dan.

USA COANG 140 WING bo zagotovil ožjo zaščito svojih zrakoplovov, in sicer tako, da ne bodo prišli v stik s civilisti: označeno bo z rdečimi črtami oziroma oranžnimi stožci, ki označujejo omejeno območje osebju, ki ni osebje USA COANG 140 WING. Osebje USA COANG 140 WING ne bo posegalo v varovanje države gostiteljice zunaj tega označenega območja.

Zaščitne sile USA COANG 140 WING ne bodo motile normalnega delovanja letaliških

storitev države gostiteljice, vključno z reševalnimi službami.

12.5 Če so potrebni strožji varnostni ukrepi, gostujoče sile pošljejo državi gostiteljici ustrezno zahtevo.

12.6 Vse zaupne informacije in vse gradivo, izmenjani ali ustvarjeni v povezavi s tem sporazumom, se bodo uporabljali, prenašali, hranili, obdelovali in varovali skladno z Natovimi predpisi ali veljavnim mednarodnim pravom ter mednarodnimi dogovori.

12.7 V skladu s točko a desetega odstavka VII. člena Nato SOFA udeleženca priznavata pravico ZDA, da sprejmejo ustrezne ukrepe za zagotavljanje reda in varnosti na vseh krajih, ki jih zasedajo v skladu s tem sporazumom. Ne glede na to pravico pa je država gostiteljica odgovorna, da uvede ustrezne ukrepe za zagotovitev varnostnih sil ZDA in krajev, ki jih sile ZDA med vajo uporabljajo v državi gostiteljici.

**13. ČLEN**

**ZAHTEVKI, SPORI, ODŠKODNINSKA ODGOVORNOST**

13.1 Za zahtevke v zvezi z vajo veljajo določbe VIII. člena Nato SOFA in se rešujejo v skladu s tem členom. Služba za pritožbe vojske ZDA v Evropi je služba za pritožbe ZDA za vse zahtevke glede sil ZDA v Republiki Sloveniji. Vse zahtevke, povezane s silami ZDA v Republiki Sloveniji, sprejema in obravnava slovenski minister za obrambo.

13.2 Vsi spori glede razlage ali izvajanja tega sporazuma se rešujejo s pogajanji med državo gostiteljico in državo pošiljateljico.

**14. ČLEN**

**ZAČETEK VELJAVNOSTI, SPREMEMBE IN PRENEHANJE VELJAVNOSTI**

14.1 Ta sporazum o podpori začne za enote udeleženke USAF veljati za vsako z dnem njihovega podpisa. Sporazum velja, dokler zadnje osebje gostujočih sil ne zapusti ozemlja Republike Slovenije po končani vaji ter dokler niso poravnane vse finančne obveznosti in urejene vse pravne zadeve.

14.2 Sporazum se lahko odpove ob vzajemnem soglasju udeležencev. Udeleženca lahko od tega sporazuma kadar koli po začetku njegove veljavnosti enostransko odstopita iz operativnih razlogov zaradi vojaških obveznosti. Udeleženec, ki je odpovedal sporazum ali od njega odstopil, ni oproščen finančnih obveznosti do drugega udeleženca, ki so nastale med dnem uradnega obvestila in dnem odpovedi ali odstopa. Finančni stroški, nastali zaradi odpovedi ali odstopa, se udeležencu, ki je dal odpoved ali je odstopil, zaračunajo v devetdesetih (90) dneh po uradnem obvestilu o odpovedi ali odstopu.

Sestavljeno v dveh (2) izvirnikih in podpisano v angleškem jeziku.

Za Ameriške zračne sile

Za Ministrstvo za obrambo Za **USAF 4 ASOG**:

Republike Slovenije:

Podpis \_\_\_\_ datum \_\_\_\_\_\_\_\_ 2018 Podpisano \_\_\_\_\_\_\_\_\_2018

 Za **USAF 2ASOS**:

 Podpisano \_\_\_\_\_\_\_\_\_2018

 Za **USA 173RD**:

 Podpisano \_\_\_\_\_\_\_\_\_2018

 Za **USAF AFSOC 321 STS**:

 Podpisano \_\_\_\_\_\_\_\_\_2018

 Za **USA COANG 140 WING**:

 Podpisano \_\_\_\_\_\_\_\_\_2018

 Za **USA 56 RQS**:

 Podpisano \_\_\_\_\_\_\_\_\_2018

Za **274 ASOS; USAF NG NYANG (US)**:

Podpisano \_\_\_\_\_\_\_\_ 2018

Aneks A: Zahtevek za vstop (in priloga)

**TECHNICAL ARRANGEMENT**

**BETWEEN**

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

AND

**NATO DACCC**

**CONCERNING**

**THE CONDUCT AND THE PROVISION OF HOST NATION SUPPORT**

**DURING**

**EXERCISE “ADRIATIC STRIKE 2018”**

**3-10 June 2018**

**SLOVENIA**

**INTRODUCTION**

The Ministry of Defence of The Republic of Sloveniaand theDACCC

­­­­­­­­­­­­­(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 TO the provisions of the Agreement among the Parties to the North Atlantic Treaty regarding the Status of their forces (NATO SOFA) done at London on 19 June 1951,

HAVING REGARD TO the Agreement among the States parties to the North Atlantic Treaty and other States participating in the Partnership for Peace regarding the status of their Forces (PfP SOFA), including the Additional Protocol to this Agreement done in Brussels on 19 June 1995,

DESIRING TO intensify their co-operation in the field of defence, especially the JTAC (Joint Terminal Attack Controller) JTAC capabilities,

AND IN CONSIDERATION OFthe needs of the Visiting Forces' units for Host Nation Support when deployed in the Republic of Slovenia,

 HAVE REACHED the following understanding:

**ARTICLE 1**

**DEFINITIONS**

In this Technical Arrangement (TA) the following definitions will apply:

