NOTE OF JOINING

FOR THE MINISTER OF NATIONAL DEFENCE OF CANADA

TO PARTICIPATE IN THE MEMORANDUM OF UNDERSTANDING

AMONG

THE MINISTRY OF DEFENCE OF THE CZECH REPUBLIC,

THE MINISTER OF THE ARMED FORCES OF THE FRENCH REPUBLIC,

THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY,

THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC,

THE MINISTRY OF DEFENCE OF HUNGARY,

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC,

THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND,

THE MINISTRY OF NATIONAL DEFENCE OF ROMANIA,

THE MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC,

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA,

THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING

THE ESTABLISHMENT, ADMINISTRATION AND OPERATION

OF THE JOINT CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR DEFENCE CENTRE OF EXCELLENCE

THE Minister of National Defence of Canada

HAVING DECIDED to broaden its participation in NATO’s overall CBRN Defence power transformation efforts; and

DESIRING to join the current Participants of the JCBRN Defence COE by providing the personnel for the following post:

 - CBRN Defence Operations Planner (OF-3) as of 15 July 2018

ELECTS to participate in the Memorandum of Understanding among the Ministry of Defence of
the Czech Republic, the Minister of the Armed Forces of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of Hungary, the Ministry of Defence of the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Republic of Slovenia, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America, concerning the Establishment, Administration and Operation of the JCBRN Defence COE, which came into effect on the [*to be filled*].

COMMITS to contributing its share to the annual budget starting with fiscal year 2019.

INTENDS to abide by all subsequent agreements and arrangements to the JCBRN Defence COE Operational MOU concluded until the date of entry into effect of this Note of Joining, listed as follows:

- Technical Arrangement between the Federal Minister of Defence and Sports of the Republic of Austria and the Ministry of Defence of the Czech Republic, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of Hungary, the Ministry of Defence of
the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of
the Republic of Slovenia, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America regarding the contributions of
the Federal Minister of Defence and Sports of the Republic of Austria to the operation of the Joint Chemical, Biological, Radiological and Nuclear Defence Centre of Excellence, which entered into effect on the 23rd of August 2016.

For the Minister of National Defence of Canada

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Ministry of Defence of the Czech Republic, the Minister of the Armed Forces of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of Hungary, the Ministry of Defence of the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Republic of Slovenia, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America, as the Participants to the JCBRN Defence COE Operational MOU;

WELCOMING the expressed commitment by the Minister of National Defence of Canada;

SUPPORT the Minister of National Defence of Canada joining them as a Participant to the JCBRN Defence COE Operational MOU under the terms outlined in this Note of Joining;

CONFIRM that this Note of Joining supplements the JCBRN Defence COE Operational MOU;

This Note of Joining is only effective for the new Participant if it also signs a Note of Joining to
the JCBRN Defence COE Functional MOU;

This Note of Joining is signed in one original in the English and French languages, both equally valid. It constitutes a change to the JCBRN Defence COE’s Operational MOU and, as such, is duly recorded in the JCBRN Defence COE’s Operational MOU Record of Change.

The original document is deposited with the Ministry of Defence of the Czech Republic which is responsible for providing certified copies to all other Participants to the JCBRN Defence COE Operational MOU, the Joining Nation, the JCBRN Defence COE, and HQ SACT.

For the Ministry of Defence of the Czech Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Minister of the Armed Forces of the French Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Federal Ministry of Defence of the Federal Republic of Germany

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of National Defence of the Hellenic Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of Hungary

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of the Italian Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Minister of National Defence of the Republic of Poland

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of National Defence of Romania

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of the Slovak Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of the Republic of Slovenia

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Department of Defense of the United States of America

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE OF JOINING

FOR THE MINISTER OF NATIONAL DEFENCE OF CANADA

TO PARTICIPATE IN THE

MEMORANDUM OF UNDERSTANDING

AMONG

THE MINISTRY OF DEFENCE OF THE CZECH REPUBLIC,

THE MINISTER OF THE ARMED FORCES OF THE FRENCH REPUBLIC,

THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY,

THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC,

THE MINISTRY OF DEFENCE OF HUNGARY,

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC,

THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND,

THE MINISTRY OF NATIONAL DEFENCE OF ROMANIA,

THE MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC,

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA,

THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION

CONCERNING

THE FUNCTIONAL RELATIONSHIP REGARDING

THE JOINT CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR DEFENCE CENTRE OF EXCELLENCE

THE Minister of National Defence of Canada

HAVING DECIDED to broaden its participation in NATO’s overall CBRN Defence transformation efforts; and

CONSIDERING its participation in the JCBRN Defence COE, located in Vyškov, Czech Republic as a Framework Nation as stated in the Note of Joining to participate in the Memorandum of Understanding among the Ministry of Defence of the Czech Republic, the Minister of the Armed Forces of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of Hungary, the Ministry of Defence of the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Republic of Slovenia, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America concerning the Establishment, Administration and Operation of the JCBRN Defence COE signed on [date];

ELECTS to participate in the Memorandum of Understanding among the Ministry of Defence of the Czech Republic, the Minister of the Armed Forces of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of Hungary, the Ministry of Defence of the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Republic of Slovenia, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America, as well as Headquarters, Supreme Allied Commander Transformation, concerning the Functional Relationship regarding the JCBRN Defence COE, which came into effect on [date].

For the Minister of National Defence of Canada

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Ministry of Defence of the Czech Republic, the Minister of the Armed Forces of the French Republic, the Federal Ministry of the Armed Forces of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of Hungary, the Ministry of Defence of the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Republic of Slovenia, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America, as well as Headquarters, Supreme Allied Commander Transformation, as the Participants to the JCBRN Defence COE Functional MOU,

WELCOMING the expressed commitment by the Minister of National Defence of Canada;

CONCUR with the Minister of National Defence of Canada joining them as a Participant to the JCBRN Defence COE Functional MOU under the terms outlined in this Note of Joining.

This Note of Joining comes into effect on the date on which the last signature is appended to it, or to the Note of Joining for the Minister of National Defence of Canada to participate to the JCBRN Defence COE Operational MOU.

This Note of Joining is signed in one original in the English and French languages, both equally valid. The original document is deposited with HQ SACT, which is responsible for providing certified copies to all Participants to the JCBRN Defence COE Functional MOU, JCBRN Defence COE and the Joining Nation. This joining is duly recorded in the JCBRN Defence COE’s Functional MOU Record of Changes.

For the Ministry of Defence of the Czech Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Minister of the Armed Forces of the French Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Federal Ministry of Defence of the Federal Republic of Germany

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of National Defence of the Hellenic Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of Hungary

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of the Italian Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Minister of National Defence of the Republic of Poland

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of National Defence of Romania

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of the Slovak Republic

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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For the Ministry of Defence of the Republic of Slovenia

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Department of Defense of the United States of America

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Headquarters, Supreme Allied Commander Transformation

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTA O PRISTOPU

MINISTRA ZA NARODNO OBRAMBO KANADE

K MEMORANDUMU O SOGLASJU MED

MINISTRSTVOM ZA OBRAMBO ČEŠKE REPUBLIKE,

MINISTROM ZA OBRAMBO FRANCOSKE REPUBLIKE,

ZVEZNIM MINISTRSTVOM ZA OBRAMBO ZVEZNE REPUBLIKE NEMČIJE,

MINISTRSTVOM ZA NARODNO OBRAMBO HELENSKE REPUBLIKE,

MINISTRSTVOM ZA OBRAMBO MADŽARSKE,

MINISTRSTVOM ZA OBRAMBO ITALIJANSKE REPUBLIKE,

MINISTROM ZA NARODNO OBRAMBO REPUBLIKE POLJSKE,

MINISTRSTVOM ZA NARODNO OBRAMBO ROMUNIJE,

MINISTRSTVOM ZA OBRAMBO SLOVAŠKE REPUBLIKE,

MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE,

MINISTRSTVOM ZA OBRAMBO ZDRUŽENEGA KRALJESTVA VELIKA BRITANIJA IN SEVERNA IRSKA

TER

MINISTRSTVOM ZA OBRAMBO ZDRUŽENIH DRŽAV AMERIKE O

USTANOVITVI, UPRAVLJANJU IN DELOVANJU

CENTRA ODLIČNOSTI ZA SKUPNO JEDRSKO, RADIOLOŠKO, KEMIČNO IN BIOLOŠKO OBRAMBO

Minister za narodno obrambo Kanade se

PO ODLOČITVI za razširitev svojega sodelovanje v Natovih skupnih prizadevanjih za preoblikovanje na področju JRKB-obrambe in

Z ŽELJO po pridružitvi sedanjim udeležencem centra odličnosti za skupno JRKB-obrambo tako, da zagotovi osebje za delovno mesto načrtovalec operacij za JRKB-obrambo (OF-3) z dne 15. julija 2018,

(v zvezi s tem se doda nova vrstica v preglednico o udeležbi v Prilogi A k Operativnemu memorandumu o soglasju, kakor sledi:

|  |  |  |
| --- | --- | --- |
| Udeleženci | Število dodeljenih delovnih mest glede na delitev stroškov | Bistvene pripombe |
| KANADA | 1 |  |

skupno število dodeljenih delovnih mest glede na delitev stroškov v tej preglednici je 51;)

ODLOČI sodelovati pri Memorandumu o soglasju med Ministrstvom za obrambo Češke republike, ministrom za obrambo Francoske republike, Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za narodno obrambo Helenske republike, Ministrstvom za obrambo Madžarske, Ministrstvom za obrambo Italijanske republike, ministrom za narodno obrambo Republike Poljske, Ministrstvom za narodno obrambo Romunije, Ministrstvom za obrambo Slovaške republike, Ministrstvom za obrambo Republike Slovenije, Ministrstvom za obrambo Združenega kraljestva Velike Britanije in Severne Irske ter Ministrstvom za obrambo Združenih držav Amerike o ustanovitvi, upravljanju in delovanju centra odličnosti za skupno JRKB-obrambo, ki je začel veljati 26. aprila 2018;

ZAVEŽE, da bo prispeval svoj delež v letni proračun, z začetkom v proračunskem letu 2019;

SOGLAŠA, da bo spoštoval vse nadaljnje sporazume in dogovore v zvezi z Operativnim memorandumom o soglasju o centru odličnosti za skupno JRKB-obrambo, sklenjene do datuma začetka veljavnosti te note o pristopu.

Upošteval bo:

* Tehnični sporazum med Zveznim ministrstvom za obrambo in šport Republike Avstrije in Ministrstvom za obrambo Češke republike, ministrom za obrambo Francoske republike, Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za narodno obrambo Helenske republike, Ministrstvom za obrambo Madžarske, Ministrstvom za obrambo Italijanske republike, ministrom za narodno obrambo Republike Poljske, Ministrstvom za narodno obrambo Romunije, Ministrstvom za obrambo Slovaške republike, Ministrstvom za obrambo Republike Slovenije, Ministrstvom za obrambo Združenega kraljestva Velika Britanija in Severna Irska ter Ministrstvom za obrambo Združenih držav Amerike o prispevkih Zveznega ministrstva za obrambo in šport Republike Avstrije za delovanje centra odličnosti za skupno jedrsko, radiološko, kemično in biološko obrambo, ki je začel veljati 23. avgusta 2016.

Za ministra za narodno obrambo Kanade

Podpis

Ime in priimek

Dolžnost

Norfolk, Združene države Amerike,

Kraj/datum

Ministrstvo za obrambo Češke republike, minister za obrambo Francoske republike, Zvezno ministrstvo za obrambo Zvezne republike Nemčije, Ministrstvo za narodno obrambo Helenske republike, Ministrstvo za obrambo Madžarske, Ministrstvo za obrambo Italijanske republike, minister za narodno obrambo Republike Poljske, Ministrstvo za narodno obrambo Romunije, Ministrstvo za obrambo Slovaške republike, Ministrstvo za obrambo Republike Slovenije, Ministrstvo za obrambo Združenega kraljestva Velika Britanija in Severna Irska ter Ministrstvo za obrambo Združenih držav Amerike kot udeleženci Operativnega memoranduma o soglasju centra odličnosti za skupno JRKB-obrambo:

POZDRAVLJAJO izraženo zavezo ministra za narodno obrambo Kanade;

PODPIRAJO ministra za narodno obrambo Kanade, da se pridruži kot udeleženec k Operativnemu memorandumu o soglasju centra odličnosti za skupno JRKB-obrambo, in sicer pod pogoji, ki so navedeni v tej noti o pristopu;

POTRJUJEJO, da nota o pristopu dopolnjuje Operativni memorandum o soglasju centra odličnosti za skupno JRKB-obrambo.

Nota o pristopu začne veljati za novega udeleženca, če ta podpiše še Noto o pristopu k Funkcionalnemu memorandumu o soglasju centra odličnosti za skupno JRKB-obrambo.

Nota o pristopu se podpiše v enem izvirniku v angleškem in francoskem jeziku, pri čemer sta obe različici enakovredni. Predstavlja spremembo Operativnega memoranduma o soglasju centra odličnosti za skupno JRKB-obrambo in se zato ustrezno zapiše v seznam sprememb Operativnega memoranduma o soglasju centra odličnosti za skupno JRKB-obrambo.

Izvirni dokument hrani Ministrstvo za obrambo Češke republike, ki priskrbi overjene izvode vsem udeležencem Operativnega memoranduma o soglasju centra odličnosti za skupno JRKB-obrambo, pristopni državi, centru odličnosti za JRKB-obrambo in Poveljstvu vrhovnega poveljnika zavezniških sil za preoblikovanje (HQ SACT).

NOTE D’ADHÉSION

POUR LE MINISTRE DE LA DÉFENSE NATIONALE DU CANADA POUR PARTICIPER AU MÉMORANDUM D’ENTENTE

ENTRE

LE MINISTÈRE DE LA DÉFENSE DE LA RÉPUBLIQUE TCHÈQUE, LE MINISTRE DES ARMÉES DE LA RÉPUBLIQUE FRANÇAISE,

LE MINISTÈRE FÉDÉRAL DE LA DÉFENSE DE LA RÉPUBLIQUE FÉDÉRALE D’ALLEMAGNE,

LE MINISTÈRE DE LA DÉFENSE NATIONALE DE LA RÉPUBLIQUE HELLÉNIQUE, LE MINISTÈRE DE LA DÉFENSE DE HONGRIE,

LE MINISTÈRE DE LA DÉFENSE DE LA RÉPUBLIQUE ITALIENNE,

LE MINISTRE DE LA DÉFENSE NATIONALE DE LA RÉPUBLIQUE DE POLOGNE, LE MINISTÈRE DE LA DÉFENSE NATIONALE DE ROUMANIE,

LE MINISTÈRE DE LA DÉFENSE DE LA RÉPUBLIQUE SLOVAQUE, LE MINISTÈRE DE LA DÉFENSE DE LA RÉPUBLIQUE DE SLOVÉNIE,

LE MINISTÈRE DE LA DÉFENSE DU ROYAUME-UNI DE GRANDE BRETAGNE ET D’IRLANDE DU NORD

ET

LE DÉPARTEMENT DE LA DÉFENSE DES ÉTATS-UNIS D’AMÉRIQUE RELATIF À

L’ORGANISATION, LA GESTION ET LE FONCTIONNEMENT

DU CENTRE D’EXCELLENCE INTERARMÉES POUR LA DÉFENSE CHIMIQUE, BIOLOGIQUE, RADIOLOGIQUE ET NUCLÉAIRE

Le ministre de la défense nationale du Canada

AYANT DÉCIDÉ qu’il participerait aux efforts d’ensemble de transformation de l’OTAN en matière de défense JCBRN ; et

SOUHAITANT se joindre aux Participants existants du JCBRND COE en fournissant le personnel pour le poste suivant:

- Officier de planification opérationnelle pour la défense NRBC (OF-3) à la date du 15 juillet 2018

A cet égard, une nouvelle ligne est insérée dans le Tableau de Participation en Annexe A du MOU opérationnel comme suit:

|  |  |  |
| --- | --- | --- |
| Participants | Nombre de postes affectés soumis au partage des coûts | Commentaires essentiels |
| CAN | 1 |  |

et le nombre total des postes soumis au partage des coûts indiqué dans ce tableau est 51.

CHOISIT de participer au Mémorandum d’entente entre le ministère de la défense de la République tchèque, le ministre des Armées de la République française, le ministère fédéral de la défense de la République fédérale d’Allemagne, le ministère de la défense nationale de la République hellénique, le ministère de la défense de Hongrie, le ministère de la défense de la République italienne, le ministre de la défense nationale de la République de Pologne, le ministère de la défense nationale de Roumanie, le ministère de la défense de la République slovaque, le ministère de la défense de la République de Slovénie, le ministère de la défense du Royaume-Uni de Grande Bretagne et d’Irlande du Nord et le département de la défense des États-Unis d’Amérique, relatif à l’organisation, la gestion et le fonctionnement du JCBRND COE, entré en vigueur le 26 avril 2018.

S’ENGAGE à contribuer sa part au budget annuel à compter de l’exercice financier 2019.

ENTEND suivre les accords et arrangements ultérieurs au MOU opérationnel du JCBRND COE conclus avant la date d’entrée en vigueur de la présente Note d’adhésion, suivants:

- Arrangement technique entre le ministre fédéral de la défense et des sports de la République d’Autriche et le ministère de la défense de la République tchèque, le ministre des Armées de la République française, le ministère fédéral de la défense de la République fédérale d’Allemagne, le ministère de la défense nationale de la République hellénique, le ministère de la défense de Hongrie, le ministère de la défense de la République italienne,

le ministre de la défense nationale de la République de Pologne, le ministère de la défense nationale de Roumanie, le ministère de la défense de la République slovaque, le ministère de la défense de la République de Slovénie, le ministère de la défense du Royaume-Uni de Grande Bretagne et d’Irlande du Nord et le département de la défense des États-Unis d’Amérique concernant la contribution du ministère fédéral de la défense et des sports de la République d’Autriche au fonctionnement du Centre d’excellence interarmées pour la défense chimique, biologique, radiologique et nucléaire, entré en vigueur le 23 août 2016.