1. Exercise “AS18”: The multinational exercise “ADRIATIC STRIKE 2018” executed between 3 June to 10 June 2018 in Slovenia.
2. Visiting Forces (VF): The Military Units of the Armed Forces of the NATO DACCC when deployed to the territory of the Republic of Slovenia for the purposes of conducting the Exercise “AS18”. The term VF includes all supplies, material and provisions, together with any civilian components of such forces as defined in the NATO/PfP SOFA.
3. Host Nation (HN): The Republic of Slovenia, which receives and temporarily hosts the VFs on its territory during Exercise “AS18”.
4. Host Nation Support (HNS): The civil and military assistance rendered by the HN to the VF during the Exercise “AS18”.
5. Training Areas:A part of exercise that will take place on Poček will be performed as HOT (will include combat shooting with aircrafts, helicopters, artillery and infantry). In other areas where exercise will take place, exercise will be performed as DRY (will not be any combat shooting), using only training resources and blank ammunition. This other areas are­­­­­­­­­­­­­­Celje, Trbovlje, Primoži, Črnomelj, Korošica and CerkljeobKrki.
6. Observers: Countries, sending Members of Armed Forces, others than the Participants, which can, upon invitation, join the Exercise “AS18” by signing the Note of Joining to this TA with HN (the sample of Note of Joining is included in Annex B of this TA). Their participation is limited exclusively to observe the activities during the Exercise “AS18”, in accordance with HN regulations and instructions of the Exercise organizers. The status of the Observers of non Nato/PfP Countries will be determined in accordance with HN national legislation.

**ARTICLE 2**

**PURPOSE AND SCOPE**

1. The purpose of this TA is to identify the responsibilities and the general principles concerning the conduct of the Exercise “AS18” and the provision of HNS. The TA will also describe the standards, type, level and methods of support that the HN will provide to the VFs during the Exercise “AS18”.
2. This TA is not intended to conflict with the national law of the Participants or with international law. In case of such a conflict, relevant national or international law will apply. The Participants will notify each other in the event of any conflict.
3. The provisions of NATO/PfP SOFA will apply to all activities carried out in connection with this TA, unless otherwise stated in this TA.

**ARTICLE 3**

**APPLICABLE DOCUMENTS**

1. In matters covered by this TA or in the NATO/PfP SOFA, the following documents will apply:
2. C-M(2002) (49) dated 17 June 2002 – Security within the North Atlantic Treaty Organization (as amended);
3. NATO STANAG 3531: Safety investigation and reporting of accidents/incidents involving military aircraft and/or missiles.

**ARTICLE 4**

**CONCEPT OF THE EXERCISE “AS18”**

1. As a rule, the Exercise “AS18” will be carried out in the Poček Main Training Area and the areas of Celje, Trbovlje, Primoži, Črnomelj, Korošica and CerkljeobKrki.
2. The purpose of the Exercise “AS18” is to train the HN JTAC capabilities and pilots, with the support of VFs JTAC and air capabilities.
3. The number of VF personnel trained during the exercise AS18 will be up to 300 persons and about 200 persons support staff. Members of the VF will be accommodated in military facilities, the majority of them will be accommodated at Novo Mesto (35km from Cerklje AB), (HNS Price list) and some of them also in Ljubljana, Postojna and Gotenica. However, should the VFs so desire and they would like to be accommodated outside military facilities, such arrangement will be the responsibility of the VF. The VF will be offered assistance by the HN in making such arrangements.
4. Timeline of the Exercise “AS18”:

– Arrival of VF personnel 3 June 18

– Exercise “AS18” from 3June to 10 June 2018

- 4 June briefing for all participants

- 10 Jun departure of the VFs personnel.

**ARTICLE 5**

**HOST NATION RESPONSIBILITIES**

1. The HN will provide the following goods and services **on reimbursement basis**:
2. Medical and dental care for the VFs personnel provided by public healthcare providers in accordance with Article 12 of this TA.
3. Goods and services requested in case of incidents (in accordance with the provisions of Article 7).
4. Catering services for VFs personnel for lunch only according to the adopted price list.
5. The HN will provide the following services **free of charge**:
6. An English speaking officer or a non-commissioned officer that will act as a POC (Point of contact) and will, if necessary, assist the VF during the Exercise “AS18”;
7. An internal system of military signals or communications in accordance with the requirements of the Exercise “AS18”, an electronic and radio equipment for communication between the directing staff of the exercise and individual operating points;
8. Medical and dental care services
9. , as described in Article 12;
10. Military road transportation of personnel and equipment across the air base;
11. Translation and interpreting services, if required.
12. Other HN responsibilities will be:
13. Consultation on applicable environmental regulations that will be in force during the Exercise “AS18”, especially on appropriate regulations and procedures for the protection of the environment in the training area;
14. Implementation of all armed protection tasks;
15. Ensure, to the extent possible, that the quality of goods and services provided to VF will be the same as the quality of goods and services provided to the HN military personnel of comparable rank or position, should the participants not mutually decide otherwise;
16. Provide liaison officers in the area of maintenance, transportation and procurement assisting in the acquisition of support from the HN base and other required support personnel (security, reception, canteen, etc.);
17. Ensure communication: provide normal command and control communications (tower contact, command post, emergency response in the event of incidents, etc.);
18. Provide emergency response: provide available emergency measures (fire extinction, crew extraction, medical care, etc.);
19. Provide all necessary conditions for a safe implementation of all pre-prepared activities, trainings and exercises;
20. Ensure appropriate access on the VIP day for the representatives of the media and ensure their security and unobstructed access to the pre-set areas of movement by taking into account all security regulations;
21. The HN will provide services to the VF on the basis of a Statement of Requirements (SOR) and in accordance with HNS capabilities. VF’s SOR must be submitted to the HN in a timely manner and in accordance with the time schedules set at the planning conferences. The HN, on the other hand, will, in an appropriate manner, inform the VF of the provision of its requirements in an appropriate manner. All modifications or new VF’s requirements towards the HN during the execution of the exercise will be submitted to the directing staff of the Exercise “AS 18” by the VF representative;
22. Provide all necessary geospatial information (maps, imagery, etc.).

**ARTICLE 6**

**RESPONSIBILITIES OF THE VF**

1. The VF will **pay** forthe following services**:**
2. Medical and dental care in accordance with Article 12 of this TA, with the exception of that care, provided by the HN as emergency health assistance free of charge.
3. Other goods and services required in case of incidents (in accordance with the provisions of Article 7) – unforeseen events.
4. Catering for VF members for lunch only, according to the adopted price list.
5. VF will sign for any services received, maintain copies of all receipts and will settle all payment in Euro no more than 60 days following the reception of the invoices. Payments, in relation with this TA, will be paid to the HN on the following bank connection:

 Bank name: BankaSlovenije

 Slovenskacesta 35,

1505 Ljubljana

Slovenia

SWIFT code: BSLJSI2X

Beneficiary's account: No. (IBAN): SI 56011006370191114

Beneficiary's address: RepublikaSlovenija

 Ministrstvozaobrambo

 Vojkovacesta 55,

 1000 Ljubljana, SLOVENIA

1. Other VF responsibilitieswill be:
2. Submit SOR to the HN in a timely manner and in accordance with the time schedules set at the planning conferences.
3. Conduct the exercise and use the accommodation premises and HN capabilities in accordance with HN procedures.
4. Comply with environmental regulations and procedures relevant to the execution of the Exercise “AS18”, as well as any regulations in force in the HN concerning storage, transportation and disposal of hazardous material.
5. All vehicles and equipment of the VFwill be adequately insured by the Participants against all claims, disputes and liabilities pursuant to national law of HN.
6. Use all items, provided for temporary use,with care and return them to the appropriate HN military authorities prior to departure in the same condition in which they were received, except for wear and tear encountered during normal use.

**ARTICLE 7**

**LOGISTICS AND FINANCIAL RESPONSIBILITIES IN CASE OF UNFORESEEN EVENTS**

In case of unforeseen events, e.g. helicopter malfunction or bad weather conditions:

1. The HN will:

1. Authorize and arrange for the use/supply of local resources, to meet the requirements of the VF for stores and equipment, including fuel, rations, equipment, vehicles, communication facilities/capabilities, premises and hospitalization;
2. Authorize, subject to proper notification, the entering into, movement within and carrying the materiel out of its territory as required by the VF for the purpose of redeployment;
3. Notify the VF of specific requirements for managing the safe entering into, movement within, and carrying the hazardous materials out of its territory;
4. Provide liaison staff as interpreters and representatives of the advisory service, if requested;
5. Provide contracting guidance and assistance to VF upon their request. The VF may procure supplies and services locally on the same terms as offered to the HN Armed Forces.
6. Provide technical assistance for the repair of defects in accordance to their own available capabilities.

2. The VF will:

1. Provide liaison personnel to co-ordinate all logistic activities with local and civil authorities and at entry/exit points, if required.
2. Reimburse HN, as outlined in Article 6.2, for all requested goods and services in case of unforeseen events rendered by the military authorities of the HN, save for those items provided for temporary use. Any items provided to the VF for temporary use in case of unforeseen events will be used with care and returned to the appropriate HN military authorities prior to departure in the same condition in which they were received, except for wear and tear encountered during normal use.

**ARTICLE 8**

**COMMAND, CONTROL AND COMMUNICATION**

1. Operational command and control will be carried out by the Exercise “AS18” directing staff in the JernejMolan Military Post in Cerklje ob Krki.
2. All VF requirements or modifications of requirements towards the HN during the execution of the exercise will be submitted to the directing staff of the Exercise “AS 18” by the VF representative.
3. For the purposes of the Exercise "AS 18", the HN will provide frequencies for individual operating points for purposes of air-ground-air (AGA) communication and one frequency for aircraft communication, as well as the frequencies for air traffic control. All details will be defined in Special Instructions (SPINS) that will be submitted to the HN by the VFs in due time.
4. The VF will be obligated to send a timely NATO frequency request (NATO 14POINT) and all other requests (control and guidance of UAVs, VDL, Link 16, multiple frequencies for aircraft communication, possible ground connections and others) at the dates set down at the planning conferences to the following address: adriaticstrike.cis@mors.si.
5. The VF will ensure radio devices with associated equipment (batteries, battery chargers) that will enable communication with the aircraft within the 118 to 512Mhz frequency range (e.g.: Harris 7800M HH, 152, 117, Thales MBITR, Multiband-Radio Tadiran, etc.) for all JTACs.
6. Command, control and communications will be detailed in the exercise execution order for the Exercise “AS 18” and the exercise plan (EXEPLAN) that will be submitted to the VF in a timely manner.

**ARTICLE 9**

**DISCIPLINARY LIABILITY AND CRIMINAL JURISDICTION**

1. Criminal and disciplinary jurisdiction will be carried out in accordance with Article VII of the NATO/PfP SOFA.
2. In case the competent HN authorities detain a member of a VF, the following should be informed immediately: exercise directing staff and the highest representatives of the HN and VF. The latter will further inform their competent military bodies thereof.

**ARTICLE 10**

**CLAIMS AND LIABILITIES**

1. All claims arising out of, or in connection with this TA will be resolved in accordance with Article VIII of the NATO/PfP SOFA.

2. Claims not covered by NATO/PfP SOFA will be dealt with in accordance with applicable agreements, national and international law, rules and regulations.

**ARTICLE11**

**SAFETY OF FORCES, SECURITY AND PROTECTION OF INFORMATION**

1. All classified information and material exchanged or generated in connection with this TA will be used, transmitted, stored, handled and safeguarded in accordance with the NATO regulations or relevant international laws and agreements as applicable.
2. Force protection
3. The HN has the primary responsibility for the protection of any VF on its territory. The implementation of additional force protection measures by the HN, if any, will depend upon the threat assessment provided by the HN national agencies.
4. Force Protection measures during the Exercise “AS18” will focus on preventive security measures for the safety of all the forces and their equipment. The HN is responsible for security of the exercise areas, facilities or devices and airspace.
5. In the event of a request for stricter measures, the VF will submit the request to the HN.

**ARTICLE 12**

**MEDICAL AND DENTAL CARE**

1. Emergency health assistance and consultations provided by the military medical services and evacuations by military transport, where available, will be free of charge.
2. Medical and dental care will be provided under the same conditions as for the HN armed forces members in accordance with Paragraph 5 of Article IX of NATO SOFA.
3. All persons deployed to the HN territory on the basis of this TA must arrange appropriate health insurance prior to their arrival to the territory of the HN for reasons of payment of possible medical treatment costs.
4. Costs incurred from thehealthcare providersfor VFs’ personnel will be covered by a relevant VF under the prices applicable in the HN at the time.
5. HN will provide one medical NCO as liaison personnel, who will help with the administrative work in case of any medical assistance.
6. The VF will be responsible for ensuring that its personnel is fit in terms of health for the participation in the exercise “AS18” and that they don’t have any physical or personal inconvenience in this context.
7. The individual participants of the VF will deploy with their individual chronic medication.
8. Where assistance will be required from the HN to transfer injured personnel to a hospital of the VF’s choice using HN assets, the VF will accept responsibility for any reimbursement required for the transportation costs involved.
9. Strategic aeromedical evacuation will be a VF responsibility.
10. HN will provide assistance in order to help with contacts with public healthcare providers of the HN.