 NOTA O PRISTOPU

MINISTRA ZA NARODNO OBRAMBO KANADE K

MEMORANDUMU O SOGLASJU MED

MINISTRSTVOM ZA OBRAMBO ČEŠKE REPUBLIKE,

MINISTROM ZA OBRAMBO FRANCOSKE REPUBLIKE,

ZVEZNIM MINISTRSTVOM ZA OBRAMBO ZVEZNE REPUBLIKE NEMČIJE,

MINISTRSTVOM ZA NARODNO OBRAMBO HELENSKE REPUBLIKE,

MINISTRSTVOM ZA OBRAMBO MADŽARSKE,

MINISTRSTVOM ZA OBRAMBO ITALIJANSKE REPUBLIKE,

MINISTROM ZA NARODNO OBRAMBO REPUBLIKE POLJSKE,

MINISTRSTVOM ZA NARODNO OBRAMBO ROMUNIJE,

MINISTRSTVOM ZA OBRAMBO SLOVAŠKE REPUBLIKE,

MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE,

MINISTRSTVOM ZA OBRAMBO ZDRUŽENEGA KRALJESTVA VELIKA BRITANIJA IN SEVERNA IRSKA,

MINISTRSTVOM ZA OBRAMBO ZDRUŽENIH DRŽAV AMERIKE IN

POVELJSTVOM VRHOVNEGA POVELJNIKA ZAVEZNIŠKIH SIL ZA PREOBLIKOVANJE O

FUNKCIONALNEM RAZMERJU GLEDE

CENTRA ODLIČNOSTI ZA SKUPNO JEDRSKO, RADIOLOŠKO, KEMIČNO IN BIOLOŠKO OBRAMBO

Minister za narodno obrambo Kanade

SE PO ODLOČITVI za razširitev svojega sodelovanja v Natovih skupnih prizadevanjih za preoblikovanje na področju JRKB-obrambe in

OB UPOŠTEVANJU svojega sodelovanja v centru odličnosti za skupno jedrsko, radiološko, kemično in biološko obrambo (center odličnosti za skupno JRKB-obrambo) v Vyškovu v Češki republiki kot vodilni državi (Framework Nation), kakor je navedeno v Noti o pristopu k Memorandumu o soglasju med Ministrstvom za obrambo Češke republike, ministrom za obrambo Francoske republike, Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za narodno obrambo Helenske republike, Ministrstvom za obrambo Madžarske, Ministrstvom za obrambo Italijanske republike, ministrom za narodno obrambo Republike Poljske, Ministrstvom za narodno obrambo Romunije, Ministrstvom za obrambo Slovaške republike, Ministrstvom za obrambo Republike Slovenije, Ministrstvom za obrambo Združenega kraljestva Velika Britanija in Severna Irska ter Ministrstvom za obrambo Združenih držav Amerike o ustanovitvi, upravljanju in delovanju centra odličnosti za skupno JRKB-obrambo z dne 26. aprila 2018,

ODLOČI sodelovati pri Memorandumu o soglasju med Ministrstvom za obrambo Češke republike, ministrom za obrambo Francoske republike, Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za narodno obrambo Helenske republike, Ministrstvom za obrambo Madžarske, Ministrstvom za obrambo Italijanske republike, ministrom za narodno obrambo Republike Poljske, Ministrstvom za narodno obrambo Romunije, Ministrstvom za obrambo Slovaške republike, Ministrstvom za obrambo Republike Slovenije, Ministrstvom za obrambo Združenega kraljestva Velika Britanija in Severna Irska ter Ministrstvom za obrambo Združenih držav Amerike in Poveljstvom vrhovnega poveljnika zavezniških sil za preoblikovanje o funkcionalnem razmerju glede centra odličnosti za skupno JRKB-obrambo, ki je začel veljati 11. junija 2018.

Za ministra za narodno obrambo Kanade

Podpis

Ime in priimek

Dolžnost

Norfolk, Združene države Amerike,

Kraj/datum

Ministrstvo za obrambo Češke republike, minister za obrambo Francoske republike, Zvezno ministrstvo za obrambo Zvezne republike Nemčije, Ministrstvo za narodno obrambo Helenske republike, Ministrstvo za obrambo Madžarske, Ministrstvo za obrambo Italijanske republike, minister za narodno obrambo Republike Poljske, Ministrstvo za narodno obrambo Romunije, Ministrstvo za obrambo Slovaške republike, Ministrstvo za obrambo Republike Slovenije, Ministrstvo za obrambo Združenega kraljestva Velika Britanija in Severna Irska ter Ministrstvo za obrambo Združenih držav Amerike in Poveljstvo vrhovnega poveljnika zavezniških sil za preoblikovanje kot udeleženci Funkcionalnega memoranduma o soglasju centra odličnosti za skupno JRKB-obrambo:

POZDRAVLJAJO izraženo zavezo ministra za narodno obrambo Kanade;

SOGLAŠAJO s pristopom ministra za narodno obrambo Kanade kot udeleženca Funkcionalnega memoranduma o soglasju centra odličnosti za skupno JRKB-obrambo pod pogoji, navedenimi v tej Noti o pristopu.

Nota o pristopu začne veljati na dan, ko ji je priložen zadnji podpis ali ko je zadnji podpis priložen Noti o pristopu ministra za narodno obrambo Kanade kot udeleženca k Operativnemu memorandumu o soglasju centra odličnosti za skupno JRKB-obrambo.

Nota o pristopu se podpiše v enem izvirniku v angleškem in francoskem jeziku, pri čemer sta obe različici enako veljavni. Izvirni dokument hrani Poveljstvo vrhovnega poveljnika zavezniških sil za preoblikovanje (HQ SACT), ki je odgovorno za to, da priskrbi overjene izvode vsem udeležencem Funkcionalnega memoranduma o soglasju centra odličnosti za skupno JRKB-obrambo in pristopni državi. Pristop se ustrezno zapiše v seznam sprememb Funkcionalnega memoranduma o soglasju centra odličnosti za skupno JRKB-obrambo.

NOTE D’ADHÉSION

POUR LE MINISTRE DE LA DÉFENSE NATIONALE DU CANADA POUR PARTICIPER AU MÉMORANDUM D’ENTENTE

ENTRE

LE MINISTÈRE DE LA DÉFENSE DE LA RÉPUBLIQUE TCHÈQUE, LE MINISTRE DES ARMÉES DE LA RÉPUBLIQUE FRANÇAISE,

LE MINISTÈRE FÉDÉRAL DE LA DÉFENSE DE LA RÉPUBLIQUE FÉDÉRALE D’ALLEMAGNE,

LE MINISTÈRE DE LA DÉFENSE NATIONALE DE LA RÉPUBLIQUE HELLÉNIQUE, LE MINISTÈRE DE LA DÉFENSE DE HONGRIE,

LE MINISTÈRE DE LA DÉFENSE DE LA RÉPUBLIQUE ITALIENNE,

LE MINISTRE DE LA DÉFENSE NATIONALE DE LA RÉPUBLIQUE DE POLOGNE, LE MINISTÈRE DE LA DÉFENSE NATIONALE DE ROUMANIE,

LE MINISTÈRE DE LA DÉFENSE DE LA RÉPUBLIQUE SLOVAQUE, LE MINISTÈRE DE LA DÉFENSE DE LA RÉPUBLIQUE DE SLOVÉNIE,

LE MINISTÈRE DE LA DÉFENSE DU ROYAUME-UNI DE GRANDE BRETAGNE ET D’IRLANDE DU NORD,

LE DÉPARTEMENT DE LA DÉFENSE DES ÉTATS-UNIS D’AMÉRIQUE ET

LE QUARTIER GÉNÉRAL DU COMMANDANT SUPRÊME ALLIÉ TRANSFORMATION RELATIF À

LA RELATION FONCTIONNELLE CONCERNANT LE CENTRE D’EXCELLENCE INTERARMÉES POUR LA DÉFENSE CHIMIQUE, BIOLOGIQUE, RADIOLOGIQUE ET NUCLÉAIRE

Le ministre de la défense nationale du Canada

AYANT DÉCIDÉ qu’il participerait aux efforts d’ensemble de transformation de l’OTAN en matière de défense JCBRN; et

SOUHAITANT adhérer au JCBRND COE, situé à Vyškov, la République tchèque, en tant que Nation Cadre conformément à la Note d’adhésion pour participer au Mémorandum d’entente entre le ministère de la défense de la République tchèque, le ministre des armées de la République française, le ministère fédéral de la défense de la République fédérale d’Allemagne, le ministère de la défense nationale de la République hellénique, le ministère de la défense de Hongrie, le ministère de la défense de la République italienne, le ministre de la défense nationale de la République de Pologne, le ministère de la défense nationale de Roumanie, le ministère de la défense de la République slovaque, le ministère de la défense de la République de Slovénie, le ministère de la défense du Royaume-Uni de Grande Bretagne et d’Irlande du Nord et le département de la défense des États-Unis d’Amérique concernant l’établissement, l’administration et le fonctionnement du JCBRND COE signé le 26 avril 2018;

CHOISIT de participer au Mémorandum d’entente entre le ministère de la défense de la République tchèque, le ministre des Armées de la République française, le ministère fédéral de la défense de la République fédérale d’Allemagne, le ministère de la défense nationale de la République hellénique, le ministère de la défense de Hongrie, le ministère de la défense de la République italienne, le ministre de la défense nationale de la République de Pologne, le ministère de la défense nationale de Roumanie, le ministère de la défense de la République slovaque, le ministère de la défense de la République de Slovénie, le ministère de la défense du Royaume-Uni de Grande Bretagne et d’Irlande du Nord et le département de la défense des États-Unis d’Amérique, et le Quartier général du Commandant suprême allié Transformation relatif à la relation fonctionnelle concernant le JCBRND COE, entré en vigueur le 11 juin 2018.

Pour le ministre de la défense nationale du Canada

Signature

Nom

Fonction

Norfolk, États-Unis d’Amérique,

Lieu/Date

Le ministère de la défense de la République tchèque, le ministre des Armées de la République française, le ministère fédéral de la défense de la République fédérale d’Allemagne, le ministère de la défense nationale de la République hellénique, le ministère de la défense de Hongrie, le ministère de la défense de la République italienne, le ministre de la défense nationale de la République de Pologne, le ministère de la défense nationale de Roumanie, le ministère de la défense de la République slovaque, le ministère de la défense de la République de Slovénie, le ministère de la défense du Royaume-Uni de Grande Bretagne et d’Irlande du Nord et le département de la défense des États-Unis d’Amérique, ainsi que le Quartier général du Commandant suprême allié Transformation, en tant que Participants au MOU Fonctionnel du JCBRND COE,

SE RÉJOUISSENT de l’engagement exprimé par le ministre de la défense nationale du Canada;

ACCEPTENT que le ministre de la défense nationale du Canada adhère en tant que Participant au MOU Fonctionnel du JCBRND COE en vertu des modalités décrites dans la présente Note d’adhésion.

La présente Note d’adhésion entre en vigueur à la date de sa dernière signature, ou de la Note d’adhésion du ministre de la défense nationale du Canada pour participer au MOU Opérationnel du JCBRND COE.

La présente Note d’adhésion est signée en un seul exemplaire original en anglais et en français, les deux faisant foi. L’original sera déposé auprès du QG SACT qui transmettra les copies certifiées à chacun des Participants au MOU Fonctionnel du JCBRND COE, ainsi qu’au JCBRND COE et au pays candidat. Cette adhésion sera inscrite en bonne et due forme au répertoire des changements du MOU Fonctionnel du JCBRND COE.

**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**THE MINISTRY OF DEFENCE OF**

**THE CZECH REPUBLIC,**

**THE MINISTER OF DEFENCE OF**

**THE FRENCH REPUBLIC,**

**THE FEDERAL MINISTRY OF DEFENCE OF**

**THE FEDERAL REPUBLIC OF GERMANY,**

**THE MINISTRY OF NATIONAL DEFENCE OF**

**THE HELLENIC REPUBLIC,**

**THE MINISTRY OF DEFENCE OF**

**HUNGARY,**

**THE MINISTRY OF DEFENCE OF**

**THE ITALIAN REPUBLIC,**

**THE MINISTER OF NATIONAL DEFENCE OF**

**THE REPUBLIC OF POLAND,**

**THE MINISTRY OF NATIONAL DEFENCE OF**

**ROMANIA,**

**THE MINISTRY OF DEFENCE OF**

**THE SLOVAK REPUBLIC,**

**THE MINISTRY OF DEFENCE OF**

**THE REPUBLIC OF SLOVENIA,**

**THE MINISTRY OF DEFENCE OF**

**THE UNITED KINGDOM OF**

**GREAT BRITAIN AND NORTHERN IRELAND**

**AND**

**THE DEPARTMENT OF DEFENSE OF**

**THE UNITED STATES OF AMERICA**

**CONCERNING**

**THE ESTABLISHMENT, ADMINISTRATION AND OPERATION OF**

**THE JOINT CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR DEFENCE CENTRE OF EXCELLENCE**

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INTRODUCTION

The Ministry of Defence of the Czech Republic, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of Hungary, the Ministry of Defence of the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Republic of Slovenia, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America,

hereinafter referred to as the "Participants" –

CONSIDERING that in furtherance of the North Atlantic Treaty they desire to unite their efforts for collective defence in ever closer co-operation;

CONSIDERING that in accordance with MC 324/3, dated 30 January 2013, and MCM 236-03, dated 04 December 2003, the NATO Command Arrangements (NCA) are supported by a network of Centres of Excellence (COEs);

CONSIDERING that they established the Joint Chemical, Biological, Radiological and Nuclear Defence Centre of Excellence (JCBRN Defence COE) on 26 October 2006 for the facilitation of transformation in the field of chemical, biological, radiological and nuclear (CBRN) defence within NATO’s overall transformation efforts;

CONSIDERING that they entered into a Memorandum of Understanding with Headquarters, Supreme Allied Commander Transformation (HQ SACT) which governs the functional relationship between HQ SACT and the JCBRN Defence COE;

HAVING REGARD to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), dated 19 June 1951, the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol), dated 28 August 1952, the Agreement among the States Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA), dated 19 June 1995, the Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the Status of their Forces (Additional Protocol to the PfP SOFA), dated 19 June 1995, and the Further Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the Status of their Forces (Further Additional Protocol to the PfP SOFA), dated 19 December 1997;

NOTING that not all Participants’ nations are Parties to the Further Additional Protocol to the PfP SOFA;

CONSIDERING further that with PO 2007(0072), dated 30 July 2007, the North Atlantic Council approved the accreditation and activation of JCBRN Defence COE as a NATO Military Body under the provisions of MCM-236-03 and granted international status to it under Article 14 of Paris Protocol;

have reached the following understanding:

SECTION 1

DEFINITIONS

1. Unless another meaning is specified within this Memorandum of Understanding (MOU) and its follow-on documents, the "NATO Glossary of Terms and Definitions" (AAP-6) and the "NATO Glossary of Abbreviations Used in NATO Documents and Publications" (AAP-15) are to apply.

2. The following definitions apply for the purpose of this MOU and its follow-on documents:

a. Allied Command Operations (ACO) – As outlined in MC 324/3 (Final), Supreme Headquarters Allied Powers Europe (SHAPE) and the other organizations subordinate to Supreme Allied Commander Europe (SACEUR).

b. Allied Command Transformation (ACT) – As outlined in MC 324/3 (Final), Headquarters, Supreme Allied Commander Transformation (HQ SACT) and the other organisations subordinate to Supreme Allied Commander Transformation (SACT).

c. Centre of Excellence (COE) – As defined in MCM-236-03, a NATO-accredited nationally or multi-nationally sponsored centre supporting NATO.

d. Financial Administrative Procedures (FAPs) – The procedures, based on NATO Financial Regulations, used to regulate all financial transactions for the JCBRN Defence COE.

e. Framework Nation (FN) – The Czech Republic represented by the Ministry of Defence of the Czech Republic.

f. Joint Chemical, Biological, Radiological and Nuclear Defence Centre of Excellence (JCBRN Defence COE) - The COE offered by the Participants of this MOU as a NATO COE.

g. COE Network – The Network of all COEs supporting the NCA coordinated by HQ SACT.

h. Director – The person directing the JCBRN Defence COE.

i. Headquarters, Supreme Allied Commander Transformation (HQ SACT) – as defined in MC 324/3 (Final), the Supreme Headquarters of SACT, which interacts with the JCBRN Defence COE for NATO, and serves as the coordinator for the COEs Network and for the interaction with all NATO entities.

j. Information – Any information, regardless of form or type, including that of a scientific or technical nature, and also including photographs, interim and final reports, manuals, threat data, experimental data, test, designs, specifications, processes, techniques, inventions, drawings, software including source code, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory or any other form and whether or not subject to copyrights, patents, or other legal protection.

k. NATO Command Arrangements (NCA) - The arrangements and entities supporting the NCS, as defined in MC 324/3 (Final).

l. NATO Command Structure (NCS) - NATO's military organisation, as defined in MC 324/3 (Final).

m. NATO Military Committee (MC) – As outlined in the MC 57/4 (Final), the senior military authority in NATO.

n. North Atlantic Council (NAC) – The Council established pursuant to Article 9 of the North Atlantic Treaty.

o. Partner – A Nation, organization, or agency which interacts with the JCBRN Defence COE, and may be:

i. Contributing Partner (CP) – Any Nation, organisation or entity, in accordance with NAC agreed decisions and procedures, which is not a Participant and provides a contribution to the JCBRN Defence COE.

ii. Other Partner (OP) – Any Nation, organisation or entity using the services and / or products provided by the JCBRN Defence COE, other than a Participant or CP.

p. Programme of Work (POW) – The document setting out the JCBRN Defence COE activities for the course of a calendar year and including the long-term perspective of the JCBRN Defence COE activities.

q. Request for Support (RFS) – A request from NATO, a Nation or any other entity requesting support from the JCBRN Defence COE.

r. Steering Committee (SC) – The committee set up by the Participants as the main body for guidance, oversight and decisions on all matters concerning the administration, policies and operation of the JCBRN Defence COE.

 SECTION 2

PURPOSE

This MOU sets forth provisions for the operation, funding, manning, equipment and infrastructure, as well as for administrative and logistical support, of the JCBRN Defence COE established in the Czech Republic.

SECTION 3

 MISSIONS AND RESPONSIBILITIES

 1. The JCBRN Defence COE assists NATO, Participants and Partners by supporting NATO’s capability development process, mission effectiveness, and interoperability by providing comprehensive and timely expertise on CBRN Defence.

 2. The mission of the JCBRN Defence COE is to:

2.1 Provide advice in all CBRN defence related areas.

2.2 Develop CBRN defence doctrines, standards, knowledge to support improvement of interoperability and capabilities.

2.3 Provide opportunities to enhance education and training.

* 1. Contribute to the relevant lessons learned processes.

 2.5 Within a POW approved by the SC, assist NATO, Participants and Partners in their CBRN defence related efforts, including validation through experimentation.

3. The JCBRN Defence COE mission, vision and core activity areas are detailed in the JCBRN Defence COE Concept which is approved by SC and external to this MOU.

4. The JCBRN Defence COE ensures that the services and products requested by HQ SACT on behalf of NATO entities receive first priority of work. Within its capacity, the JCBRN Defence COE also supports the Participants and Partners in their efforts to enhance capabilities in the field of CBRN Defence. However, the JCBRN Defence COE support remains subject to the approval and allocation of resources by the SC.

SECTION 4

ORGANISATION AND RELATIONSHIPS

1. Within the framework of this MOU, the SC is responsible for the direction, guidance and supervision of the JCBRN Defence COE. It approves the POW and the multinational budget, as well as supervises its execution. The terms of reference (TOR) of the SC are laid down in Annex B.

2. The SC consists of one voting representative from each Participant, who is duly prepared and empowered by such Participant to take decisions on its behalf, within the framework of the SC’s TOR. In order to avoid conflict of interests, a member of the JCBRN Defence COE staff should not be the representative of a Participant in the SC. The Chairman of SC is from the FN, but is neither identical with the representative of the FN as a Participant, nor is it the Director. When invited by the SC, the Director attends the meeting of the SC. The Chairman and the Director do not have a vote in the SC.