 **ARTICLE 13**

**INVESTIGATION PROCEDURES FOR ACCIDENTS / INCIDENTS**

1. The HN will handle any accident or incident involving an aircraft participating in the Exercise “AS18” in accordance with NATO STANAG 3531 on safety investigation and reporting of accidents/incidents involving military aircraft.
2. During the Exercise "AS18" the HN will provide a flight safety officer.

**ARTICLE 14**

**HANDLING A DEATH OF A MEMBER OF THE VF**

1. The death of a member of the VF on HN territory will be reported to the relevant HN authority. The death will be certified by an accredited doctor of the HN.

2. If the appropriate HN authority requires an autopsy to be carried out, it will be done by a HN doctor designated for this purpose. The HN will notify VF representative prior to an autopsytaking place. A doctor appointed by the VF authorities may also attend the autopsy.

3. The VF authorities will arrange for the handover of the body as soon as authorisation is received from the appropriate HN authority. Repatriation of the body will be in accordance with the HN regulations. The VF authorities will inform the HN authorities, on request, of the arrangements made for transporting the body out of the HN territory.

**ARTICLE 15**

**ENVIRONMENT PROTECTION**

1. The HN will provide VF with copies of environmental compliance rules or standards, which will be applied during the course of the Exercise “AS18”. The standards will be no higher than those for the HN Armed Forces. VF will respect these HN environmental standards.
2. VF will take all necessary measures in advance to prevent the pollution of underground resources, rivers and lakes.

**ARTICLE 16**

**BORDER CROSSING AND CUSTOMS PROCEDURES**

1. The VF will submit to the HN JOC NMCC (National Movement Coordination Cell) details of personnel and equipment participating in the Exercise “AS18” 21 days prior to their arrival (see Annex A - Request for Entry).
2. Members of VF will present on demand, upon entry into and exit from the territory of the HN, the following documents:

a) Identity card (with its number, showing the name, date of birth and rank);

b) Individual or collective movement order (NATO travel order as per STANAG 2456)

1. The VF may import and export free of duty all military equipment and assets required by the VF and reasonable quantities of provisions, supplies and other goods for the exclusive use of the VF. The VF will arrange a NATO 302 Form (see Annex A of STANAG 2456) for each vehicle crossing the HN border.

**ARTICLE 17**

**SETTLEMENT OF DISPUTES**

Any dispute regarding the interpretation or application of this TA will be resolved by consultation between the Participants at the lowest possible level and will not be referred to any national or international tribunal or third party for settlement.

**ARTICLE 18**

**FINAL PROVISIONS**

1. This TA will come into effect on the date when it has been signed by the Ministry of Defence of the Republic of Slovenia and at least one more Participant. For all other Participants the TA will enter into effect on the date of their signature.
2. TA will remain in effect until the exercise is ended and SNs’ forces personnel have departed from the territory of the HN. However, for financial purposes only, this TA will remain in effect until the payment for goods and services provided by the HN to SN have been completed under the provisions of this TA.
3. This TA may be amended at any time, by written mutual consent of the Participants.
4. This TA may be terminated by mutual consent of the Participants. Each Participant may terminate this TA giving written notice to the other Participants. In that case the termination will be effective 30 days after arrival of the notification.
5. In the event that this TA is terminated:
6. The provisions of Article 7 (Logistics and Finance Responsibilities in Case of Unforeseen Events), 10 (Claims and Liabilities), and 17 (Settlement of Disputes) will remain in effect until all outstanding payments, claims and disputes are finally settled;
7. The provisions of Article 11 (Security and Protection of Information) will remain in effect until all such information and material is either destroyed or returned to the originating Participant.
8. The TA will be signed in English language in duplicates. :

**Annexes:**

Annex A: Request for visit/transit Slovenia,

 Attachment- Request for visit/transit Slovenia

|  |  |
| --- | --- |
| **For the Ministry of Defence of the Republic of Slovenia****Date** | **For DACCC****Date** |

**TEHNIČNI DOGOVOR**

**MED**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE**

**IN**

**NATO DACCC**

**O**

**IZVAJANJU IN ZAGOTAVLJANJU PODPORE DRŽAVE GOSTITELJICE**

**MED**

**VAJO ADRIATIC STRIKE 2018**

 **3.–10. junij 2018**

**SLOVENIJA**

**UVOD**

Ministrstvo za obrambo Republike Slovenije in DACCC,

­­­­­­­­­­­­­­v nadaljnjem besedilu udeleženca, sta

OB UPOŠTEVANJU Severnoatlantske pogodbe, sklenjene v Washingtonu 4. aprila 1949, zlasti 3. člena;

OB UPOŠTEVANJU določb Sporazuma med pogodbenicami Severnoatlantske pogodbe o statusu njihovih sil (Nato SOFA), sklenjenega v Londonu 19. junija 1951;

OB UPOŠTEVANJU določb Sporazuma med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo v Partnerstvu za mir, glede statusa njihovih sil (PzM SOFA), vključno z Dodatnim protokolom k temu sporazumu z dne 19. junija 1995;

Z ŽELJO okrepiti sodelovanje na področju obrambe, še posebej na področju zmogljivosti kontrolorjev združenih ognjev (zmogljivosti KZO);

IN OB UPOŠTEVANJU potreb enot gostujočih sil, kar zadeva podporo države gostiteljice, medtem ko so sile razporejene v Republiki Sloveniji,

 DOSEGLA naslednje soglasje:

**1. ČLEN**

**OPREDELITEV IZRAZOV**

V tem tehničnem dogovoru se uporabljajo naslednje opredelitve izrazov:

1. Vaja AS18: večnacionalna vaja ADRIATIC STRIKE 2018, ki bo potekala v Sloveniji od 3. do 10. junija 2018.
2. Gostujoče sile: vojaške enote oboroženih sil NATO DACCC ob napotitvi na ozemlje Republike Slovenije za izvajanje vaje AS18. Izraz gostujoče sile vključuje vse zaloge, material in živež ter civilne komponente teh sil, kot je opredeljeno v Nato/PzM SOFA.
3. Država gostiteljica: Republika Slovenija, ki sprejme in začasno gosti gostujoče sile na svojem ozemlju med vajo AS18.
4. Podpora države gostiteljice: civilna in vojaška pomoč, ki jo država gostiteljica zagotavlja gostujočim silam med vajo AS18.
5. Vadišča: območja na ozemlju Slovenije, na katerih bo potekal del vaje AS18. Del vaje, ki bo potekal na vadišču Poček, bo vključeval bojno delovanje z uporabo ognja (uporaba letal, helikopterjev, artilerije in pehote). Na drugih območjih vaje bo potekalo bojno delovanje s simulacijo uporabe ognja brez bojnega streljanja, z uporabo sredstev za usposabljanje in vadbenega streliva. Druga območja bodo Celje, Trbovlje, Primoži, Črnomelj, Korošica in Cerklje ob Krki.
6. Opazovalci: predstavniki oboroženih sil, ki niso udeleženci, se lahko pridružijo vaji AS18 na podlagi povabila, tako da z državo gostiteljico podpišejo noto o pristopu k temu tehničnemu dogovoru (vzorec note o pristopu je v prilogi B k temu tehničnemu dogovoru). Njihova udeležba je omejena izključno na opazovanje dejavnosti, ki potekajo med vajo AS18, skladno s predpisi države gostiteljice in navodili organizatorjev vaje. Status opazovalcev predstavnikov iz držav, ki niso članice Nato/PzM, se določi skladno z nacionalno zakonodajo države gostiteljice.

**2. ČLEN**

**NAMEN IN PODROČJE UPORABE**

1. Namen tega tehničnega dogovora je opredeliti obveznosti in splošna načela izvajanja vaje AS18 in zagotavljanja podpore države gostiteljice. Tehnični dogovor opisuje tudi standarde, vrsto, raven in načine podpore, ki jo država gostiteljica zagotavlja gostujočim silam med vajo AS18.
2. Ta tehnični dogovor ni v nasprotju z nacionalnim pravom udeležencev ali mednarodnim pravom. V primeru nasprotij prevlada veljavno nacionalno ali mednarodno pravo. Udeleženca se ob takšnih nasprotjih nemudoma medsebojno obvestita.
3. Določbe Nato/PzM SOFA veljajo za vse aktivnosti, ki se izvajajo v povezavi s tem tehničnim dogovorom, razen če je to v tehničnem dogovoru določeno drugače.

**3. ČLEN**

**VELJAVNI DOKUMENTI**

1. Za zadeve, ki se obravnavajo v tem tehničnem dogovoru ali v sporazumu Nato/PzM SOFA, se uporabljajo naslednji dokumenti:
2. C-M(2002) (49) z dne 17. junija 2002 – Varnost v Organizaciji Severnoatlantske pogodbe (z vsemi spremembami).
3. NATO STANAG 3531: Varnostne preiskave in poročanje o nesrečah/izrednih dogodkih, v katere so vpleteni vojaški zrakoplovi in/ali izstrelki.

**4. ČLEN**

**KONCEPT VAJE AS18**

1. Vaja AS18 bo potekala na OSVAD Poček in na naslednjih lokacijah: Celje, Trbovlje, Primoži, Korošica in Cerklje ob Krki.
2. Namen vaje AS18 je uriti kontrolorje združenih ognjev ter pilote države gostiteljice ob podpori kontrolorjev združenih ognjev in zračnih zmogljivosti gostujočih sil.
3. Osebja države gostiteljice, ki se bo usposabljalo na vaji AS18, bo do 300 in približno 200 oseb za podporo. Pripadniki gostujočih sil bodo nameščeni v vojaških objektih. Večina izmed njih bo v Novem mestu (35 km od letalske baze Cerklje), (cenik podpore države gostiteljice), nekateri pa bodo tudi v Ljubljani, Postojni in Gotenici. Na željo gostujočih sil bodo njihovi pripadniki lahko nastanjeni tudi zunaj vojaških objektov, kar je v pristojnosti gostujočih sil. V tem primeru bo država gostiteljica pomagala gostujočim silam pri urejanju zadev.
4. Časovnica vaje AS18:

– prihod osebja gostujočih sil: 3. junij 2018,

– vaja AS18: od 3. do 10. junija 2018,

– predstavitev za vse udeležence: 4. junij 2018,

– odhod pripadnikov gostujočih sil: 10.junij 2018.