3. The decisions of the SC are taken by consensus of the representatives. Consensus means that every SC member must vote yes, or abstain from a decision, in order for the decision to be approved (with a minimum of one yes vote). Should there be a negative vote, the decision is not approved.

4. The internal structure, manning and position allocations are part of the JCBRN Defence COE Concept.

5. The Director is responsible to the SC for the fulfilment of the mission, the tasks and the operation as well as administration of the JCBRN Defence COE. The Director reports directly to the SC. The TOR of the Director of JCBRN Defence COE are laid down in Annex C.

6. The JCBRN Defence COE forms a part of the wider framework supporting the NCA. Although not a part of the NCS, the JCBRN Defence COE is a part of the COE Network, as coordinated by HQ SACT.

7. The relationship between the JCBRN Defence COE and HQ SACT is established in the JCBRN Defence COE Functional MOU, through which HQ SACT serves as the coordinator for NATO bodies’ RFSs for the JCBRN Defence COE.

8. In co-ordination with HQ SACT the JCBRN Defence COE establishes the necessary working relationships with NATO entities and the COE Network and co-ordinate the execution of the POW. The JCBRN Defence COE may further establish the necessary relationships with national and international entities.

9. The SC may recommend including Partners in JCBRN Defence activities and encourage the conclusion of appropriate arrangements between the Participants and said Partners.

SECTION 5

PROGRAMME OF WORK

1. Taking into account the requests from within NATO, as coordinated by HQ SACT, the requests of the Participants, suggestions made by Partners, and the financial impact of these requests and suggestions, the Director of the JCBRN Defence COE is responsible for, in accordance with Annex C, preparing and submitting the draft of the POW to the SC for the following calendar year. Upon submission by the Director of the JCBRN Defence COE, the SC considers all requests for services and products, including associated costs and income, and decides upon approval of the POW for the JCBRN Defence COE, in accordance with Annex B.

2. Additional out–of-cycle requests are received by the Director of the JCBRN Defence COE, submitted for consideration to the SC and, if approved, handled in accordance with appropriate procedures.

SECTION 6

PERSONNEL

1. Each Participant permanently fills at least one position allocated to it in the JCBRN Defence COE Participation Table (Annex A). Additional positions listed in the Participation Table for that Participant may be filled using methods other than permanent. However, those alternative methods are subject to SC approval. Generally, Participants assign their personnel for a three year tour of duty.

2. The Participants fill their positions at the JCBRN Defence COE in a timely manner by assigning suitable and qualified personnel in accordance with the Manning Table and the SC-approved job descriptions. The Director of JCBRN Defence COE is the custodian of the job descriptions. The Participants intend for at least one of their personnel to be assigned on location. They may also assign additional personnel on a voluntary basis to the JCBRN Defence COE in accordance with SC approval.

3. The management of the JCBRN Defence COE personnel follows NATO procedures using ACO Directive 45-001 and its supplement, as a guide, unless otherwise provided in this MOU or decided by the SC.

4. Should a Participant not be able to fill an assigned position for more than 120 days, the Participant is responsible for informing the Director in writing as soon as possible. In coordination with the concerned Participant, the Director then may approach the other Participants to fill the position for an agreed period of time.

5. The personnel of the JCBRN Defence COE work under the supervision of the Director who, with the exception of national duties and discipline, gives directions to all JCBRN Defence COE personnel. Participants ensure that national duties for the JCBRN Defence COE personnel are limited to a maximum of four weeks per person per JCBRN Defence COE fiscal year in order not to affect the activities of the JCBRN Defence COE. The Director of the JCBRN Defence COE provides evaluation reports for JCBRN Defence COE personnel upon request of the Participants.

6. Full command and disciplinary power over personnel posted to the JCBRN Defence COE is retained by their respective national authorities. Each Participant designates a representative of appropriate rank and authority to the Director for all issues regarding the national responsibilities and discipline of their personnel assigned to the JCBRN Defence COE.

7. The regulations of the FN apply in the field of occupational safety and health, including the supervision of standard safety precautions.

8. The working language of the JCBRN Defence COE is English.

SECTION 7

FRAMEWORK NATION SUPPORT

The FN provides free of charge the support for the JCBRN Defence COE, as outlined in Annex E. The FN retains ownership of all facilities, lands and equipment made available by it to the JCBRN Defence COE.

SECTION 8

ADDITIONAL PARTICIPANTS’ RESPONSIBILITIES

 Participant responsibilities include covering the costs for:

1. Personnel as determined in Section 6 of this MOU and as detailed on the SC approved Job descriptions and Manning Table;
2. Its cost share, as determined in Section 9 of this MOU;
3. Salaries, allowances and national support requirements;
4. Per diem (lodging, meals and incidental costs) associated with the POW;
5. Travel (transportation and per diem) for initial appointment and departure, at the end of that personnel’s term of office, from the JCBRN Defence COE as well as all other costs related to the posting of personnel to the JCBRN Defence COE;
6. Fulfilment of national duties during the posting to the JCBRN Defence COE;
7. Equipment, services or personnel brought into the JCBRN Defence COE by that Participant for national purposes in excess of that provided by the FN, as well as their operation and maintenance costs;
8. National training measures and education and training as specified in the job descriptions as prerequisites;
9. Individual requirements of that Participant, to include infrastructure, security and support personnel additional to its position assignments in Annex A; and
10. Body remains repatriation, in case of death of a member of its personnel.

SECTION 9

COST SHARE

1. The Participants are responsible for covering the net-expenditures (expenditures minus revenues) necessary for the operation of the JCBRN Defence COE. Costs eligible for sharing are outlined in Annex D.

2. Each Participant’s cost share is determined using the following formula:

Number of positions assigned

to the Participant in Annex A

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ = Participant’s Cost Share

Total number of assigned positions

from Annex A

3. The following categories of personnel are recorded in the JCBRN Defence COE Manning Table, but not in the Participation Table (Annex A) and are therefore not subject to the determination of a Participant’s cost share:

* Administrative
* Support (including National Support for FN or any Participant)
* Voluntary National Contributions (VNC) and other manpower overages

4. Unfilled positions assigned to a Participant in Annex A do not reduce that Participant’s cost share.

5. In the case of a new Participant, the number of positions assigned to it is determined by the Note of Joining (NOJ). The new Participant is responsible for paying its annual contribution starting with the fiscal year following the year the NOJ came into effect, unless otherwise stated in the NOJ.

SECTION 10

BUDGETARY AND ACCOUNTING PROVISIONS

1. The Fiscal Year (FY) begins on the 1st of January and ends on the 31st of December.

2. All Funds provided to the JCBRN Defence COE are managed, controlled and recorded, with NATO financial and accounting procedures as a guide, as outlined in the JCBRN Defence COE FAP, which are approved by the SC. The accounting standards and the legislation of the Czech Republic are taken into account.

3. The Director of the JCBRN Defence COE is responsible for compliance with all applicable financial principles and procedures of the JCBRN Defence COE.

4. The financial transactions of the JCBRN Defence COE are recorded and managed in the currency of the FN. Annual contributions of Participants are made in the currency of the FN to the JCBRN Defence COE bank account designated by the Director.

5. Each year for the forthcoming FY, the Director prepares a budget that shows the estimated expenditures/revenues necessary for the operation of the JCBRN Defence COE. This budget is subject to SC examination and approval prior to the coming FY.

6. Each year, the Director prepares a Medium Term Financial Plan (MTFP) covering the estimated expenditures/revenues of the 5 years following the next FY. This MTFP is for planning purposes and is considered and noted by the SC.

7. The Participants’ financial responsibility under this MOU is subject to the authorisation and appropriation of funds in accordance with their respective national legislation, laws, regulations and procedures.

8. With SC approval of the budget, the Participants confirm their liability to provide funds and authorise the JCBRN Defence COE Director to expend funds for the purposes and within the limits detailed in the approved budget.

9. Based on the approved budget and considering the Participants cost share, the Director of the JCBRN Defence COE submits call(s) for funds payable by the Participants within 90 days of receipt of the call for funds. The Director normally submits call(s) for funds as detailed in the JCBRN Defence COE FAPs.

10. Any existing credits are balanced in the appropriate call for funds.

11. If it emerges during the course of the FY that the approved budgetary funds could be insufficient, the Director submits a supplementary budget to the SC for approval.

12. The Director submits an Annual Financial Statement, including a Budget Execution Statement, to SC by 31 March of the following year for approval.

13. Any Participant is entitled to request a budget report whenever it is thought necessary, which is provided by the Director within 30 days after receiving the request.

14. The audit functions for the budget are performed as directed by the SC.

15. Irrespective of the audits conducted in accordance with paragraph 14, national audit authorities are entitled to request information from the Director and may request access to all records or copies thereof, which are required to audit the national contributions.

SECTION 11

FINANCIAL CONSIDERATIONS

1. In general, services and products included in the POW and provided to NATO entities and to the Participants are free of charge. Exceptions, further details and particular requirements or restrictions may be specified and approved by the SC.

2. Charges for the services and products provided to Partners are specified by the SC.

3. For courses provided by or through the JCBRN Defence COE, including courses provided to NATO personnel, individual course fees may be charged and fees may also be levied for conferences or similar events organised by the JCBRN Defence COE.

4. All proceeds from the JCBRN Defence COE activities are reflected in the budget and recorded as revenues.

SECTION 12

CLAIMS

1. Claims arising out of or in connection with the activities of the JCBRN Defence COE are handled in accordance with Article VIII of the NATO SOFA and in accordance with Article VI of the Paris Protocol, as applicable.

2. Any other claims attributable to the JCBRN Defence COE, to include portions thereof arising outside of the provisions of the Paris Protocol, are shared by the Participants in accordance with their cost share at the time of the event.

SECTION 13

SECURITY

1. External security is the responsibility of the FN.

2. Security administration within the facilities in the use of the JCBRN Defence COE, including visits, security clearances and information security is the responsibility of the Director of the JCBRN Defence COE acting in accordance with applicable FN and NATO security regulations.

3. Without prejudice to the Director’s responsibilities defined in paragraph 13.2 above, the Participants are responsible for taking the measures necessary to ensure that their personnel comply with applicable security agreements and arrangements. They are likewise responsible for ensuring compliance with relevant security regulations for any products or services received or drawn from the JCBRN Defence COE.

4. Classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU is treated in accordance with C-M (2002) 49 "Security within the North Atlantic Treaty Organisation", dated 17 June 2002, in the respective authorised edition, including all supplements and amendments thereto, and existing international agreements and arrangements.

5. Unclassified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU is treated in accordance with C-M (2002) 60 "The Management of Non-Classified Information,", dated 24 July 2002, in the respective authorised edition, including all supplements and amendments thereto and existing security agreements and arrangements.

6 In the event of cessation or withdrawal from this MOU, the Participants are responsible for ensuring that the provisions relating to security, disclosure of information, and confidentiality remain in effect.

SECTION 14

LEGAL CONSIDERATIONS

1. Without prejudice to the obligations under the North Atlantic Treaty, the NATO SOFA and the Paris Protocol, the Participants do not intend to create any rights or obligations under international law by virtue of this MOU.

2. The Participants do not intend to cause a conflict between this MOU and relevant national or international laws. Should such conflict nevertheless arise, the national or international law prevails over this MOU. Each Participant, whose rights or obligations under national or international law are affected, is responsible for notifying the other Participants in writing.

3. Ownership regarding the intellectual property generated by the JCBRN Defence COE is held and administered by the JCBRN Defence COE, unless otherwise decided by the SC, and always in compliance with national and international laws.

SECTION 15

ADDITION OF NEW PARTICIPANTS

1. The addition of any new Participant to this MOU, which thereby also accedes to any existing arrangement between the existing Participants and Partners, is done through a NOJ, an example of which is laid down in the Annex F, to be signed by the new Participant and the existing ones.

2. In addition to the cost share contribution, prior to the signing of the NOJ, the prospective Participant’s initial contribution to offset the residual value of previous investments, if any, is determined and set out in the NOJ.

3. Unless otherwise provided in the NOJ, the NOJ comes into effect on the date of the last signature.

4. The NOJ is only effective for a Participant if that Participant also signs a NOJ to the JCBRN Defence COE Functional MOU.

SECTION 16

WITHDRAWAL OF PARTICIPANTS

1. Any Participant may withdraw from this MOU on presentation of twelve months written notice to all other Participants. The withdrawing Participant is responsible for informing the Director and Chairman of the SC in writing. The FN is responsible for notifying HQ SACT in writing.

2. In case of a withdrawal, the remaining Participants should examine all projects that are not yet completed in order to decide whether they continue, have to be cancelled or have to be reduced in scope. The remaining Participants should endeavour to reduce operating costs as quickly as possible to adjust to the new situation. Since the POW is normally determined for one year ahead, transitional period should allow for any projects in that period to finish.

3. Should a Participant withdraw from this MOU, it is responsible for continuing to provide the full share of its financial contribution to the JCBRN Defence COE until the end of the FY in which the notice period ends, and remains responsible for its outstanding financial liabilities resulting from its period of participation.

4. Any withdrawal by a Participant of this MOU from the JCBRN Defence COE Functional MOU, constitutes, without further notice, also a withdrawal from this MOU.

5. If a Participant is not able to fulfil its obligations of providing either manpower or funds for more than one year, its voting rights in the SC are suspended automatically until the voting SC members determine that those obligations are fulfilled. If that Participant is not able to fulfil its obligations for more than two years, this is automatically considered as a withdrawal from this MOU by said Participant.

6. Any Participant except the FN, may elect to suspend its participation to this MOU in FY increments. Terms of suspension begin on 1 January and require presentation of at least six months written notice to all other Participants. The notice should include the duration of suspension. In the case where a Participant suspends its participation, its obligations and rights as a Participant, including providing manpower and funding, along with voting rights in the SC, are also suspended. In this case, the automatic withdrawal provision in paragraph 5 of this section does not apply. Upon notification of its intended suspension, the concerned Participant understands that the other Participants’ SC representatives may assign the suspended Participant’s post(s) to any other Participant or recommend the other Participants assignment of such post(s) to a Joining Participant. Participants may cease their voluntary suspension at any time by written notice to all other Participants, and if necessary, seek SC approval for post assignment.

SECTION 17

SETTLEMENT OF DISPUTES

1. Any dispute regarding the interpretation or implementation of this MOU is settled only by consultation among the Participants involved.

2. Disputes are settled using the JCBRN Defence COE working language.

SECTION 18

REVISIONS AND RECORD OF CHANGE

1. Any Participant may propose revisions to this MOU. As custodian of this MOU, the FN is responsible for managing the revision process.

2. With exception of Annex G, this MOU and the Annexes may be revised only with the unanimous, written consent of the Participants. HQ SACT has to be informed in writing of any revision to this MOU, its Annexes and follow-on arrangements.

3. Each change made to this MOU is recorded in chronological order on the Record of Change attached as Annex G. This Record of Change is updated by the FN, as the custodian of the MOU, then provided to each Participant, HQ SACT, and the JCBRN Defence COE, each time a change occurs.

SECTION 19

CESSATION

1. This MOU ceases in case of:

a. A written decision by all Participants;

b. The withdrawal of the FN; or

c. Cessation of the JCBRN Defence COE Functional MOU.

2. In the event that this MOU ceases, the residual value of the equipment and other capital goods, which have been commonly funded by the Participants, is distributed among the Participants in accordance with SC decision based on the principle set out in Article IX of Paris Protocol.

3. In the event that this MOU ceases or a Participant makes formal notification of its withdrawal from the MOU, the provisions of this MOU should continue to be applied until any outstanding matters, including financial issues and security, have been resolved.

SECTION 20

ENTRY INTO EFFECT

1. This MOU enters into effect on the day of the last signature thereto, unless otherwise provided. Upon the entry into effect of this MOU, the MOU dated 26 October 2006 ceases to have effect.

2. This MOU is only effective for a Participant if that Participant is also participating in the JCBRN Defence COE Functional MOU.

SECTION 21

FINAL CONSIDERATIONS

1. This MOU, which is also referred to as “JCBRN Defence COE Operational MOU”, consists of twenty-one sections and seven annexes. The annexes are integral parts of this MOU.

2. References to NATO policy documents encapsulate any amendment thereof, or, as the case may be, refer to such policy documents as may replace them.

This MOU has been signed in one original in the English and the French languages, both equally valid. The original of this MOU is deposited with the FN, which is to transmit certified copies to each of the Participants, HQ SACT and the JCBRN Defence COE.

THE FOREGOING REPRESENTS THE UNDERSTANDING REACHED AMONG THE PARTICIPANTS.

ANNEX A to the JCBRN Defence COE Operational MOU

Participation Table

|  |  |  |
| --- | --- | --- |
| Participants | Number of assigned cost share positions | Essential comment |
| CZE | 36 |  |
| DEU | 3 |  |
| FRA | 1 |  |
| GRC | 1 |  |
| GBR | 1 |  |
| HUN | 1 |  |
| ITA | 1 |  |
| POL | 2 |  |
| ROU | 1 |  |
| SVK | 1 |  |
| SVN | 1 |  |
| USA | 1 |  |
| Total Number of assigned cost share positions | 50 |  |

Annex B to the JCBRN Defence COE Operational MOU

Terms of Reference of the JCBRN Defence COE’s Steering Committee

1. Within the framework of the MOU, the SC is responsible for guidance and supervision of all the JCBRN Defence COE activities and administration, taking into consideration Participants’ interests regarding all matters pertaining to the JCBRN Defence COE.

2. The responsibilities and tasks of the SC include, but are not be limited, to:

1. Providing the long-term strategic perspective and reviewing and approving the development and implementation plans for the JCBRN Defence COE;
2. Monitoring the performance of the mission and tasks of the JCBRN Defence COE including its funding, administration and personnel establishment;
3. Approving the budget and POW for the coming FY;
4. Approving Financial Administrative Procedures (FAP) and directives for the operation of the JCBRN Defence COE;
5. Approving annual financial statements;
6. Reviewing and noting the medium-term financial plan and approving the budget report of the Director;
7. Considering and approving additional out-of-cycle requests for the POW and possible amendments to the budget;
8. Directing auditing functions and reviewing audit reports;
9. Recommending the terms of participation of Partners in the JCBRN Defence COE activities and encouraging corresponding appropriate arrangements;
10. Approving Job Descriptions of the JCBRN Defence COE personnel;
11. Addressing and approving other principal personnel and administrative issues;
12. Approving, reviewing, and altering the Concept of the JCBRN Defence COE;
13. Proposing changes to the MOU including the Annexes to the Participants through the FN;
14. Noting the Director’s report of any procedure in accordance with Section 16 paragraph 5 and deciding if a Participant’s obligations are fulfilled;
15. Establishing temporary or standing subsidiary bodies (e.g. a Senior Resource Planning Group) that report to the SC and providing corresponding TOR; and
16. Providing guidance to the Director on cooperation activities.

3. The SC is entitled to:

a. Task the Director;

b. Get assistance from the JCBRN Defence COE through its Director; and

c. Delegate specific tasks to subsidiary bodies established in accordance with paragraph 2 o) above.

4. The SC meets at least once a year. The SC determines the frequency, the place and duration of the meetings. A JCBRN Defence COE staff member may serve as the SC Secretary to assist the SC Chairman.

5. The SC Chairman is responsible for preparing the meetings, including timely distribution of the invitation and the agenda with adequate supporting documentation. The agendas of SC meetings are drawn up in advance and distributed together with all other supporting documents needed for any decision at least 30 days prior to each meeting. Agreed minutes are distributed to the members of the SC. A record of the decisions reached is distributed at the end of each meeting.

6. No SC decisions may be taken under silence procedure. However, decisions can be taken by other means of communication than a meeting, as long as the decision is recorded in writing.

7. Each Participant may provide any other required experts in an advisory capacity to support its SC representative as well as its representative in any subsidiary body.

8. HQ SACT is invited to participate, without any voting rights, in the relevant SC meetings to advise the SC on NATO entities’ requirements and priorities. Other entities may be invited after approval of the SC.

9. The SC is chaired by an official provided by the FN.

10. The Chairman of the SC is to:

a. Be responsible for conducting the meetings of the SC;

b. Oversee the execution of the decisions taken by the SC;

c. If necessary, arrange for decisions to be taken by the SC between meetings;

d. In matters of this MOU, maintain liaison between the JCBRN Defence COE Director and Participants, as well as HQ SACT;

e. Consider out-of-cycle requests as appropriate and necessary beyond the approved POW, provided these requests do not exceed the approved budget; and

f. Represent the SC in external relations under explicit tasking by the SC.

Annex C to the JCBRN Defence COE Operational MOU

The JCBRN Defence COE’s Director Terms of Reference

1. The Director reports to and is tasked by the JCBRN Defence COE SC.
2. The Director is responsible for:
	1. Overall day-to-day management of the JCBRN Defence COE;
	2. Exercising leadership (excluding disciplinary issues) inside the JCBRN Defence COE with regard to personnel;
	3. Reporting to and informing the SC of all matters that need the SC’s attention or when so requested by the SC;
	4. Ensuring the execution of the POW and execution of the budget;
	5. Preparing and submitting the drafts of the POW and budget, as well as a medium-term financial plan for five following years to the SC;
	6. Submitting the Annual Financial Statement for the preceding FY to the SC;
	7. Approving commitments only for the purpose and within the limits of the approved budget;
	8. Processing any requests for the POW from HQ SACT, the Participants and Partners;
	9. Forwarding additional out-of-cycle POW requests, as well as the budgetary implications to the SC for consideration and approval;
	10. Performing the continuous coordination regarding the POW with HQ SACT, to include providing HQ SACT with regular reports;
	11. Forming working groups for efficient implementation of the POW and optimizing implementation of other tasks of the JCBRN Defence COE; and
	12. Ensuring internal security of the JCBRN Defence COE as the Security Authority for the JCBRN Defence COE as a NATO Military Body.
3. The Director is granted authority to:
	1. Engage HQ SACT in the development and execution of the POW and establish, in coordination with HQ SACT, inter-relationships and bi-lateral functional arrangements;
	2. Consult with NATO, national authorities and other relevant organisations to facilitate the accomplishment of his mission;
	3. Make recommendations to HQ SACT or – if requested - other NATO entities on CBRN related issues;
	4. In compliance with relevant SC guidance, engage in the development of cooperation arrangements;
	5. Conclude contracts for the JCBRN Defence COE on the basis of the approved budget and the FAP;
	6. Propose additional meetings of the SC; and
	7. Temporarily (not exceeding 180 calendar days) reassign personnel to another position within the JCBRN Defence COE, provided that the SC has been notified and the concerned Participant representative in the SC has not objected to it.

4. The Director may delegate wholly or in part in writing his tasks to a properly ranked and authorised Deputy Director.

Annex D to the JCBRN Defence COE Operational MOU

Shared Costs

Participants share the costs according to the cost share formula detailed in Section 9 for the services, products and supplies necessary for the operation of the JCBRN Defence COE as listed below:

1. Administrative expenses:

1. Communication costs;
2. Official bank services;
3. Postage;
4. Hospitality costs;
5. Supply of POL (Petroleum, Oil and Lubricants);
6. Copying and printing;
7. Administrative freightage; and
8. Supplies and registries.

2. The JCBRN Defence COE facilities and services:

1. Minor maintenance of office and other rooms;
2. Minor maintenance of the JCBRN Defence COE facilities; and
3. Use/ rental of conference rooms and classrooms outside of the JCBRN Defence COE premises.

3. Travel costs:

1. POW related travel expenses (transportation costs);
2. Education and training related to the execution of the POW (transportation costs, course and seminar fees); and
3. POW related conference fees.

4. POW related-specific projects:

1. Information technology;
2. Communication technology;
3. The JCBRN Defence COE owned software and hardware maintenance and development;
4. Publication costs of the JCBRN Defence COE products; and
5. Equipment, furnishing, supplies and maintenance.

5. CIS expenses (including maintenance and replacement and excluding national systems):

1. CIS infrastructure;
2. CIS software and hardware;
3. CIS supplies and repairs;
4. CIS supplies rent; and
5. CIS development.

6. Claims attributable to the JCBRN Defence COE, as outlined in Section 12 paragraph 2.

Annex E to the JCBRN Defence COE Operational MOU

Framework Nation Support

1. JCBRN Defence COE Office Space

 Taking into account local conditions, capabilities, and requirements, the FN provides the facility free of rent. The Czech Republic as a FN uses its FN’s budget for financing:

The structural maintenance, cleaning, heating, lighting and security of the JCBRN Defence COE facility.

2. Messing and Recreational Facilities

 FN provides access to:

a. Available military messing facilities, which may be used by the personnel of the JCBRN Defence COE;

b. Adequate recreational sports facilities on a space-availability basis, which may be used by the personnel of the JCBRN Defence COE and their dependents. Any charges for these facilities are to be the same as those for the FN’s own personnel and are to be the responsibility of the individual involved. Such facilities include but are not limited to base recreation areas and gymnasiums;

c. Available service clubs, which may be used by the personnel of the JCBRN Defence COE and their dependents as appropriate to their status; and

d. Available military welfare activities to JCBRN Defence COE personnel and their dependents under the same conditions as for comparable own personnel.

3. Personal support

FN provides, to the extent of its available resources, appropriate personal legal and administrative support to the JCBRN Defence COE personnel not belonging to the FN and their dependents.

4. Accommodation

FN assists the JCBRN Defence COE personnel not belonging to the FN to arrange appropriate accommodation.

5. Medical and Dental Support

The FN provides, to the extent of its available resources, medical and dental support to the multinational personnel employed at the JCBRN Defence COE and their dependents in accordance with the NATO SOFA and any applicable medical and dental support agreements.

Annex F to the JCBRN Defence COE Operational MOU

Sample Note of Joining

NOTE OF JOINING

FOR THE [name of the National Authority] OF [name of the Joining Nation]

TO PARTICIPATE IN THE

MEMORANDUM OF UNDERSTANDING

AMONG

THE [names of the Participants, in alphabetical order]

…

AND

THE [names of the last Participant, in alphabetical order]

CONCERNING

THE ESTABLISHMENT, ADMINISTRATION AND OPERATION OF

THE JOINT CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR DEFENCE CENTRE OF EXCELLENCE

THE [name of the National Authority] OF [name of the Joining Nation]

HAVING DECIDED to broaden its participation in NATO’s overall CBRN Defence power transformation efforts; and

DESIRING to join the current Participants of the JCBRN Defence COE by providing the personnel for the following post[s]:

* [description of the post(s)] as of [expected date of posting]

ELECTS to participate as of [date of entry into effect of the joining] in the Memorandum of Understanding among [names of the Participants to the COE Operational MOU], concerning the Establishment, Administration and Operation of the JCBRN Defence COE, which came into effect on xxxxxxxxxxxxxxxxx, as revised.

COMMITS to contributing its share to the annual budget starting with fiscal year [year] [optional: and additionally commits to contributing the sum of [detailed amount in letters and figures], to offset the residual value of previous capital investment in accordance with Section 15 paragraph 2 of the JCBRN Defence COE Operational MOU].

INTENDS to abide by all subsequent agreements and arrangements to the JCBRN Defence COE Operational MOU concluded until the date of entry into effect of this Note of Joining, listed as follows:

* [list of subsequent agreements and arrangements]

For the [name of the National Authority] of [name of the Joining Nation]

Signature

Name

Appointment

Place/Date

Page 2 / [total number of pages]

The [names of the Participants to the COE Operational MOU], as the Participants to the JCBRN Defence COE Operational MOU;

WELCOMING the expressed commitment by the [name of the National Authority] of [name of the Joining Nation];

SUPPORT the [name of the National Authority] of [name of the Joining Nation] joining them as a Participant to the JCBRN Defence COE Operational MOU under the terms outlined in this Note of Joining;

CONFIRM that this Note of Joining supplements the JCBRN Defence COE Operational MOU;

This Note of Joining is only effective for the new Participant if it also signs a Note of Joining to the JCBRN Defence COE Functional MOU;

This Note of Joining is signed in one original in the English and French languages, both equally valid. It constitutes a change to the JCBRN Defence COE’s Operational MOU and, as such, is duly recorded in the JCBRN Defence COE’s Operational MOU Record of Change.

The original document is deposited with the Ministry of Defence of the Czech Republic which is responsible for providing certified copies to all other Participants to the JCBRN Defence COE Operational MOU, the Joining Nation, the JCBRN Defence COE, and HQ SACT.

For the [first Participant, in alphabetical order]

Signature

Name

Appointment

Place/Date

 [Etc.]

Page 3 / [total number of pages]

Annex G to the JCBRN Defence COE Operational MOU

RECORD OF CHANGE

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| DATE OF THE CHANGE | DESCRIPTION OF THE CHANGE | DOCUMENT OR DECISION GENERATING THE CHANGE | COMMENTS, DATE OF PROMULGATION, NAME, APPOINTMENT AND SIGNATURE OF THE PROMULGATING AUTHORITY |
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**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**THE MINISTRY OF DEFENCE OF**

**THE CZECH REPUBLIC,**

**THE MINISTER OF DEFENCE OF**

**THE FRENCH REPUBLIC,**

**THE FEDERAL MINISTRY OF DEFENCE OF**

**THE FEDERAL REPUBLIC OF GERMANY,**

**THE MINISTRY OF NATIONAL DEFENCE OF**

**THE HELLENIC REPUBLIC,**

**THE MINISTRY OF DEFENCE OF**

**HUNGARY,**

**THE MINISTRY OF DEFENCE OF**

**THE ITALIAN REPUBLIC,**

**THE MINISTER OF NATIONAL DEFENCE OF**

**THE REPUBLIC OF POLAND,**

**THE MINISTRY OF NATIONAL DEFENCE OF**

**ROMANIA,**

**THE MINISTRY OF DEFENCE OF**

**THE SLOVAK REPUBLIC,**

**THE MINISTRY OF DEFENCE OF**

**THE REPUBLIC OF SLOVENIA,**

**THE MINISTRY OF DEFENCE OF**

**THE UNITED KINGDOM OF**

**GREAT BRITAIN AND NORTHERN IRELAND**

**AND**

**THE DEPARTMENT OF DEFENSE OF**

**THE UNITED STATES OF AMERICA**

**AS WELL AS**

**HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION**

**CONCERNING**

**THE FUNCTIONAL RELATIONSHIP REGARDING**

**THE**

**THE JOINT CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR DEFENCE CENTRE OF EXCELLENCE**

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**INTRODUCTION**

The Ministry of Defence of the Czech Republic, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of Hungary, the Ministry of Defence of the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Republic of Slovenia, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America,

and Headquarters, Supreme Allied Commander Transformation (HQ SACT),

hereinafter referred to collectively as the “Participants”;

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

CONSIDERING that in accordance with MC 324/3 (Final) “The NATO Military Command Structure,” dated 30 January 2013, and MCM-236-03 “MC Concept for Centres of Excellence,” dated 04 December 2003, the NATO Command Arrangements (NCA) are supported by a network of Centres of Excellence (COEs) which provide opportunities to enhance education and training, to improve interoperability and capabilities, to assist in doctrine development and to test and validate concepts through experimentation;

Considering that the Supreme Allied Commander Transformation (SACT), in accordance with MC 58/3, “Terms of Reference for the Supreme Allied Commander Transformation,” dated 17 May 2004 has the overall responsibility for the coordination and employment of COEs within NATO;

NOTING that under the Memorandum of Understanding (MOU) concerning the Establishment, Administration and Operation of the Joint Chemical, Biological, Radiological and Nuclear Defence Centre of Excellence (JCBRN Defence COE Operational MOU) dated 26 October 2006, the JCBRN Defence COE has been established as a COE available to NATO;

CONSIDERING that, as detailed in MCM-236-03, COE should provide tangible improvement to NATO capabilities and therefore be relevant to NATO’s transformational efforts;

HAVING REGARD to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), dated 19 June 1951, the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol), dated 28 August 1952, the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA), dated 19 June 1995, the Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (Additional Protocol to the PfP SOFA), dated 19 June 1995, and the Further Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States participating in the Partnership for Peace regarding the Status of their Forces (Further Additional Protocol to the PfP SOFA), dated 19 December 1997;

NOTING that not all Participants belong to Parties to the Further Additional Protocol to the PfP SOFA;

CONSIDERING further that with PO 2007(0072), dated 30 July 2007, the North Atlantic Council approved the accreditation and activation of JCBRN Defence COE as a NATO Military Body under the provisions of MCM-236-03 and granted international status to it under Article 14 of Paris Protocol;

have reached the following understanding:

**SECTION 1**

**DEFINITIONS**

1. Unless another meaning is specified within this Memorandum of Understanding (MOU) and its follow-on documents, the "NATO Glossary of Terms and Definitions" (AAP-6) and the "NATO Glossary of abbreviations used in NATO documents and publications" (AAP-15) apply.
2. The following definitions apply for the purpose of this MOU and its follow-on documents:
3. Allied Command Operations (ACO) – As outlined in MC 324/3 (Final), Supreme Headquarters Allied Powers Europe (SHAPE) and the other organisations subordinate to Supreme Allied Commander Europe (SACEUR).
4. Allied Command Transformation (ACT) – As outlined in MC 324/3 (Final), Headquarters, Supreme Allied Commander Transformation (HQ SACT) and the other organisations subordinate to Supreme Allied Commander Transformation (SACT).
5. Background Information – Information not generated in the performance of this MOU.
6. Centre of Excellence (COE) – As defined in MCM-236-03, a NATO-accredited nationally or multi-nationally sponsored centre supporting NATO.
7. Joint Chemical, Biological, Radiological and Nuclear Defence Centre of Excellence (JCBRN Defence COE) - The COE offered by the Participants of this MOU as a NATO COE providing subject matter expertise in the field of Chemical, Biological, Radiological and Nuclear (CBRN) Defence.
8. COE Network – The Network of all COEs supporting the NCA coordinated by HQ SACT.
9. Director – The person directing the JCBRN Defence COE.
10. Foreground Information – Information generated in the performance of this MOU.
11. Framework Nation (FN) – The Czech Republic represented by the Ministry of Defence of the Czech Republic.
12. Headquarters, Supreme Allied Commander Transformation (HQ SACT) – as defined in MC 324/3 (Final), the Supreme Headquarters of SACT, which interacts with the JCBRN Defence COE for NATO, and serves as the coordinator for the COEs Network and for the interaction with all NATO entities.
13. Information – Any information, regardless of form or type, including that of a scientific or technical nature, and also including photographs, interim and final reports, manuals, threat data, experimental data, test, designs, specifications, processes, techniques, inventions, drawings, software including source code, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory or any other form and whether or not subject to copyrights, patents, or other legal protection.
14. NATO Command Arrangements (NCA) - The arrangements and entities supporting the NCS, as defined in MC 324/3 (Final).
15. NATO Command Structure (NCS) - NATO's military organisation, as defined in MC 324/3 (Final).
16. NATO Military Body (NMB) – As outlined in CM(69)22, an international military Headquarters or organisation covered by the terms of Articles I(b), I(c) and 14 of the Paris Protocol.
17. NATO Military Committee (MC) – As outlined in the MC 57/4 (Final), the senior military authority in NATO.
18. North Atlantic Council (NAC) – The Council established pursuant to Article 9 of the North Atlantic Treaty.
19. Partner – A Nation, organisation, or agency which interacts with the JCBRN Defence COE, and may be :
	* 1. Contributing Partner (CP) – Any Nation, organisation or entity, in accordance with NAC agreed decisions and procedures, which is not a SN and provides a contribution to the JCBRN Defence COE.
		2. Other Partner (OP) – Any Nation, organisation or entity using the services and / or products provided by the JCBRN Defence COE COE, other than SN or CP.
20. Programme of Work (POW) – As detailed in section 5 of the JCBRN Defence COE Operational MOU.
21. Request for Support (RFS) – A request from NATO, a Nation or any other entity requesting support from the JCBRN Defence COE.
22. Sponsoring Nation (SN) – The Participant to the JCBRN Defence COE Operational MOU.
23. Steering Committee (SC) – As detailed in section 4 and Annex B of the JCBRN Defence COE COE Operational MOU.
24. Supreme Allied Commander Europe (SACEUR) – As defined in MC 324/3 (Final), the Commander of ACO.
25. Supreme Allied Commander Transformation (SACT) – As defined in MC 324/3 (Final), the Commander of ACT.

**SECTION 2**

**PURPOSE**

This MOU establishes the functional relationship between HQ SACT and the SNs regarding the JCBRN Defence COE.

**SECTION 3**

 **THE ROLE OF THE JCBRN Defence COE**

The JCBRN Defence COE assists NATO, SNs and Partners by supporting NATO’s capability development process, mission effectiveness, and interoperability by providing comprehensive and timely expertise on CBRN Defence.

**SECTION 4**

**GENERAL UNDERSTANDING**

1. The JCBRN Defence COE ensures that services and products requested by HQ SACT on behalf of NATO entities receive the first priority of work. Within its capacity, the JCBRN Defence COE also supports the SNs and Partners in their efforts to enhance capabilities in the field of CBRN Defence. However, the JCBRN Defence COE support remains subject to the approval and allocation of resources by the SC.
2. HQ SACT, as the designated NATO entity for the coordination of the NATO-accredited COEs and the COE Network, is responsible for coordinating requests from NATO entities, providing the requests to the JCBRN Defence COE and monitoring their execution.
3. The JCBRN Defence COE forms part of the wider framework supporting the NCA. The JCBRN Defence COE is not part of the NCS and this MOU does not constitute a command relationship between HQ SACT and the JCBRN Defence COE.
4. Under coordination of HQ SACT, the JCBRN Defence COE may establish appropriate relationships with ACO, ACT and other NATO entities.
5. The JCBRN Defence COE adheres to all NATO policies, regulations and standards that are appropriate to the functions of the JCBRN Defence COE and, in particular, to the established HQ SACT guidance and directives providing for the overall COE Network efficiency and effectiveness.
6. The JCBRN Defence COE is assessed by HQ SACT against criteria set out in IMSM-0416-04, dated 11 June 2004. In accordance with PO 2007 (0072), dated 30 July 2007, the NAC approved the accreditation and activation of JCBRN Defence COE as a NATO Military Body under the provisions of MCM-263-3. The JCBRN Defence COE may be screened periodically by HQ SACT to ensure it continues to meet the accreditation criteria. If the JCBRN Defence COE fails to meet the appropriate criteria, HQ SACT recommends the necessary steps to be taken in order to meet the accreditation criteria. Continued failure in meeting the accreditation criteria may result in loss of accreditation as a COE.
7. Appropriate arrangements, as follow-on arrangements to this MOU, may be concluded to provide additional details not covered in this MOU or provide for the arrangements pertaining to specific projects to be conducted by the JCBRN Defence COE.