**5. ČLEN**

**OBVEZNOSTI DRŽAVE GOSTITELJICE**

1. Država gostiteljica zagotavlja naslednje blago in storitve **proti plačilu:**
2. zdravstveno in zobozdravstveno oskrbo pripadnikov gostujočih sil pri izvajalcu javne zdravstvene službe, skladno z 12. členom tega tehničnega dogovora;
3. blago in storitve, zahtevane v primeru izrednih dogodkov (skladno z določbami 7. člena);
4. samo kosilo za pripadnike gostujočih sil po sprejetem ceniku.
5. Država gostiteljica zagotavlja naslednje storitve **brezplačno:**
6. angleško govorečega častnika ali podčastnika kot osebo za stike, ki gostujočim silam, če je treba, pomaga med vajo AS18;
7. interni sistem vojaških zvez ali komunikacij, skladno z zahtevami vaje AS18, elektronsko in radijsko opremo za povezavo med vodstvom vaje in posameznimi delovnimi točkami;
8. zdravstveno in zobozdravstveno oskrbo skladno z opisom v 12. členu;
9. vojaški cestni prevoz osebja in opreme po letalski bazi;
10. storitve prevajanja in tolmačenja, če so potrebne.
11. Druge obveznosti države gostiteljice so:
12. svetovanje o veljavnih okoljskih predpisih, ki veljajo med vajo AS18, zlasti o ustreznih predpisih in postopkih glede varovanja okolja na vadišču;
13. izvajanje vseh nalog oboroženega varovanja;
14. zagotovitev, kolikor je to mogoče, da je kakovost blaga in storitev, zagotovljenih gostujočim silam, enaka kakovosti blaga in storitev, zagotovljenih vojaškemu osebju države gostiteljice primerljivega čina ali položaja, razen če se udeleženci med seboj odločijo drugače;
15. zagotovitev častnikov za zvezo na področju vzdrževanja, transporta in nabav, ki pomagajo pri pridobivanju podpore iz baze države gostiteljice in drugega potrebnega podpornega osebja (za varnost, recepcijo, menzo itn.);
16. zagotavljanje komunikacij: zagotavljanje običajnih zvez za poveljevanje in kontrolo (stik s stolpom, poveljniško mesto, intervencijsko ukrepanje ob izrednih dogodkih itn.);
17. ukrepanje v primeru nesreč: zagotavljanje razpoložljivih nujnih ukrepov (gašenje požarov, izvleka posadke, zdravniška oskrba itn.);
18. zagotovitev vseh potrebnih pogojev za varno izvajanje vseh vnaprej pripravljenih dejavnosti, usposabljanj in vaj;
19. zagotovitev ustreznih dostopov ob VIP-dnevu za predstavnike medijev ter skrb za njihovo varnost in nemoten dostop do vnaprej določenih območij gibanja, ob upoštevanju vseh varnostnih predpisov;
20. država gostiteljica za gostujoče sile zagotavlja storitve na podlagi izjave o potrebah in skladno z zmogljivostmi podpore države gostiteljice. Gostujoče sile morajo izjavo o potrebah predložiti državi gostiteljici pravočasno in skladno s terminskimi načrti, določenimi na načrtovalnih konferencah. Država gostiteljica pa na ustrezen način obvesti gostujoče sile o ugoditvi njihovim zahtevam. Vse spremembe ali nove zahteve gostujočih sil do države gostiteljice v času izvajanja vaje posreduje predstavnik gostujočih sil vodstvu vaje AS18;
21. zagotovitev vseh potrebnih geoprostorskih informacij (zemljevidov, slikovnega gradiva ipd.).

**6. ČLEN**

**OBVEZNOSTI GOSTUJOČIH SIL**

1. Gostujoče sile **plačajo** naslednje storitve:
2. zdravstveno in zobozdravstveno oskrbo, skladno z 12. členom tega tehničnega dogovora, razen oskrbe, ki jo država gostiteljica zagotavlja kot brezplačno nujno zdravstveno pomoč;
3. drugo blago in storitve, zahtevane v primeru izrednih dogodkov (skladno z določbami 7. člena) – nepredvideni dogodki;
4. samo kosilo za osebje gostujočih sil po sprejetem ceniku.

1. S podpisom gostujoče sile potrdijo vse prejete storitve in hranijo izvode vseh potrdil o prejemu ter vsa plačila poravnajo v evrih najpozneje 60 dni po prejemu računov. Skladno s tem tehničnim dogovorom se plačila državi gostiteljici izvršijo na naslednji bančni račun:

 Ime banke: Banka Slovenije

 Slovenska cesta 35

 1505 Ljubljana

 Slovenija

BIC koda: BSLJSI2X

Račun upravičenca: Št. (IBAN): SI 56011006370191114

Naslov upravičenca: Republika Slovenija

 Ministrstvo za obrambo

 Vojkova cesta 55

 1000 Ljubljana, SLOVENIJA

1. Druge obveznosti gostujočih sil so:
2. izjavo o zahtevah morajo predložiti državi gostiteljici pravočasno in skladno s terminskimi načrti, določenimi na načrtovalnih konferencah;
3. izvesti vajo AS18 in uporabiti nastanitvene prostore in zmogljivosti države gostiteljice skladno s postopki države gostiteljice;
4. spoštovanje okoljskih predpisov in postopkov v zvezi z izvedbo vaje AS18 ter vseh drugih predpisov, ki veljajo v državi gostiteljici o skladiščenju, prevažanju in odlaganju nevarnih snovi;
5. vsa svoja vozila in opremo, vključno z zračno in kopensko opremo, morajo ustrezno zavarovati za primer terjatev, sporov in odškodninske odgovornosti, skladno z nacionalno zakonodajo države gostiteljice;
6. vsa sredstva, namenjena začasni uporabi, se uporabljajo skrbno in se pred odhodom vrnejo ustreznim vojaškim organom države gostiteljice v enakem stanju, kot so bila prejeta, razen fizične obrabe, ki je posledica običajne uporabe.

**7. ČLEN**

**LOGISTIČNE IN FINANČNE OBVEZNOSTI OB NEPREDVIDENIH DOGODKIH**

Ob nepredvidenih dogodkih, na primer motnjah v delovanju helikopterja ali slabih vremenskih razmerah:

1. Država gostiteljica:

1. odobri in uredi vse potrebno za uporabo oziroma dobavo lokalnih virov za izpolnitev zahtev gostujočih sil glede zalog in opreme, vključno z gorivom, obroki hrane, opremo, vozili, komunikacijami, prostori/zmogljivostmi in bolnišničnim zdravljenjem;
2. dovoli, če je o tem ustrezno obveščena, uvoz opreme na slovensko ozemlje, premike opreme po ozemlju Slovenije in izvoz opreme s svojega ozemlja, skladno s potrebami gostujočih sil za namene prerazporeditve;
3. obvesti gostujoče sile o posebnih zahtevah za varen uvoz nevarnih snovi na svoje ozemlje, njihov prevoz po svojem ozemlju in izvoz s svojega ozemlja;
4. zagotovi, če je potrebno, osebje za zvezo, kot so prevajalci in predstavniki svetovalne službe;
5. na zahtevo gostujočih sil zagotovi navodila glede sklepanja pogodb in pomoč. Gostujoče sile lahko blago in storitve nabavljajo na lokalnem trgu pod enakimi pogoji, kot veljajo za oborožene sile države gostiteljice;
6. zagotovi tehnično pomoč za odpravo okvar, skladno z lastnimi razpoložljivimi zmogljivostmi.