**SECTION 5**

**RESPONSIBILITIES OF THE JCBRN DEFENCE COE**

1. The Director is a principal advisor to HQ SACT for providing subject matter expertise in the field of CBRN Defence**.**
2. The JCBRN Defence COE focuses, but does not limit its activities, on the following core areas:
	1. Doctrine and Standards;
	2. Education and Training;
	3. Analysis and Lessons Learned; and
	4. Concept Development and Experimentation
3. The JCBRN Defence COE should not duplicate the efforts of other COEs, but should undertake to co-operate with any other COE which provides support to CBRN Defence with genuine subject-matter expertise.

**SECTION 6**

**RESPONSIBILITIES OF HQ SACT**

To support the JCBRN Defence COE’s performance as a NATO COE, HQ SACT is responsible for:

1. Encouraging optimal development and utilisation of JCBRN Defence COE capabilities in furtherance of NATO’s transformational goals;
2. Providing the appropriate guidelines to enable the JCBRN Defence COE to effectively conduct its mission in support of Alliance’s transformation; and
3. Advising the JCBRN Defence COE on issues relevant to accreditation, and periodically screen the JCBRN Defence COE to confirm the JCBRN Defence COE is meeting the established criteria to maintain the accreditation.

**SECTION 7**

**COORDINATION**

1. The SC decides on the annual POW, which sets out the services and products to be provided by the JCBRN Defence COE. For the purpose of the establishment of the POW, HQ SACT provides the coordinated and prioritised requests for services and products for NATO entities to the Director for SC’s consideration**.**
2. HQ SACT is, and other NATO entities may be, invited to participate on a non-voting basis in the relevant JCBRN Defence COE SC meetings and, through this participation, advise the JCBRN Defence COE’s SC on NATO requirements and priorities. Irrespective of itsparticipation, HQ SACT receives the minutes of the SC meetings.

3. HQ SACT forwards possible out-of-cycle requests to the Director for appropriate processing.

1. HQ SACT and the Director, on a continuous basis, coordinate the execution of the POW, including the possible impact of additional out-of-cycle requests of SNs and Partners. To facilitate this coordination, the COE Director provides HQ SACT with regular reports.
2. The POW should not be deemed as an advanced endorsement by NATO or HQ SACT to the JCBRN Defence COE services and products.

**SECTION 8**

**LEGAL CONSIDERATIONS**

1. Without prejudice to the obligations under the North Atlantic Treaty, the NATO SOFA, and the Paris Protocol, the Participants do not intend to create any rights or obligations under international law by virtue of this MOU.
2. The Participants do not intend to cause a conflict between this MOU and relevant national or international laws. Should such conflict nevertheless arise, the national or international law prevails over this MOU. Each Participant, whose national laws or obligations under international law are affected, is responsible for notifying the other Participants in writing.
3. With regard to the services and products generated by the JCBRN Defence COE on request of HQ SACT, the SNs ensure, subject to the restrictions applied by the owner of the information, that HQ SACT, for the benefit of the Alliance and within its mission to transform NATO, obtains:
	1. The right of use and distribution of all Foreground Information; and
	2. The right of use and distribution of all Background Information required to appropriately utilise the product.
4. HQ SACT may not be charged for any use or distribution of any type of information and should not derive any revenue from any distribution. Exception, further details and particular requirements or restrictions may be laid down in appropriate arrangements.
5. Unless endorsed by HQ SACT, SHAPE or NATO HQ, the products and services provided or drafted by the JCBRN Defence COE cannot be assimilated in any way into NATO products and services. For this purpose, the products and services not yet endorsed by HQ SACT, NATO HQ or SHAPE contain a disclaimer that they do not reflect NATO’s policies or positions, do not engage NATO in any way, and only reflect the policies or positions of the JCBRN Defence COE itself or solely of the author(s), depending on the circumstances. The form of the disclaimer depends on the type of product or service considered. It should be realized in an appropriate form and designed to avoid any confusion in the mind of the users of the JCBRN Defence COE’s works, products and services.
6. Neither the JCBRN Defence COE nor the SNs or their representatives may make, directly or indirectly, any public comment, statement, or communication with respect to any work or service provided to NATO or its arrangement with HQ SACT, without prior co-ordination with HQ SACT, unless required under an applicable national or international law.

**SECTION 9**

**FINANCIAL** **CONSIDERATIONS**

1. As far as permitted by international and national laws and regulations, the FN and other SNs should not levy taxes, fees or similar charges on the official activities of the JCBRN Defence COE for NATO. Exceptions, additional detailed information and detailed requirements or restrictions may be determined in appropriate agreements or arrangements.
2. In accordance with JCBRN Defence COE Operational MOU, the SNs bear all financial responsibilities resulting from the operation of the JCBRN Defence COE.
3. In general, all services, information and products included in the POW and provided to NATO entities are free of charge. NATO entities should not derive any revenue from any distribution. Exceptions, further details, and particular requirements or restrictions may be laid down in appropriate arrangements.
4. For courses provided by or through the JCBRN Defence COE, including courses provided to NATO personnel, individual course fees may be charged and such fees may also be levied for conferences or similar events organized by the JCBRN Defence COE.

**SECTION 10**

**SECURITY AND CONFIDENTIALITY**

1. External security is the responsibility of the FN.
2. The Director, as head of the NMB, is the security authority for the JCBRN Defence COE.
3. Security administration within the facilities in the use of the JCBRN Defence COE, including visits, security clearances and information security is the responsibility of the JCBRN Defence COE Director, acting in accordance with the applicable FN and NATO security regulations.
4. Without prejudice to the Director’s responsibilities defined in paragraph 10.3 above, the Participants are responsible for taking the measures necessary to ensure that their personnel comply with applicable security agreements and arrangements. They are likewise responsible for ensuring compliance with relevant security regulations for any products or services received or drawn from the JCBRN Defence COE.
5. Classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU is treated in accordance with C-M (2002) 49 “Security within the North Atlantic Treaty Organisation”, dated 17 June 2002, in the respective authorised edition, including all supplements and amendments thereto, and in accordance with existing international agreements and arrangements.
6. Unclassified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU is treated in accordance with C-M (2002) 60 “The Management of Non-Classified Information”, dated 24 July 2002, in the respective authorised edition, including all supplements and amendments thereto and existing security agreements and arrangements.
7. In the event of cessation of or withdrawal from this MOU, the Participants are responsible for ensuring the provisions relating to security, disclosure of information, and confidentiality remains in effect.
8. In accordance with NATO policy, all NATO related security incidents are reported to the NATO Office of Security (NOS). NATO security investigations are conducted by NATO security authorities.
9. All incidents involving counter-intelligence indicators against NATO are immediately reported to the NOS. NATO CI investigations are conducted in accordance with established NATO policies and procedures.

**SECTION 11**

**SETTLEMENT OF DISPUTES**

1. Any dispute regarding the interpretation or implementation of this MOU is settled only by consultation among the Participants involved.

2. Disputes are settled using the JCBRN Defence COE working language.

**SECTION 12**

**REVISIONS AND RECORD OF CHANGE**

1. Any Participant may propose revisions to this MOU. As custodian of this MOU, HQ SACT is responsible for managing the revision process.
2. With the exception of Annex B, this MOU and the Annexes may be revised only by the unanimous, written consent of all Participants.
3. Each change made to this MOU is recorded in chronological order on the Record of Change attached as Annex B. This Record of Change is updated by HQ SACT and then provided to all Participants, and the JCBRN DEFENCE COE, each time a change occurs.

**SECTION 13**

**ADDITIONAL PARTICIPATION AND WITHDRAWAL**

1. The addition of any new Participant to this MOU is accomplished through a Note of Joining (NOJ), an example of which is laid down in Annex A, to be signed by the joining nation and the current Participants. Other NOJ versions that are acceptable to all Participants may be used.
2. Unless otherwise provided in the NOJ, the NOJ comes into effect on the date of the last signature. The NOJ is only effective if the joining nation also signs a NOJ to the JCBRN Defence COE Operational MOU.
3. Any Participant may withdraw from this MOU by giving twelve months written notice to HQ SACT, which is responsible for immediately notifying the other Participants about such notice. Any withdrawal by a SN from the JCBRN Defence COE Operational MOU, without further notice, constitutes a withdrawal from this MOU, in which case the FN ensures the appropriate information be provided to HQ SACT.

**SECTION 14**

**FINAL CONSIDERATIONS**

1. This MOU enters into effect on the date of the last signature to this MOU. Upon entry into effect of this MOU, this MOU supersedes the NATO JCBRN Defence COE Functional Memorandum of Understanding signed on 26 October 2006.
2. This MOU ceases to have effect in case of:
	1. Written decision by all Participants;
	2. Withdrawal of the FN;
	3. Revocation of the accreditation of the JCBRN Defence COE;
	4. Withdrawal of HQ SACT from this MOU; or
	5. Cessation of the JCBRN Defence COE Operational MOU.
3. In the event that this MOU ceases to have effect or a Participant makes formal notification of its withdrawal from the MOU, the provisions of this MOU should continue to be applied until any outstanding matters have been resolved.
4. Each follow-on arrangement concluded subsequently to this MOU is governed by the same conditions as this MOU, unless otherwise specified in the arrangement itself. In case this MOU ceases to have effect, all of its follow-on arrangements, unless otherwise decided, cease to have effect on the same date without further notice.
5. This MOU is referred to as the “JCBRN Defence COE Functional MOU” and consists of fourteen sections and two annexes. The annexes are integral parts of this MOU.
6. References to NATO policy documents encapsulate any amendment thereof, or, as the case may be, refer to such policy documents as may replace them.

This MOU is signed in one original in the English and French languages. The original document is to be deposited with HQ SACT, as well as the subsequent NOJs and any agreements or arrangements. As such, HQ SACT provides all Participants, as well as the JCBRN Defence COE, with certified true copies of this MOU and all subsequent documents stating the dates when they became effective.

**The Foregoing constitutes the UnderSTANDING reached AMONG THE PARTICIPANTS.**

For the **[name of the National Authority]** of **[name of the Participating Nation]**

Signature

Name

Appointment

Place/Date

Etc……

For the Headquarters, Supreme Allied Commander Transformation

Signature

Name

Supreme Allied Commander Transformation

Appointment

Norfolk, United States of America,

Place/Date

**Annex A to the JCBRN Defence** **COE Functional MOU**

**Sample of Note of Joining**

**NOTE OF JOINING**

**FOR THE [name of the National Authority] OF [name of the Joining Nation]**

**TO PARTICIPATE IN THE**

**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**THE [names of the National Authorities of the Participating Nations, in alphabetical order]**

**…**

**AND**

**HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION**

**CONCERNING**

**THE FUNCTIONAL RELATIONSHIP REGARDING**

**THE JCBRN Defence** **CENTRE OF EXCELLENCE**

**THE [name of the National Authority] OF [name of the Joining Nation]**

HAVING DECIDED to broaden its participation in NATO’s overall JCBRN Defence transformation efforts; and

CONSIDERING its participation in the JCBRN Defence COE, located in the Czech Republic as a Framework Nation as stated in the Note of Joining to participate in the Memorandum of Understanding among **[names of the Participants to the Operational COE MOU]** concerning the Establishment, Administration and Operation of the JCBRN Defence COE signed on **[date of signing of the COE Operational MOU]**;

CONSIDERING **[additional considerations]**;

ELECTS to participate in the Memorandum of Understanding among **[names of the Participating Nations to the COE Functional MOU]**, as well as Headquarters, Supreme Allied Commander Transformation, concerning the Functional Relationship regarding the JCBRN Defence COE, which came into effect on **[date of entry into effect of the COE Functional MOU]**.

For the **[name of the National Authority]** of **[name of the Joining Nation]**

Signature

Name

Appointment

Place/Date

Page 2 / **[total number of pages]**

The **[names of the Participants to the COE Functional MOU except HQ SACT]**, as well as Headquarters, Supreme Allied Commander Transformation, as the Participants to the JCBRN Defence COE Functional MOU,

WELCOMING the expressed commitment by the **[name of the National Authority]** of **[name of the Joining Nation]**;

CONCUR with the **[name of the National Authority]** of **[name of the Joining Nation]** joining them as a Participant to the JCBRN Defence COE Functional MOU under the terms outlined in this Note of Joining.

This Note of Joining comes into effect on the date on which the last signature is appended to it, or to the Note of Joining for the **[name of the National Authority]** of **[name of the Joining Nation]** to participate to theJCBRN Defence COE Operational MOU.

This Note of Joining is signed in one original in the English and French languages, both equally valid. The original document is deposited with HQ SACT, which is responsible for providing certified copies to all Participants to the JCBRN Defence COE Functional MOU, JCBRN Defence COE and the Joining Nation. This joining is duly recorded in the JCBRN Defence COE’s Functional MOU Record of Changes.

For the **[name of the National Authority]** of **[name of the first Participating Nation in the alphabetical order]**

Signature

Name

Appointment

Place/Date

**[Etc.]**

Page 3 / **[total number of pages]**

For the Headquarters, Supreme Allied Commander Transformation

Signature

Name

Supreme Allied Commander Transformation

Appointment

Norfolk, United States of America,

Place/Date

**Annex B to the JCBRN Defence COE** **Functional MOU**

**RECORD OF CHANGE**

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| **DATE OF THE CHANGE** | **DESCRIPTION OF THE CHANGE** | **DOCUMENT OR DECISION GENERATING THE CHANGE** | **COMMENTS, DATE OF PROMULGATION, NAME, APPOINTMENT AND SIGNATURE OF THE PROMULGATING AUTHORITY** |
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**MEMORANDUM O SOGLASJU**

**MED**

**MINISTRSTVOM ZA OBRAMBO**

**ČEŠKE REPUBLIKE,**

**MINISTROM ZA OBRAMBO**

**FRANCOSKE REPUBLIKE,**

**ZVEZNIM MINISTRSTVOM ZA OBRAMBO**

**ZVEZNE REPUBLIKE NEMČIJE,**

**MINISTRSTVOM ZA NACIONALNO OBRAMBO**

**HELENSKE REPUBLIKE,**

**MINISTRSTVOM ZA OBRAMBO**

**MADŽARSKE,**

**MINISTRSTVOM ZA OBRAMBO**

**ITALIJANSKE REPUBLIKE,**

**MINISTROM ZA NACIONALNO OBRAMBO**

**REPUBLIKE POLJSKE,**

**MINISTRSTVOM ZA NACIONALNO OBRAMBO**

**ROMUNIJE,**

**MINISTRSTVOM ZA OBRAMBO**

**SLOVAŠKE REPUBLIKE,**

**MINISTRSTVOM ZA OBRAMBO**

**REPUBLIKE SLOVENIJE,**

**MINISTRSTVOM ZA OBRAMBO**

**ZDRUŽENEGA KRALJESTVA**

**VELIKA BRITANIJA IN SEVERNA IRSKA**

**TER**

**MINISTRSTVOM ZA OBRAMBO**

**ZDRUŽENIH DRŽAV AMERIKE**

**O**

**USTANOVITVI, UPRAVLJANJU IN DELOVANJU**

**CENTRA ODLIČNOSTI ZA SKUPNO KEMIČNO, BIOLOŠKO, RADIOLOŠKO IN JEDRSKO OBRAMBO**

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UVOD

Ministrstvo za obrambo Češke republike, minister za obrambo Francoske republike, Zvezno ministrstvo za obrambo Zvezne republike Nemčije, Ministrstvo za nacionalno obrambo Helenske republike, Ministrstvo za obrambo Madžarske, Ministrstvo za obrambo Italijanske republike, minister za nacionalno obrambo Republike Poljske, Ministrstvo za nacionalno obrambo Romunije, Ministrstvo za obrambo Slovaške republike, Ministrstvo za obrambo Republike Slovenije, Ministrstvo za obrambo Združenega kraljestva Velika Britanija in Severna Irska in Ministrstvo za obrambo Združenih držav Amerike,

v nadaljnjem besedilu »udeleženci«,

OB UPOŠTEVANJU želje po združitvi naporov za skupno obrambo in tesnejše sodelovanje za uresničevanje Severnoatlantske pogodbe;

OB UPOŠTEVANJU, da skladno z MC 324/3, z dne 30. januarja 2013, in MCM-236-03, z dne 4. decembra 2003, Natovo poveljniško ureditev podpre mreža centrov odličnosti (CO);

OB UPOŠTEVANJU, da je bil 26. oktobra 2006 ustanovljen Center odličnosti za skupno kemično, biološko, radiološko in jedrsko obrambo za lažje preoblikovanje na področju kemične, biološke, radiološke in jedrske obrambe znotraj skupnih Natovih prizadevanj za preoblikovanje;

OB UPOŠTEVANJU, da bodo s Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) sklenili memorandum, ki ureja funkcionalno razmerje med HQ SACT in državami udeleženkami CO JRKBO;

OB UPOŠTEVANJU določb Sporazuma med pogodbenicami Severnoatlantske pogodbe glede statusa njihovih sil (Nato SOFA), z dne 19. junija 1951, Protokola o statusu mednarodnih vojaških poveljstev, ustanovljenih v skladu s Severnoatlantsko pogodbo (Pariški protokol), z dne 28. avgusta 1952, Sporazuma med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo pri Partnerstvu za mir, glede statusa njihovih sil (PzM SOFA), z dne 19. junija 1995, Dodatnega protokola k Sporazumu med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo pri Partnerstvu za mir, glede statusa njihovih sil (Dodatni protokol k PzM SOFA), z dne 19. junija 1995, in Nadaljnjega dodatnega protokola k Sporazumu med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo pri Partnerstvu za mir, glede statusa njihovih sil (Nadaljnji dodatni protokol k PzM SOFA), z dne 19. decembra 1997;

OB UPOŠTEVANJU, da države vseh udeležencev niso podpisnice Nadaljnjega dodatnega protokola k PzM SOFA;

OB UPOŠTEVANJU, da je Severnoatlantski svet s PO 2007(0072) z dne 30. julija 2007 na podlagi določb MCM-236-03 odobril akreditacijo in aktivacijo CO JRKBO kot Natovega vojaškega organa ter mu na podlagi 14. člena Pariškega protokola podelil mednarodni status;

dosegli dogovor:

1. ČLEN

OPREDELITVE POJMOV

1. Če pomen ni določen drugače v Memorandumu o soglasju (MOU) ali v katerem izmed dokumentov, ki mu sledijo, veljajo pomeni iz Natovega Glosarja izrazov in definicij (AAP-6) ter Natovega Glosarja kratic in okrajšav, ki so uporabljeni v Natovih dokumentih in publikacijah (AAP-15).

2. Za memorandum o soglasju in dokumente, ki mu sledijo, veljajo opredelitve pojmov:

a. Zavezniško poveljstvo za operacije (Allied Command Operations – ACO), kot je opredeljeno v MC 324/3 (končna različica) – Vrhovno poveljstvo zavezniških sil za Evropo (Supreme Headquarters Allied Powers Europe – SHAPE) in druge organizacije, ki so podrejene vrhovnemu poveljniku zavezniških sil za Evropo (Supreme Allied Commander Europe – SACEUR);

b. Zavezniško poveljstvo za preoblikovanje (Allied Command Transformation – ACT), kot je opredeljeno v MC 324/3 (končna različica) – Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje in druge organizacije, ki so podrejene vrhovnemu zavezniškemu poveljniku za preoblikovanje (Supreme Allied Commander Transformation – SACT);

c. center odličnosti (CO), kot je opredeljeno v MCM 236-03 – center, ki ga je potrdil Nato in ga sponzorira nacionalna država oziroma več držav, ki podpirajo Nato;

d. finančni administrativni postopki (FAP) – postopki, ki temeljijo na Natovih finančnih predpisih in se uporabljajo za urejanje vseh finančnih transakcij za CO JRKBO;

e. država nosilka (DN) – Češka republika, ki jo zastopa Ministrstvo za obrambo Češke republike;

f. center odličnosti za skupno kemično, biološko, radiološko in jedrsko obrambo za lažje preoblikovanje na področju kemične, biološke, radiološke in jedrske obrambe (CO JRKBO) – center odličnosti, ki ga udeleženci memoranduma o soglasju predstavljajo kot Natov center odličnosti;

g. mreža CO – mreža vseh centrov odličnosti, ki jo v podporo Natovega sistema poveljevanja (NCA) usklajuje poveljstvo SACT;

h. direktor – oseba, ki vodi CO JRKBO;

i. Poveljstvo vrhovnega poveljnika za preoblikovanje (HQ SACT), kot je opredeljeno v MC 324/3 (končna različica) – vrhovno poveljstvo SACT, ki sodeluje s CO JRKBO za Nato in deluje kot koordinator za mrežo centrov odličnosti in za sodelovanje z vsemi Natovimi subjekti;

j. informacije – vse informacije, ne glede na obliko ali vrsto, vključno z informacijami znanstvene ali tehnične narave ter s fotografijami, vmesnimi in končnimi poročili, priročniki, podatki o grožnjah, eksperimentalnimi podatki, preizkusi, oblikovanji, specifikacijami, procesi, tehnikami, izumi, risbami, programsko opremo z izvornimi kodami, tehničnimi zapisi, zvočnimi posnetki, slikovnimi in drugimi grafičnimi predstavitvami bodisi na magnetnem traku, v računalniškem spominu ali v kateri koli drugi obliki in ne glede na to, ali so predmet avtorskih ter patentnih pravic ali katere druge pravne zaščite;

k. Natov sistem poveljevanja (NCA) – ukrepi in subjekti, ki podpirajo NCS, kot je opredeljeno v MC 324/3 (končna različica);

l. Natova poveljniška struktura (NCS), kot je opredeljeno v MC 324/3 (končna različica) – Natova vojaška organizacija;

m. Natov vojaški odbor (MC), kot je navedeno v MC 57/4 (končna različica) – najvišji Natov vojaški organ;

n. Severnoatlantski svet (NAC) – svet, ustanovljen skladno z 9. členom Severnoatlantske pogodbe;

o. partner – država, organizacija ali agencija, ki sodeluje s CO JRKBO in je lahko:

* + - prispevni partner – država, organizacija ali subjekt, ki deluje skladno s sklepi in postopki, dogovorjenimi v Severnoatlantskem svetu; ni udeleženec in prispeva v CO JRKBO,
		- drugi partner – država, organizacija ali subjekt, ki koristi storitve oziroma produkte CO JRKBO ter ni udeleženec ali prispevni partner;

p. Program dela – dokument, ki določa aktivnosti CO JRKBO za koledarsko leto, vključno z dolgoročnimi aktivnostmi CO JRKBO;

q. Prošnja za podporo (RFS) – prošnja za podporo, ki jo Nato, država ali drug subjekt naslovi na CO JRKBO;

r. Usmerjevalni odbor – odbor, ki ga ustanovijo udeleženci kot glavno telo, ki zagotavlja smernice in nadzor ter sprejemanje odločitev o vseh zadevah glede administracije, politike in delovanja CO JRKBO.

2. ČLEN

NAMEN

Namen memoranduma o soglasju je opredeliti določbe za delovanje, financiranje, kadrovanje, opremo, infrastrukturo, administrativno in logistično podporo za CO JRKBO, ki je ustanovljen v Češki republiki.

3. ČLEN

POSLANSTVO IN OBVEZNOSTI

1. CO JRKBO pomaga Natu, udeležencem in partnerjem tako, da podpira Natove procese razvoja zmogljivosti, učinkovitosti izvajanja nalog in povezljivosti z zagotavljanjem celostne in pravočasne podpore na področjih, ki so povezana z JRKB-obrambo.

2. Poslanstvo CO JRKBO:

* zagotavljanje nasvetov na vseh področjih, povezanih z JRKB-obrambo,
* oblikovanje doktrin za JRKB-obrambo, standardov, znanja za boljšo povezljivost in večje sposobnosti,
* zagotavljanje priložnosti za spodbujanje izobraževanja in usposabljanja,
* prispevanje k procesom pridobivanja ustreznih izkušenj,
* v okviru programa dela, ki ga potrdi usmerjevalni odbor, pomagati Natu, udeležencem in partnerjem pri njihovih prizadevanjih na področju JRKB, vključno z vrednotenjem na podlagi preizkušanja.

3. Poslanstvo, vizija in temeljne aktivnosti CO JRKBO so opredeljeni v konceptu CO JRKBO, ki ga odobri usmerjevalni odbor in je ločen od tega memoranduma o soglasju.

4. CO JRKBO poskrbi, da so storitve in produkti, ki jih Poveljstvo vrhovnega poveljnika za preoblikovanje (HQ SACT) zahteva v imenu Natovih subjektov, prednostno obravnavani. Skladno z zmožnostmi CO JRKBO podpira udeležence in partnerje pri prizadevanjih za razvoj sposobnosti na področju JRKB-obrambe. Celotna podpora CO JRKBO je sicer predmet odobritve in dodelitve sredstev usmerjevalnega odbora.

4. ČLEN

ORGANIZIRANOST IN RAZMERJA

1. Usmerjevalni odbor je v okviru tega memoranduma o soglasju zadolžen za vodenje, usmerjanje in nadzorovanje CO JRKBO. Potrjuje program dela in večnacionalni proračun ter nadzoruje njegovo izvajanje. Obseg pooblastil usmerjevalnega odbora je določen v Prilogi B.

2. Usmerjevalni odbor je sestavljen iz po enega predstavnika z volilno pravico vsakega udeleženca, ki ga ta udeleženec znotraj obsega pooblastil usmerjevalnega odbora ustrezno zastopa pri sprejemanju odločitev v njegovem imenu. Da bi se izognili konfliktu interesov, pripadnik CO JRKBO ne zastopa udeleženca v usmerjevalnem odboru. Predsednika usmerjevalnega odbora imenuje država nosilka, vendar ta ni identičen niti predstavniku države nosilke kot udeležencu niti direktorju. Direktor se na povabilo usmerjevalnega odbora udeleži sestanka usmerjevalnega odbora. Predsednik in direktor v usmerjevalnem odboru nimata glasovalne pravice.

3. Odločitve usmerjevalnega odbora se sprejemajo na podlagi soglasja predstavnikov. Soglasje pomeni, da mora vsak član usmerjevalnega odbora voliti za sklep ali se vzdržati glasovanja za sklep, ki je predmet potrditve, da bi bila odločitev sprejeta z vsaj enim glasom. Ob glasovanju proti odločitev ni sprejeta.

4. Notranja struktura, popolnitev in razporeditev položajev so del koncepta CO JRKBO.

5. Direktor odgovarja usmerjevalnemu odboru glede uresničevanja poslanstva, nalog in delovanja ter upravljanja CO JRKBO. Direktor neposredno poroča usmerjevalnemu odboru. Obseg pooblastil direktorja CO JRKBO je opredeljen v Prilogi C.

6. CO JRKBO je del širšega okvira, ki podpira Natov sistem poveljevanja. Čeprav ni del Natove poveljniške strukture, je CO JRKBO del mreže centrov odličnosti, ki jo usklajuje Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT).

7. Razmerje med CO JRKBO in Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) se vzpostavi v Funkcionalnem memorandumu o soglasju CO JRKBO, po katerem Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) deluje kot koordinator Natovih organov za pisanje prošenj podpore za CO JRKBO.

8. CO JRKBO vzpostavi v sodelovanju s Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) nujna delovna razmerja z Natovimi subjekti in mrežo centrov odličnosti ter usklajuje izvajanje programa dela. CO JRKBO lahko vzpostavi nujna delovna razmerja z nacionalnimi in mednarodnimi subjekti.

9. Usmerjevalni odbor lahko priporoči vključitev partnerjev v aktivnosti CO JRKBO in spodbuja sklenitev ustreznih dogovorov med udeleženci ter zadevnimi partnerji.

5. ČLEN

PROGRAM DELA

1. Ob upoštevanju Natovih zahtev, ki jih usklajuje Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), udeležencev in predlogov partnerjev ter ob upoštevanju zadevnega finančnega vpliva je direktor CO JRKBO skladno s Prilogo C odgovoren za pripravo in predložitev osnutka programa dela usmerjevalnemu odboru za naslednje koledarsko leto. Usmerjevalni odbor obravnava po posredovanju zahtev direktorja CO JRKBO vse zahteve za storitve in produkte, vključno s tem povezane stroške in dohodek ter nato odobri program dela za CO JRKBO, skladno s Prilogo B.

2. Dodatne zahteve zunaj tega obdobja, ki jih prejme direktor CO JRKBO in se predložijo usmerjevalnemu odboru v obravnavo, bodo, če bodo odobrene, obravnavane skladno z ustreznimi postopki.

6. ČLEN

OSEBJE

1. Vsak udeleženec stalno zapolni najmanj eno delovno mesto, ki mu je dodeljeno v preglednici udeležencev (priloga A) CO JRKBO. Dodatna delovna mesta, navedena v preglednici udeležbe za zadevnega udeleženca, se lahko zapolnijo na druge načine, ki niso stalni. Kljub vsemu mora te druge načine potrditi osebje usmerjevalnega odbora. Udeleženci običajno dodelijo svoje osebje za triletno obdobje.

2. Udeleženci pravočasno zapolnijo delovna mesta v CO JRKBO, tako da dodelijo primerno in usposobljeno osebje, skladno s preglednico popolnitve in opisi delovnih mest, ki jih odobri usmerjevalni odbor. Direktor CO JRKBO je skrbnik opisov delovnih mest. Udeleženci vsaj enega člana svojega osebja namenijo enemu izmed teh delovnih mest. Na prostovoljni ravni lahko skladno z odobritvijo usmerjevalnega odbora CO JRKBO namenijo dodatno osebje.

3. Vodenje osebja CO JRKBO poteka po Natovih postopkih, skladno z veljavno Direktivo 45-001 Zavezniškega poveljstva za operacije in njenim dodatkom, razen če je drugače določeno v memorandumu o soglasju ali če tako določi usmerjevalni odbor.

4. Če udeleženec ne more zapolniti dodeljenega delovnega mesta za več kot 120 dni, mora o tem v najkrajšem mogočem času pisno obvestiti direktorja. Direktor lahko potem v dogovoru z zadevnim udeležencem zaprosi druge udeležence za zapolnitev delovnega mesta za dogovorjeno časovno obdobje.

5. Osebje CO JRKBO dela pod nadzorom direktorja, ki z izjemo nacionalnih dolžnosti in discipline vodi vse osebje CO JRKBO. Udeleženci poskrbijo, da se nacionalne naloge osebja CO JRKBO omejijo na največ štiri tedne izvajanja na osebo za proračunsko leto CO JRKBO, saj tako ne vplivajo na aktivnosti CO JRKBO. Direktor pripravi ocenjevalna poročila za osebje na zahtevo udeležencev.

6. Polna pooblastila za poveljevanje in disciplinske zadeve v povezavi z osebjem CO JRKBO ohranijo ustrezni nacionalni organi. Vsak udeleženec imenuje pri direktorju predstavnika z ustreznim činom in pooblastili za opravljanje vseh zadev v povezavi z nacionalnimi obveznostmi in disciplino osebja, imenovanega v CO JRKBO.

7. Za področje varstva in zdravja pri delu, vključno z nadzorom standardov varnostnih ukrepov, veljajo predpisi države nosilke.

8. Delovni jezik CO JRKBO je angleščina.

7. ČLEN

PODPORA DRŽAVE NOSILKE

Država nosilka zagotavlja brezplačno podporo CO JRKBO, skladno z opisom v Prilogi E. Država nosilka obdrži lastništvo nad vsemi objekti, zemljišči in opremo, ki jo ima na voljo CO JRKBO.

8. ČLEN

DODATNE OBVEZNOSTI UDELEŽENCEV

Udeleženci krijejo stroške za:

* 1. zagotovitev osebja po določbah 6. člena tega memoranduma o soglasju in opisih delovnih mest in formacij, ki jih potrdi usmerjevalni odbor;
	2. svoj del stroškov po določbah 9. člena tega memoranduma o soglasju;
	3. plače, dodatke in zahteve za nacionalno podporo;

d. stroške dnevnice (namestitev, hrano in dodatne stroške), ki so povezani s programom dela;

e. potne stroške (prevoz in dnevnice) za začetno dolžnost in odhod ob koncu mandata osebja iz CO JRKBO ter druge stroške, povezane z imenovanjem posamezne osebe v CO JRKBO;

f. izpolnitev nacionalnih obveznosti med razporeditvijo v CO JRKBO;

g. opremo, storitve ali osebje, ki jih udeleženec pripelje v CO JRKBO za nacionalne namene in presegajo tiste, ki jih zagotavlja država nosilka, kot tudi stroške svojega delovanja in vzdrževanja;

h. ukrepe nacionalnega usposabljanja in izobraževanja, opredeljenega kot pogoj v opisih delovnih mest;

i. posamezne zahteve tega udeleženca, ki vključujejo dodatno osebje za infrastrukturo, varnost in podporno osebje, imenovano poleg osebe, ki zaseda delovno mesto, določeno v Prilogi A;

j. ob smrti pripadnika osebja vrnitev posmrtnih ostankov v domovino.

9. ČLEN

DELITEV STROŠKOV

1. Udeleženci poravnajo neto izdatke (izdatke z odbitimi prihodki), ki so nujni za delovanje CO JRKBO. Deljivi stroški so navedeni v Prilogi D.

2. Delež posameznega udeleženca se določi s formulo:

Število delovnih mest, dodeljenih udeležencu v Prilogi A

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ = delež stroškov udeleženca

Skupno število dodeljenih delovnih mest iz Priloge A

3. V formaciji CO JRKBO so navedene kategorije osebja, ki pa niso v preglednici udeležencev (Priloga A) in zato niso predmet določitve deleža stroškov udeleženca:

* administrativna podpora,
* podpora (vključno z nacionalno podporo za državo nosilko ali katerega koli udeleženca),
* prostovoljni nacionalni prispevki in drugi presežki v delovni sili.

4. Nezapolnjena delovna mesta, dodeljena udeležencu v Prilogi A, ne zmanjšajo deleža stroškov udeleženca.

5. Z novim udeležencem se število dodeljenih delovnih mest določi v Noti o pristopu. Novi udeleženec plača letni prispevek v proračunskem letu po začetku veljavnosti Note o pristopu, razen če je navedeno drugače.

10. ČLEN

PRORAČUNSKE IN RAČUNOVODSKE DOLOČBE

1. Proračunsko leto se začne 1. januarja in se konča 31.. decembra.

2. Sredstva, ki se zagotovijo CO JRKBO, se upravljajo, nadzorujejo in evidentirajo z Natovimi finančnimi in računovodskimi postopki v obliki navodil, ki so opredeljena v finančnih administrativnih postopkih CO JRKBO in ki jih je odobril usmerjevalni odbor. Upoštevajo se računovodski standardi in zakonodaja Češke republike.

3. Direktor CO JRKBO je odgovoren za upoštevanje vseh finančnih načel in postopkov..

4. Finančne transakcije CO JRKBO se zapišejo in se vodijo v valuti države nosilke. Letni prispevki udeležencev se nakažejo v isti valuti na bančni račun CO JRKBO, ki ga določi direktor.

5. Direktor pripravi vsako leto proračun za naslednje proračunsko leto s prikazom ocenjenih izdatkov/prihodkov, ki so nujni za delovanje CO JRKBO. Pred prihajajočim proračunskim letom proračun pregleda in potrdi usmerjevalni odbor.

6. Direktor vsako leto pripravi srednjeročni finančni načrt (MTFP), ki obsega oceno izdatkov/prihodkov za petletno obdobje po naslednjem proračunskem letu. Ta načrt je namenjen načrtovanju, usmerjevalni odbor pa ga obravnava in se z njim seznani.

7. Finančna obveznost udeležencev po tem memorandumu o soglasju je odvisna od odobritve in pridobitve sredstev, skladno z zadevno nacionalno zakonodajo, zakoni, predpisi in postopki.

8. Potem ko usmerjevalni odbor odobri proračun, udeleženci potrdijo svojo odgovornost glede zagotovitve sredstev in pooblastijo direktorja CO JRKBO, naj sredstva porabi za namene in v okvirih odobrenega proračuna.

9. Na podlagi odobrenega proračuna in ob upoštevanju deleža stroškov udeleženca direktor CO JRKBO posreduje poziv za sredstva, ki jih udeleženci vplačajo v 90 dneh po prejemu poziva. Direktor običajno pošlje pozive za sredstva, kot je opredeljeno v finančnih administrativnih postopkih CO JRKBO.

10. Dobroimetje se izravna v ustreznih pozivih za sredstva.

11. Kadar se med proračunskim letom izkaže, da odobrena proračunska sredstva ne bodo zadostovala, direktor predloži dopolnitev proračuna v potrditev usmerjevalnemu odboru.

12. Direktor 31. marca naslednjega leta predloži usmerjevalnemu odboru v odobritev letni računovodski izkaz, vključno s poročilom o izvajanju proračuna.

13. Vsak udeleženec lahko zahteva poročilo o proračunu, kadar koli se mu to zdi nujno. Poročilo pripravi direktor v 30 dneh po prejemu zahteve.

14. Revizija proračuna poteka po usmeritvah usmerjevalnega odbora.

15. Ne glede na revizije, izvedene skladno s štirinajstim odstavkom, imajo nacionalni revizijski organi pravico zahtevati informacije od direktorja in dostop do vseh evidenc ali njihovih kopij, ki so nujne za revidiranje nacionalnih prispevkov.

11. ČLEN

FINANČNE ZADEVE

1. Storitve in produkti, ki so vključeni v program dela in zagotovljeni Natovim subjektom ter udeležencem, so v splošnem brezplačni. Izjeme, nadaljnje podrobnosti in posebne zahteve ali omejitve opredeli in odobri usmerjevalni odbor.