2. Gostujoče sile:

1. zagotovijo osebje za zvezo, ki vse logistične dejavnosti, če je treba, uskladi z lokalnimi in civilnimi organi ter na točkah vstopa/izstopa;
2. povrnejo državi gostiteljici skladno s 6.2 členom stroške vseh zahtevanih dobav blaga in storitev, nastalih zaradi nepredvidenih dogodkov, ki so jih zagotovili vojaški organi države gostiteljice, razen sredstev, ki so bila dana v začasno uporabo. Vsa sredstva, ki se gostujočim silam zagotovijo v začasno uporabo, se uporabljajo skrbno in se pred odhodom vrnejo ustreznim vojaškim organom države gostiteljice v enakem stanju, kot so bila prejeta, razen fizične obrabe, ki je posledica običajne uporabe.

**8. ČLEN**

**POVELJEVANJE, KONTROLA IN KOMUNIKACIJE**

1. Operativno poveljevanje in kontrolo zagotavlja vodstvo vaje AS18 v Vojašnici Jerneja Molana v Cerkljah ob Krki.
2. Vse spremembe ali nove zahteve gostujočih sil do države gostiteljice v času izvajanja vaje posreduje predstavnik gostujočih sil vodstvu vaje AS18.
3. Za namene vaje AS18država gostiteljica zagotovi frekvence za posamezne delovne točke za komunikacije zrak-zemlja-zrak (AGA) in eno frekvenco za povezavo med zrakoplovi ter frekvence za kontrolo zračnega prometa. Vse podrobnosti se opredelijo v posebnih navodilih za letenje (SPINS), ki jih gostujoče sile pravočasno posredujejo državi gostiteljici.
4. Gostujoče sile morajo Natov zahtevek za frekvenco (NATO 14POINT) in vse druge zahtevke (za nadzor in vodenje brezpilotnih zrakoplovov, za prenos slike z letalskega senzorja (VDL), Link 16, več frekvenc za povezavo med zrakoplovi, morebitne zemeljske povezave in drugo) pravočasno posredovati na naslov adriaticstrike.cis@mors.si.
5. Gostujoče sile zagotovijo radijske naprave s pripadajočo opremo (baterije, polnilci baterij), ki omogočajo komunikacijo z zrakoplovi v frekvenčnem območju od 118 do 512 Mhz (npr. Harris 7800M HH, 152, 117, Thales MBITR, večpasovni radio Tadiran itn.) za vse kontrolorje združenih ognjev.
6. Poveljevanje, kontrola in komunikacije se podrobno opredelijo z ukazom za izvedbo vaje AS18 in z načrtom za vajo (EXEPLAN), ki se pravočasno posredujeta gostujočim silam.

**9. ČLEN**

**DISCIPLINSKA ODGOVORNOST IN KAZENSKA JURISDIKCIJA**

1. Kazenska in disciplinska jurisdikcija se izvaja v skladu s VII. členom Nato SOFA.
2. Če pristojni organi oblasti države gostiteljice pridržijo pripadnika gostujočih sil, je treba o tem nemudoma obvestiti: vodstvo vaje AS18 ter najvišje predstavnike države gostiteljice in gostujočih sil. Ti o tem naprej obvestijo svoje pristojne vojaške organe.

**10. ČLEN**

**TERJATVE IN ODŠKODNINSKA ODGOVORNOST**

1. Terjatve, ki izhajajo iz tega tehničnega dogovora in so povezane z njim, se obravnavajo skladno z VIII. členom Nato/PzM SOFA.

2. Terjatve, ki niso vključene v sporazumu Nato/PzM SOFA, se obravnavajo skladno z veljavnimi sporazumi, nacionalno in mednarodno zakonodajo ter s pravili in predpisi.

**11. ČLEN**

**ZAŠČITA SIL, VARNOST IN VAROVANJE INFORMACIJ**

1. Vse informacije in oprema z oznako tajnosti, ki se izmenjujejo ali nastanejo v zvezi s tem tehničnim dogovorom, se uporabljajo, prenašajo, hranijo, obravnavajo in varujejo skladno s predpisi Nata ali z veljavnim mednarodnim pravom in mednarodnimi dogovori.
2. Zaščita sil
* Država gostiteljica je primarno odgovorna za zaščito gostujočih sil na slovenskem ozemlju. Morebitni dodatni ukrepi za zaščito sil, ki jih izvaja država gostiteljica, so odvisni od ocene grožnje, ki jo zagotovijo nacionalne agencije države gostiteljice.
* Ukrepi za zaščito sil med vajo AS18 so osredotočeni na preventivne varnostne ukrepe za varnost vseh sil in njihove opreme. Država gostiteljica je odgovorna za varnost vadišč, objektov oz. naprav in zračnega prostora.
* V primeru zahteve po strožjih ukrepih gostujoče sile podajo zahtevek državi gostiteljici.

**12. ČLEN**

**ZDRAVSTVENA IN ZOBOZDRAVSTVENA OSKRBA**

1. Nujna zdravstvena pomoč in svetovanje, ki ju zagotovijo vojaške zdravstvene službe, ter evakuacija z vojaškimi transportnimi sredstvi, kjer je ta na voljo, so brezplačni.
2. Zdravstvena in zobozdravstvena oskrba se zagotovita pod enakimi pogoji kot za pripadnike oboroženih sil države gostiteljice, skladno s 5. odstavkom IX. člena Nato SOFA.
3. Osebe, razmeščene na ozemlju države gostiteljice na podlagi tega tehničnega dogovora, morajo pred prihodom na ozemlje države gostiteljice priskrbeti ustrezno zdravstveno zavarovanje zaradi plačila morebitnih stroškov zdravljenja.
4. Stroške zdravljenja pripadnikov gostujočih sil v zdravstvenih ustanovah krijejo zadevne gostujoče sile po takrat veljavnih cenah v državi gostiteljici.
5. Država gostiteljica zagotovi zdravstvenega podčastnika, ki ob zagotavljanju zdravniške pomoči pomaga pri administrativnem delu.
6. Gostujoče sile morajo poskrbeti, da je njihovo osebje zdravo in sposobno sodelovati na vaji AS18 in da v zvezi s tem nima fizičnih ali osebnih težav.
7. Na vaji lahko sodelujejo tudi posamezni pripadniki gostujočih sil, ki se zdravijo zaradi kronične bolezni.
8. Če je potrebna pomoč gostujoče sile pri prevozu poškodovanega osebja s sredstvi države gostiteljice v bolnišnico, ki jo izbere gostujoča sila, mora ta povrniti nastale prevozne stroške.
9. Strateška zdravstvena evakuacija je v pristojnosti gostujočih sil.
10. Država gostiteljica pomaga pri stikih z izvajalci javne zdravstvene službe.

 **13. ČLEN**

**PREISKAVA NESREČ/IZREDNIH DOGODKOV**

1. Država gostiteljica obravnava vsako nesrečo ali izredni dogodek, v katerega je vpleten zrakoplov, ki sodeluje na vaji AS18, skladno z določbami Nato Stanaga 3531 o varnostnih preiskavah in poročanju o nesrečah/izrednih dogodkih, v katere so vpleteni vojaški zrakoplovi.
2. Med vajo AS18 država gostiteljica zagotovi častnika za varnost letenja.

**14. ČLEN**

**RAVNANJE OB SMRTI PRIPADNIKA GOSTUJOČIH SIL**

1. O smrti pripadnika gostujočih sil na ozemlju države gostiteljice se poroča ustreznim organom države gostiteljice. Smrt potrdi pooblaščeni zdravnik države gostiteljice.

2. Če pristojni organ države gostiteljice zahteva obdukcijo, jo opravi zdravnik države gostiteljice, ki je določen za ta namen. Država gostiteljica o obdukciji predhodno obvesti predstavnika gostujočih sil. Obdukciji lahko prisostvuje tudi zdravnik, ki ga določijo organi gostujočih sil.

3. Organi gostujočih sil uredijo izročitev umrlega takoj, ko od ustreznega organa države gostiteljice prejmejo odobritev. Vrnitev umrlega v domovino poteka skladno s predpisi države gostiteljice. Organi gostujočih sil na zahtevo obvestijo organe države gostiteljice glede ureditve prevoza umrlega z ozemlja države gostiteljice.

**15. ČLEN**

**VARSTVO OKOLJA**

1. Država gostiteljica priskrbi gostujoči sili kopije pravilnikov oziroma standardov o varstvu okolja, ki veljajo med vajo AS18. Ti standardi niso strožji od standardov za oborožene sile države gostiteljice. Gostujoče sile spoštujejo okoljske standarde države gostiteljice.
2. Gostujoče sile sprejmejo vse potrebne ukrepe za preprečevanje onesnaženja podtalnih vodnih virov, rek in jezer.

**16. ČLEN**

**PREČKANJE MEJE IN CARINSKI POSTOPKI**

1. Gostujoče sile 21 dni pred svojim prihodom posredujejo združenemu operativnemu centru države gostiteljice (nacionalni celici za koordinacijo premikov) podatke o osebju, ki sodeluje na vaji AS18, in opremi, ki se uporablja v ta namen (glej prilogo A – Zahtevek za vstop).
2. Pripadniki gostujočih sil ob vstopu na ozemlje države gostiteljice in ob izstopu z njega na zahtevo predložijo naslednje dokumente:

a) osebno izkaznico (s številko, imenom, datumom rojstva in činom);

b) nalog za posamezne ali skupinske premike (Natov potni nalog, skladno s Stanagom 2456).

1. Gostujoče sile lahko brez dajatev uvozijo in izvozijo vojaško opremo in sredstva, ki jih potrebujejo, ter razumne količine živil, zalog in drugega blaga za izključno lastno uporabo. Vsako vozilo gostujočih sil, ki prečka mejo države gostiteljice, ima Natov obrazec 302 (glej prilogo A Stanaga 2456).

**17. ČLEN**

**REŠEVANJE SPOROV**

Morebitni spori glede razlaganja ali izvajanja tega tehničnega dogovora se rešujejo s posvetovanjem med udeležencema na najnižji možni ravni in se ne posredujejo v reševanje kateremu koli državnemu ali mednarodnemu sodišču ali tretji strani.

**18. ČLEN**

**KONČNE DOLOČBE**

1. Ta tehnični dogovor začne veljati z dnem podpisa Ministrstva za obrambo Republike Slovenije in vsaj še enega udeleženca. Ta tehnični dogovor začne za vse preostale udeležence veljati z dnem njihovega podpisa.
2. Dogovor velja do konca vaje in odhoda gostujočih sil z ozemlja države gostiteljice. Zaradi urejanja finančnih zadev ustrezne aktivnosti tega tehničnega dogovora veljajo, dokler niso izvedena plačila za blago in storitve, ki jih država gostiteljica zagotovi zadevnim gostujočim silam, skladno z določbami tega tehničnega dogovora.
3. Tehnični dogovor se lahko kadar koli spremeni ali dopolni s pisnim soglasjem udeležencev.
4. Tehnični dogovor lahko preneha veljati kadar koli s soglasjem udeležencev. Vsak udeleženec lahko prekine tehnični dogovor s pisnim obvestilom drugim udeležencem. V tem primeru prekinitev začne veljati v tridesetih dneh po prejemu obvestila.
5. Ob prenehanju veljave tehničnega dogovora:
6. veljajo določbe 7. (Logistične in finančne obveznosti ob nepredvidenih dogodkih), 10. (Terjatve in odškodninska odgovornost) in 17. člena (Reševanje sporov), dokler niso dokončno urejena vsa nerešena plačila, terjatve in spori;
7. veljajo določbe 11. člena (Zaščita sil, varnost in varovanje informacij), dokler niso vse takšne informacije in gradiva bodisi uničena ali vrnjena izvornemu udeležencu.
8. Tehnični dogovor je sestavljen v angleškem jeziku v dveh izvirnikih.

**Priloge:**

Priloga A: Zahtevek za obisk Slovenije/tranzit po Sloveniji,

 Priponka Zahtevek za obisk Slovenije/tranzit po Sloveniji,

|  |  |
| --- | --- |
| **Za Ministrstvo za obrambo Republike Slovenije****Datum** | **Za DACCC****Datum** |

1. \*Turkey recognizes the Republic of Macedonia with its constitutional name [↑](#footnote-ref-1)
2. \* Turčija priznava Republiko Makedonijo pod njenim ustavnim imenom. [↑](#footnote-ref-2)