2. Cene za storitve in produkte, zagotovljene partnerjem, opredeli usmerjevalni odbor.

3. Za tečaje, ki jih zagotavlja CO JRKBO, vključno s tečaji, ki jih zagotavlja Natovemu osebju, se lahko zaračunavajo ločene šolnine, plačilo pa se zahteva tudi za konference ali podobne dogodke, ki jih organizira CO JRKBO.

4. Prihodki iz aktivnosti CO JRKBO so zajeti v proračunu in se zapisujejo kot dohodki.

12. ČLEN

ZAHTEVKI

1. Zahtevki, ki izhajajo iz aktivnosti CO JRKBO ali so z njimi povezani, se obravnavajo skladno z VIII. členom Nato SOFA in 6. členom Pariškega protokola, kot je primerno.

2. Drugi zahtevki, ki se lahko pripišejo CO JRKBO, ali deleži iz njih, ki izhajajo izven določb Pariškega protokola, se delijo med udeleženci glede na njihov delež stroškov v času trajanja dogodka.

13. ČLEN

VARNOST

1. Za zunanjo varnost poskrbi država nosilka.

2. Za varnostno upravljanje znotraj zmogljivosti, ki jih uporablja CO JRKBO, vključno z obiski, varnostnimi dovoljenji in informacijsko varnostjo, je odgovoren direktor CO JRKBO, ki ravna skladno z veljavnimi varnostnimi predpisi države nosilke in Nata.

3. Udeleženci morajo brez poseganja v direktorjeve obveznosti, ki so opredeljene v drugem odstavku tega člena, poskrbeti, da njihovo osebje upošteva veljavne varnostne sporazume in dogovore. Prav tako poskrbijo za skladnost z zadevnimi varnostnimi predpisi za vse proizvode ali storitve, ki jih prejmejo ali pridobijo od CO JRKBO.

4. Tajni podatki, ki se hranijo, obravnavajo, pridobivajo, prenašajo ali izmenjujejo kot rezultat izvajanja memoranduma o soglasju, se obravnavajo skladno s C-M (2002) 49 – Varnost v Organizaciji Severnoatlantske pogodbe, z dne 17. junija 2002, ustrezne odobrene izdaje, vključno z vsemi dodatki in spremembami ter veljavnimi mednarodnimi sporazumi in dogovori.

5. Podatki brez stopnje tajnosti, ki se hranijo, obravnavajo, pridobivajo, prenašajo ali izmenjujejo kot rezultat izvajanja memoranduma o soglasju, se obravnavajo skladno s C-M (2002) 60 – Upravljanje s podatki brez stopnje tajnosti, z dne 24. junija 2002, ustrezne odobrene izdaje, vključno z vsemi dodatki in spremembami ter veljavnimi varnostnimi sporazumi in dogovori.

6. Ob prenehanju veljavnosti memoranduma o soglasju ali odstopa od njega morajo udeleženci poskrbeti, da ostanejo določbe o varnosti, razkritju podatkov in zaupnosti veljavna.

14. ČLEN

PRAVNI VIDIKI

1. Ne glede na obveznosti iz Severnoatlantske pogodbe, sporazuma Nato SOFA in Pariškega protokola udeleženci na podlagi tega memoranduma ne nameravajo ustvarjati nikakršnih pravic ali obveznosti po mednarodnem pravu.

2. Udeleženci ne nameravajo povzročiti kolizije med memorandumom o soglasju in veljavnim nacionalnim ali mednarodnim pravom. Kadar se kljub vsemu zgodi konflikt, prevlada nad memorandumom o soglasju nacionalna zakonodaja ali mednarodno pravo. Udeleženec, katerega pravice ali obveznosti so prizadete po nacionalnem ali mednarodnem pravu, mora o tem pisno obvestiti preostale udeležence.

3. Intelektualno lastnino, ki jo ustvari CO JRKBO, poseduje in upravlja CO JRKBO, razen če usmerjevalni odbor drugače odloči, zmeraj skladno z nacionalnim in mednarodnim pravom.

15. ČLEN

PRISTOP NOVIH UDELEŽENCEV

1. Pristop katerega koli novega udeleženca k memorandumu o soglasju in morebitnemu veljavnemu dogovoru med sedanjimi udeleženci in partnerji poteka na podlagi Note o pristopu, katere primer je predstavljen v Prilogi F. Noto podpišejo novi in sedanji udeleženci.

2. Poleg prispevka pri delitvi stroškov pred podpisom Note o pristopu se določi začetni prispevek prihodnjega udeleženca, da se izravna preostala vrednost morebitnih predhodnih investicij. To se tudi opredeli v Noti o pristopu.

3. Če v Noti o pristopu ni določeno drugače, začne ta veljati z dnem zadnjega podpisa.

4. Nota o pristopu velja za udeleženca samo, kadar ta podpiše še Noto o pristopu za Funkcionalni memorandum o soglasju CO JRKBO.

16. ČLEN

ODSTOP UDELEŽENCEV

1. Kateri koli udeleženec lahko na podlagi pisnega obvestila, ki ga dvanajst mesecev vnaprej posreduje vsem preostalim udeležencem, odstopi od memoranduma o soglasju. Udeleženec mora o svojem odstopu pisno obvesti še direktorja in predsedujočega usmerjevalnega odbora. Država nosilka v pisni obliki pravočasno obvesti Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT).

2. Vsi preostali udeleženci bi morali ob odstopu udeleženca pregledati nedokončane projekte, saj lahko tako sprejmejo odločitev o njihovem nadaljevanju, preklicu ali omejitvi obsega. Preostali udeleženci bi si morali prizadevati za čim hitrejše zmanjšanje operativnih stroškov, da bi se lahko čim hitreje prilagodili novim razmeram. Ker se program dela določi za leto dni vnaprej, mora biti zaključek vseh projektov v nekem obdobju omogočen v prehodnem času.

3. Kadar udeleženec od memoranduma o soglasju odstopi, mora še naprej zagotavljati ves delež finančnega prispevka v CO JRKBO do konca proračunskega leta, v katerem se konča tudi obdobje odstopa, in odgovarjati za svoje neporavnane obveznosti, ki izhajajo iz obdobja udeležbe.

4. Odstop udeleženca tega memoranduma o soglasju od Funkcionalnega memoranduma o soglasju CO JRKBO brez dodatnega obvestila pomeni tudi odstop od tega memoranduma o soglasju.

5. Če udeleženec več kot leto dni ne zmore izpolniti svojih obveznosti glede zagotovitve delovne sile ali finančnih sredstev, se njegove glasovalne pravice v usmerjevalnem odboru samodejno začasno prekličejo, dokler člani usmerjevalnega odbora z glasovalno pravico ne potrdijo, da so izpolnjene zadevne obveznosti. Kadar tak udeleženec ne izpolni svojih obveznosti več kot dve leti, se to šteje, kot da je odstopil od memoranduma o soglasju.

6. Vsak udeleženec z izjemo države nosilke se lahko odloči, da bo v določenem proračunskem letu začasno prekinil svoje prispevke znotraj memoranduma o soglasju. Začasna prekinitev začne veljati 1. januarja, zanjo pa je treba vsaj pol leta prej posredovati pisno obvestilo drugim udeležencem. Obvestilo mora vključevati podatke o obdobju trajanja prekinitve. Kadar udeleženec začasno prekine svojo udeležbo, se začasno prekinejo njegove obveznosti in pravice, vključno z zagotavljanjem kadra in finančnih sredstev, ter tudi glasovalne pravice v usmerjevalnem odboru. Ob tem se določba o samodejnem odstopu v petem odstavku tega člena ne uporabi. Po obvestilu o nameravani začasni prekinitvi zadevni udeleženec razume, da lahko predstavniki drugih udeležencev v usmerjevalnem odboru delovna mesta dodelijo kateremu koli drugemu udeležencu ali pa priporočijo dodelitev takih delovnih mest drugim udeležence. Udeleženci lahko kadar koli končajo svojo prostovoljno začasno prekinitev, tako da pisno obvestijo vse preostale udeležence in po potrebi zaprosijo usmerjevalni odbor za dovoljenje glede dodelitve delovnih mest.

17. ČLEN

REŠEVANJE SPOROV

1. Spori v povezavi z razlago ali izvajanjem memoranduma o soglasju se rešujejo le na podlagi posvetovanj med vpletenimi udeleženci.

2. Spori se rešujejo v delovnem jeziku CO JRKBO.

18. ČLEN

SPREMEMBE IN SEZNAM SPREMEMB

1. Vsak udeleženec lahko predlaga spremembe memoranduma o soglasju. Kot skrbnik memoranduma je za vodenje procesa spreminjanja odgovorna država nosilka.

2. Z izjemo Priloge G se memorandum o soglasju in njegove priloge lahko pregledajo le na podlagi vzajemnega pisnega soglasja vseh udeležencev. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) mora biti v pisni obliki obveščeno o kakršnem koli pregledu memoranduma o soglasju, njegovih prilog in nadaljnjih dogovorov.

3. Vsaka sprememba memoranduma o soglasju se kronološko zapiše v seznamu sprememb, dodanem v Prilogi G. Seznam sprememb posodablja država nosilka kot skrbnik memoranduma o soglasju in ga ob vsaki spremembi pošlje udeležencem, Poveljstvu vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) in CO JRKBO.

19. ČLEN

PRENEHANJE VELJAVNOSTI

1. Memorandum o soglasju preneha veljati ob:

a. pisni odločitvi vseh udeležencev,

b. umiku države nosilke ali

c. prenehanju veljavnosti Funkcionalnega memoranduma o soglasju CO JRKBO.

2. Ob prenehanju veljavnosti memoranduma o soglasju se preostala vrednost opreme in drugega investicijskega blaga, ki so ju skupno financirali udeleženci, porazdeli med njimi, skladno z odločitvijo usmerjevalnega odbora, ki temelji na načelu, določenem v 9. členu Pariškega protokola.

3. Kadar memorandum o soglasju preneha veljati ali če udeleženec posreduje uradno obvestilo o svojem odstopu od memoranduma o soglasju, določbe memoranduma o soglasju veljajo še naprej, dokler niso rešene vse nedokončane zadeve, vključno s financami in varovanjem.

20. ČLEN

ZAČETEK VELJAVNOSTI

1. Memorandum o soglasju začne veljati na dan zadnjega podpisa, razen če ni drugače določeno. Ob uveljavitvi memoranduma o soglasju preneha veljati memorandum o soglasju z dne 26. oktobra 2006.

2. Memorandum o soglasju velja za udeleženca samo, če ta podpiše tudi Funkcionalni memorandum o soglasju CO JRKBO.

21. ČLEN

KONČNE DOLOČBE

1. Memorandum o soglasju, imenovan tudi Operativni memorandum o soglasju CO JRKBO, je sestavljen iz 21 členov in sedmih prilog. Priloge so sestavni del tega memoranduma.

2. Sklicevanje na dokumente Natovih politik vključuje vsa morebitna dopolnila ali, glede na posamezni primer, dokumente o politikah, ki jih lahko nadomeščajo.

Memorandum o soglasju je podpisan v enem izvirniku v angleškem in francoskem jeziku, pri čemer sta obe kopiji enakovredni. Izvirnik tega memoranduma o soglasju se hrani pri državi nosilki, ki posreduje overjene kopije vsem udeležencem, Poveljstvu vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) in CO JRKBO.

NAVEDENO PREDSTAVLJA SOGLASJE, DOSEŽENO MED UDELEŽENCI.

PRILOGA A k Operativnemu memorandumu CO JRKBO

Preglednica udeležencev

|  |  |  |
| --- | --- | --- |
| Udeleženci | Število dodeljenih delovnih mest glede na delitev stroškov | Najpomembnejše pripombe |
| Češka republika | 36 |  |
| Nemčija | 3 |  |
| Francija | 1 |  |
| Grčija | 1 |  |
| Velika Britanija | 1 |  |
| Madžarska | 1 |  |
| Italija | 1 |  |
| Poljska | 2 |  |
| Romunija | 1 |  |
| Slovaška  | 1 |  |
| Slovenija | 1 |  |
| ZDA | 1 |  |
| Skupno število dodeljenih delovnih mest glede na delitev stroškov | 50 |  |

Priloga B k Operativnemu memorandumu o soglasju CO JRKBO

Naloge in pristojnosti usmerjevalnega odbora Centra odličnosti za JRKB-obrambo

1. V okviru memoranduma o soglasju je usmerjevalni odbor odgovoren za smernice in nadzor vseh dejavnosti CO JRKBO ter njihovo upravljanje ob upoštevanju interesov udeležencev glede vseh zadev, povezanih s CO JRKBO.

2. Obveznosti in naloge usmerjevalnega odbora med drugim vključujejo:

a. oblikovanje dolgoročne strateške perspektive in pregled ter odobritev razvojnega in izvedbenega načrta za CO JRKBO;

b. nadzor nad izvajanjem poslanstva in nalog CO JRKBO, vključno s financiranjem, upravljanjem in kadrovsko sestavo;

c. odobritev proračuna in programa dela za naslednje proračunsko leto;

d. odobritev finančnih administrativnih postopkov in smernic za delovanje CO JRKBO;

e. potrditev letnih računovodskih izkazov;

f. pregled in evidentiranje srednjeročnega finančnega načrta ter potrditev direktorjevega poročila o proračunu;

g. obravnavo in odobritev zahtev zunaj ciklusa za program dela in za morebitne proračunske spremembe;

h. usmerjanje revizijskih funkcij in preučevanje revizijskih poročil;

i. predstavljanje priporočil glede pogojev sodelovanja partnerjev v aktivnostih CO JRKBO in spodbujanje ustreznih dogovorov;

j. odobritev opisov delovnih mest za osebje CO JRKBO;

k. obravnavanje in odobritev drugih glavnih zadev, povezanih z osebjem in administracijo;

l. odobritev, pregled in spremembe koncepta CO JRKBO;

m. predlaganje sprememb memoranduma o soglasju in njegovih prilog udeležencem čez državo nosilko;

n. zagotavljanje skladnosti postopkov v direktorjevem poročilu s petim odstavkom 16. člena in ugotavljanje, ali so izpolnjene obveznosti udeleženca;

o. vzpostavitev začasnih ali stalnih pomožnih teles (npr. višje skupine za načrtovanje virov), ki odgovarjajo usmerjevalnemu odboru in zagotavljajo ustrezen obseg pooblastil ter

p. zagotavljanje usmeritev o aktivnostih sodelovanja direktorju.

3. Usmerjevalni odbor ima pravico, da:

a. zadolži direktorja,

b. čez direktorja CO JRKBO pridobi pomoč,

c. posebne naloge posreduje pomožnim telesom, ki so bila oblikovana skladno s točko n. v drugem odstavku.

4. Usmerjevalni odbor se sestane vsaj enkrat na leto. Usmerjevalni odbor določi pogostost, kraj in trajanje sestankov. Član osebja CO JRKBO lahko sprejme vlogo tajnika usmerjevalnega odbora in tako pomaga predsedujočemu usmerjevalnega odbora.

5. Predsedujoči usmerjevalnega odbora mora pripravljati sestanke, vključno s pravočasnim pošiljanjem vabil in dnevnega reda s primerno spremljevalno dokumentacijo. Dnevni red sestankov usmerjevalnega odbora se oblikuje vnaprej in se pošlje z vsemi spremljevalnimi dokumenti najmanj 30 dni pred vsakim sestankom. Potrjeni zapisniki se posredujejo članom usmerjevalnega odbora. Ob koncu vsakega sestanka se razdeli seznam sklepov.

6. Odločitve usmerjevalnega odbora se ne sprejemajo po tihem postopku. Kadar se sprejemajo z drugimi sredstvi komunikacije in ne na sestanku, morajo biti zapisane.

7. Vsak udeleženec lahko priskrbi katerega koli drugega strokovnjaka kot svetovalca v podporo svojega predstavnika v usmerjevalnem odboru in v podporo predstavnika v pomožnem telesu.

8. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) lahko brez glasovalnih pravic sodeluje na ustreznih srečanjih usmerjevalnega odbora. Pri tem usmerjevalnemu odboru svetuje glede zahtev in prednostnih nalog Natovih subjektov. Vsi drugi subjekti so vabljeni ob odobritvi usmerjevalnega odbora.

9. Predsedovanje usmerjevalnega odbora vodi uradna oseba države nosilke.

10. Predsednik usmerjevalnega odbora:

a. je odgovoren za vodenje sestankov usmerjevalnega odbora;

b. nadzoruje uresničevanje sklepov, sprejetih v usmerjevalnem odboru;

c. po potrebi skrbi za sprejemanje odločitev med sestanki usmerjevalnega odbora;

d. v zadevah, povezanih z memorandumom o soglasju, vzdržuje zvezo med direktorjem CO JRKBO in udeleženci ter Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT);

e. mora poleg odobrenega programa dela zahteve zunaj ciklusa za program dela obravnavati kot ustrezne in nujne, kadar te zahteve ne presegajo odobrenega proračuna,

f. zastopa usmerjevalni odbor v zunanjih odnosih na podlagi jasne zadolžitve usmerjevalnega odbora.

Priloga C k Operativnemu memorandumu o soglasju CO JRKBO

Obseg pooblastil direktorja centra odličnosti za JRKB-obrambo

1. Direktor odgovarja usmerjevalnemu odboru CO JRKBO, ki mu daje naloge.

2. Direktor je odgovoren za:

a. celotno sprotno vodenje CO JRKBO;

b. vodenje (razen disciplinskih zadev) v CO JRKBO v povezavi s kadri;

c. poročanje in posredovanje informacij usmerjevalnemu odboru o zadevah, ki zahtevajo pozornost usmerjevalnega odbora ali se izvajajo na njegovo zahtevo;

d. izvajanje programa dela in proračuna;

e. pripravljanje in posredovanje osnutkov proračuna in programa dela ter srednjeročnega finančnega načrta za naslednjih pet let;

f. posredovanje letnega računovodskega izkaza v usmerjevalni odbor za predhodno proračunsko leto;

g. odobritev obveznosti za namene in v okvirih odobrenega proračuna;

h. obravnavanje zahtev Poveljstva vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), udeležencev in partnerjev v povezavi s programom dela;

1. posredovanje dodatnih zahtev, ki so zunaj ciklusa za program dela, in posledičnih proračunskih sprememb usmerjevalnemu odboru v obravnavo in odobritev;
2. stalno usklajevanje s Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) glede programa dela, vključno s posredovanjem rednih poročil v Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT);
3. oblikovanje delovnih skupin za učinkovito izvajanje programa dela in optimiziranje izvajanja drugih nalog CO JRKBO in
4. zagotovitev notranje varnosti CO JRKBO kot varnostnega organa za CO JRKBO v vlogi Natovega vojaškega organa.

3. Direktor je pooblaščen za:

a. vključitev Poveljstva vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) v razvoj in izvajanje programa dela in, v sodelovanju s Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), za vzpostavitev medsebojnih odnosov in dvostranskih funkcionalnih dogovorov;

b. posvetovanje z Natom, nacionalnimi organi in drugimi ustreznimi organizacijami, da se omogoči izpolnitev njegovega poslanstva;

c. oblikovanje priporočil za Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) ali na zahtevo za druge Natove subjekte o JRKB-zadevah;

d. sodelovanje pri sklepanju dogovorov o sodelovanju, skladno z ustreznim navodilom usmerjevalnega odbora;

e. sklepanje pogodbe za CO JRKBO na podlagi odobrenega proračuna in finančnih administrativnih postopkov;

f. predlaganje dodatnih sestankov usmerjevalnega odbora;

g. začasno (za največ 180 koledarskih dni) prerazporeditev osebja na drugo delovno mesto v CO JRKBO pod pogojem, da je o tem obveščen usmerjevalni odbor in da zadevni udeleženec v usmerjevalnem odboru temu ne nasprotuje.

4. Direktor lahko svoje naloge popolnoma ali delno pisno prenese na namestnika direktorja, ki ima ustrezne čin in pooblastila.

Priloga D k Operativnemu memorandumu o soglasju CO JRKBO

Deljeni stroški

Udeleženci krijejo stroške glede na formulo o delitvi stroškov, opredeljeno v 9. členu, in sicer za storitve, produkte in oskrbo, ki so nujni za delovanje CO JRKBO, kot je navedeno v nadaljevanju.

1. Administrativni stroški:

a. stroški za komunikacije,

b. uradne bančne storitve,

c. poštnina,

d. gostinski stroški,

e. oskrba z nafto, oljem in mazivom,

f. kopiranje in tiskanje,

g. administrativni prevozni stroški,

h. oprema in arhivi.

2. Objekti in storitve CO JRKBO:

a. manjša vzdrževalna dela v pisarnah in drugih prostorih,

b. manjša vzdrževalna dela v objektu CO JRKBO,

c. uporaba/najem konferenčnih prostorov in učilnic zunaj prostorov CO JRKBO.

3. Potni stroški:

a. potni stroški v povezavi s programom dela (transportni stroški),

b. izobraževanje in usposabljanje v povezavi s programom dela (transportni stroški, kotizacije za tečaje in seminarje),

c. kotizacije za konference v povezavi s programom dela.

4. Posebni projekti, povezani s programom dela:

a. informacijska tehnologija,

b. komunikacijska tehnologija,

c. vzdrževanje in razvoj programske ter strojne opreme, ki je v lasti CO JRKBO,

d. stroški objave produktov CO JRKBO,

e. oprema, notranja oprema, zaloge in vzdrževanje.

5. Stroški KIS (vključno z vzdrževanjem in zamenjavo, pri tem niso vključeni nacionalni sistemi):

a. infrastruktura KIS,

b. programska in strojna oprema KIS,

c. oprema in popravila KIS,

d. najem opreme KIS,

e. razvoj KIS.

6. Zahtevki, ki jih je mogoče pripisati CO JRKBO, kot je opredeljeno v drugem odstavku 12. člena.

Priloga E k Operativnemu memorandumu o soglasju CO JRKBO

Podpora države nosilke

1. Pisarne CO JRKBO

Država nosilka zagotovi ob upoštevanju lokalnih okoliščin, zmogljivosti in zahtev objekte brezplačno. Češka republika kot država nosilka uporablja proračun države nosilke za financiranje strukturnega vzdrževanja, čiščenja, ogrevanja, osvetljave in varovanja objekta CO JRKBO.

2. Menza in rekreacijski objekti

Država nosilka zagotavlja dostop do:

a. razpoložljivih objektov za prehrano, ki jih lahko uporablja osebje CO JRKBO;

b. ustreznih rekreativnih športnih objektov na temelju prostorske razpoložljivosti, ki jih lahko uporabljajo osebje CO JRKBO in njihovi družinski člani. Plačila za uporabo objektov so enaka plačilom za osebje države nosilke in so obveznost vsakega vključenega posameznika. Objekti so predvsem rekreacijske površine in telovadnice v bazi;

c. razpoložljivih klubov, ki jih lahko uporabljajo osebje CO JRKBO in njihovi družinski člani, kot je primerno njihovemu položaju;

d. razpoložljivih vojaških objektov za dobro počutje za osebje CO JRKBO in njihove družinske člane, ki jih zagotovi pod enakimi pogoji kot za svoje osebje.

3. Osebna podpora

Država nosilka zagotavlja skladno s svojimi razpoložljivimi sredstvi ustrezno osebno pravno in administrativno podporo osebju CO JRKBO in njihovim družinskim članom, ki ne pripadajo državi nosilki.

4. Namestitev

Država nosilka pomaga osebju CO JRKBO, ki ne pripada državi nosilki, pri ureditvi ustrezne nastanitve.

5. Zdravstvena in zobozdravstvena oskrba

Država nosilka zagotavlja znotraj svojih razpoložljivih sredstev mednarodnemu osebju, ki je zaposleno v CO JRKBO, in njihovim družinskim članom zdravstveno ter zobozdravstveno podporo, skladno z Nato SOFA in vsemi ustreznimi zdravstvenimi ter zobozdravstvenimi dogovori.

Priloga F k Operativnemu memorandumu o soglasju CO JRKBO

Vzorec Note o pristopu

NOTA O PRISTOPU

ZA (poimenovanje nacionalnega organa), (ime pristopne države)

ZA SODELOVANJE PRI

MEMORANDUMU O SOGLASJU

MED

(imena udeležencev po abecednem vrstnem redu)

…

IN

(ime zadnjega udeleženca po abecednem vrstnem redu)

O

USTANOVITVI, UPRAVLJANJU IN DELOVANJU

CENTRA ODLIČNOSTI ZA SKUPNO KEMIČNO, BIOLOŠKO, RADIOLOŠKO IN JEDRSKO OBRAMBO

(Poimenovanje nacionalnega organa), (ime pristopne države)

SE PO ODLOČITVI, da razširi svoje sodelovanje v Natovih dejavnostih za preoblikovanje na področju **JRKB-obrambe**,

Z ŽELJO, da se pridruži sedanjim udeležencem CO JRKBO in zagotovi osebje za delovna mesta:

(opis delovnih mest) z dnem (pričakovani datum imenovanja),

ODLOČI, da bo sodelovala (datum začetka veljavnosti pristopa) pri Memorandumu o soglasju med (imena udeležencev Operativnega memoranduma o soglasju CO) o ustanovitvi, upravljanju in delovanju CO JRKBO, ki je začel veljati xxxxxxxxxxxxxxxxx, kot je bilo spremenjeno,

OBVEZUJE, da bo prispevala svoj delež v letni proračun, ki se začne izvajati v proračunskem letu (leto), (možnost: in se tudi obveže, da bo prispevala znesek, natančen znesek z besedo in številko) za izravnavo preostale vrednosti predhodnih naložb v osnovna sredstva, skladno z 2. odstavkom 15. člena Operativnega memoranduma o soglasju CO JRKBO,

SOGLAŠA, da bo spoštovala vse nadaljnje sporazume in dogovore o Operativnem memorandumu o soglasju CO JRKBO, sklenjene do datuma začetka veljavnosti te Note o pristopu, in sicer:

* (seznam nadaljnjih sporazumov in dogovorov).

Za (poimenovanje nacionalnega organa) oziroma (ime pristopne države)

Podpis

Ime in priimek

Dolžnost

Kraj/datum

Stran 2/(skupno število strani)

(Imena udeležencev pri Operativnem memorandumu CO) kot udeleženci Operativnega memoranduma o soglasju CO JRKBO:

POZDRAVLJAJO izraženo zavezo (ime nacionalnega organa), (ime pristopne države),

PODPIRAJO (ime nacionalnega organa), (ime pristopne države), ki pristopa kot udeleženec Operativnega memoranduma o soglasju CO JRKBO po pogojih, navedenih v tej Noti o pristopu,

POTRJUJEJO, da Nota o pristopu dopolnjuje Operativni memorandum o soglasju CO JRKBO.

Nota o pristopu velja samo, kadar novi udeleženec podpiše tudi Noto o pristopu k Funkcionalnemu memorandumu o soglasju CO JRKBO.

Nota o pristopu je podpisana v enem izvirniku v angleškem in francoskem jeziku, pri čemer sta obe kopiji enakovredni. Predstavlja spremembo Operativnega memoranduma o soglasju CO JRKBO in se zato ustrezno zapiše v Seznam sprememb Operativnega memoranduma o soglasju CO JRKBO.

Izvirni dokument hrani Ministrstvo za obrambo Češke republike, ki priskrbi overjene izvode vsem udeležencem Operativnega memoranduma o soglasju CO JRKBO, pristopni državi, CO JRKBO in Poveljstvu vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT).

Za (prvi udeleženec, v abecednem vrstnem redu)

Podpis

Ime in priimek

Dolžnost

Kraj/datum

(itn.)

Stran 3/(skupno število strani)

Priloga G k Operativnemu memorandumu o soglasju CO JRKBO

SEZNAM SPREMEMB

|  |  |  |  |
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| DATUM SPREMEMBE | OPIS SPREMEMBE | DOKUMENT ALI ODLOČITEV KOT PODLAGA ZA SPREMEMBO | OPOMBE, DATUM RAZGLASITVE, IME, DOLŽNOST IN PODPIS ORGANA RAZGLASITVE |
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Stran 1/(skupno število strani)

**MEMORANDUM O SOGLASJU**

**MED**

**MINISTRSTVOM ZA OBRAMBO**

**ČEŠKE REPUBLIKE,**

**MINISTROM ZA OBRAMBO**

**FRANCOSKE REPUBLIKE,**

**ZVEZNIM MINISTRSTVOM ZA OBRAMBO**

**ZVEZNE REPUBLIKE NEMČIJE,**

**MINISTRSTVOM ZA NACIONALNO OBRAMBO**

**HELENSKE REPUBLIKE,**

**MINISTRSTVOM ZA OBRAMBO**

**MADŽARSKE,**

**MINISTRSTVOM ZA OBRAMBO**

**ITALIJANSKE REPUBLIKE,**

**MINISTROM ZA NACIONALNO OBRAMBO**

**REPUBLIKE POLJSKE,**

**MINISTRSTVOM ZA NACIONALNO OBRAMBO**

**ROMUNIJE,**

**MINISTRSTVOM ZA OBRAMBO**

**SLOVAŠKE REPUBLIKE,**

**MINISTRSTVOM ZA OBRAMBO**

**REPUBLIKE SLOVENIJE,**

**MINISTRSTVOM ZA OBRAMBO**

**ZDRUŽENEGA KRALJESTVA**

**VELIKA BRITANIJA IN SEVERNA IRSKA**

**IN**

**MINISTRSTVOM ZA OBRAMBO**

**ZDRUŽENIH DRŽAV AMERIKE**

**TER**

**POVELJSTVOM VRHOVNEGA ZAVEZNIŠKEGA POVELJNIKA ZA PREOBLIKOVANJE**

**O**

**FUNKCIONALNEM RAZMERJU GLEDE**

**CENTRA ODLIČNOSTI ZA SKUPNO KEMIČNO, BIOLOŠKO, RADIOLOŠKO IN JEDRSKO OBRAMBO**

**KAZALO**

**Uvod**

1. člen: Opredelitve pojmov

2. člen: Namen

3. člen: Vloga CO JRKBO

4. člen: Splošno

5. člen: Obveznosti CO JRKBO

6. člen: Obveznosti HQ SACT

7. člen: Usklajevanje

8. člen: Pravni vidiki

9. člen: Finančne zadeve

10. člen: Varnost in zaupnost

11. člen: Reševanje sporov

12. člen: Spremembe in seznam sprememb

13. člen: Dodatna udeležba in odstop

14. člen: Končne določbe

**Priloge:**

Priloga A: Primer Note o pristopu

Priloga B: Seznam sprememb

**UVOD**

Ministrstvo za obrambo Češke republike, minister za obrambo Francoske republike, Zvezno ministrstvo za obrambo Zvezne republike Nemčije, Ministrstvo za nacionalno obrambo Helenske republike, Ministrstvo za obrambo Madžarske, Ministrstvo za obrambo Italijanske republike, minister za nacionalno obrambo Republike Poljske, Ministrstvo za nacionalno obrambo Romunije, Ministrstvo za obrambo Slovaške republike, Ministrstvo za obrambo Republike Slovenije, Ministrstvo za obrambo Združenega kraljestva Velika Britanija in Severna Irska ter Ministrstvo za obrambo Združenih držav Amerike

in Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT),

v nadaljevanju poimenovani skupno kot »udeleženci«, so:

V ŽELJI po nadaljnjem razvoju svojega sodelovanja v okviru Severnoatlantske pogodbe, podpisane 4. aprila 1949;

OB UPOŠTEVANJU, da skladno z MC 324/3 (končna različica) – Natova poveljniška struktura (NCS), z dne 30. januarja 2013, in MCM-236-03 – Koncept vojaškega odbora za centre odličnosti, z dne 4. decembra 2003, sistem poveljevanja (NCA) Organizacije Severnoatlantske pogodbe (Nato) podpira mreža centrov odličnosti, ki omogočajo priložnosti za boljše izobraževanje in usposabljanje, večjo povezljivost in ustreznejše zmogljivosti, pomoč pri razvoju doktrin ter testiranje in vrednotenje konceptov na podlagi eksperimentiranja;

OB UPOŠTEVANJU, da je Vrhovni zavezniški poveljnik za preoblikovanje (SACT), skladno z MC 58/3 – Obseg pooblastil Vrhovnega zavezniškega poveljnika za preoblikovanje, z dne 17. maja 2004, popolnoma odgovoren za usklajevanje in uporabo CO znotraj Nata;

OB UPOŠTEVANJU, da je bil z Memorandumom o soglasju o ustanovitvi, upravljanju in delovanju Centra odličnosti za skupno kemično, biološko, radiološko in jedrsko obrambo (Operativni memorandum o soglasju CO JRKBO) z dne 26. oktobra 2006 ustanovljen CO JRKBO kot center odličnosti, ki bo na voljo Natu;

OB UPOŠTEVANJU da morajo, kot je opredeljeno v MCM-236-03, CO bistveno prispevati k izboljšanju Natovih zmogljivosti in biti pomemben člen Natovih prizadevanj na področju preoblikovanja;

OB UPOŠTEVANJU določb Sporazuma med pogodbenicami Severnoatlantske pogodbe glede statusa njihovih sil (Nato SOFA), z dne 19. junija 1951, Protokola o statusu mednarodnih vojaških poveljstev, ustanovljenih v skladu s Severnoatlantsko pogodbo (Pariški protokol), z dne 28. avgusta 1952, Sporazuma med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo pri Partnerstvu za mir, glede statusa njihovih sil (PzM SOFA), z dne 19. junija 1995, Dodatnega protokola k Sporazumu med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo pri Partnerstvu za mir, glede statusa njihovih sil (Dodatni protokol k PzM SOFA), z dne 19. junija 1995, in Nadaljnjega dodatnega protokola k Sporazumu med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo pri Partnerstvu za mir, glede statusa njihovih sil (Nadaljnji dodatni protokol k PzM SOFA), z dne 19. decembra 1997;

OB UPOŠTEVANJU, da vsi udeleženci niso podpisniki Nadaljnjega dodatnega protokola k PzM SOFA;

OB UPOŠTEVANJU, da je Severnoatlantski svet s PO 2007(0072), z dne 30. julija 2007, na podlagi določb MCM-236-03 odobril akreditacijo in aktivacijo CO JRKBO kot Natovega vojaškega organa ter ji na podlagi 14. člena Pariškega protokola podelil mednarodni status;

dosegli dogovor:

**1. ČLEN**

**OPREDELITVE POJMOV**

1. Če pomen ni drugače določen v Memorandumu o soglasju (MOU) ali katerem izmed naslednjih dokumentov, veljajo pomeni iz Natovega Glosarja izrazov in definicij (AAP-6) in Natovega Glosarja kratic in okrajšav, uporabljenih v Natovih dokumentih in publikacijah (AAP-15).

2. Za ta memorandum o soglasju in naslednje dokumente veljajo te opredelitve pojmov:

a. Zavezniško poveljstvo za operacije (Allied Command Operations – ACO), kot je opredeljeno v MC 324/3 (končna različica) – Vrhovno poveljstvo zavezniških sil za Evropo (Supreme Headquarters Allied Powers Europe – SHAPE) in druge organizacije, ki so podrejene vrhovnemu poveljniku zavezniških sil za Evropo (Supreme Allied Commander Europe – SACEUR);

b. Zavezniško poveljstvo za preoblikovanje (Allied Command Transformation (ACT), kot je opredeljeno v MC 324/3 (končna različica) – Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje in druge organizacije, ki so podrejene vrhovnemu zavezniškemu poveljniku za preoblikovanje (Supreme Allied Commander Transformation – SACT);

c. sekundarne informacije – informacije, ki niso pridobljene pri izvajanju tega memoranduma o soglasju;

d. center odličnosti (CO) – kot je opredeljeno v MCM 236-03; center podpira Nato, financira ga ena država ali več držav in ga akreditira Nato;

e. center odličnosti za skupno kemično, biološko, radiološko in jedrsko obrambo (CO JRKBO – CO); udeleženci memoranduma o soglasju ga predstavljajo kot Natov center odličnosti, ki zagotavlja strokovno znanje na področju kemične, biološke, radiološke in jedrske obrambe (JRKBO);

f. mreža CO – mreža centrov odličnosti, ki jo v podporo Natove poveljniške ureditve usklajuje Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT);

g. direktor – oseba, ki vodi CO JRKBO;

h. temeljne informacije – informacije, ki so pridobljene pri izvajanju memoranduma o soglasju;

i. država nosilka – Češka republika, ki jo zastopa Ministrstvo za obrambo Češke republike;

j. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), kot je opredeljeno v MC 324/3 (končna različica) – vrhovno poveljstvo SACT, ki sodeluje s CO JRKBO za Nato in deluje kot koordinator mreže centrov odličnosti in za sodelovanje z vsemi Natovimi subjekti;

k. informacije – vse informacije, ne glede na obliko ali vrsto, vključno z informacijami znanstvene ali tehnične narave ter s fotografijami, vmesnimi in končnimi poročili, priročniki, podatki o grožnjah, eksperimentalnimi podatki, preizkusi, dizajni, posebnostmi, procesi, tehnikami, izumi, risbami, programsko opremo z izvornimi kodami, tehničnimi zapisi, zvočnimi posnetki, slikovnimi in drugimi grafičnimi predstavitvami bodisi na magnetnem traku, v računalniškem spominu ali v kateri koli drugi obliki in ne glede na to, ali so predmet avtorskih in patentnih pravic ali katere koli druge pravne zaščite;

l. Natov sistem poveljevanja (NCA), kot je opredeljeno v MC 324/3 (končna različica) – ukrepi in subjekti, ki podpirajo sistem poveljevanja,;

m. Natova poveljniška struktura (NCS), kot je opredeljeno v MC 324/3 (končna različica) – Natova vojaška organizacija,;

n. Natov vojaški organ (NMB), kot je navedeno v CM(69)22 – mednarodno vojaško poveljstvo ali organizacija po določbah členov 1(b), 1(c) in 14 Pariškega protokola;

o. Natov vojaški odbor (MC), kot je navedeno v MC 57/4 (končna različica) – najvišji Natov vojaški organ;

p. Severnoatlantski svet (NAC) – svet, ustanovljen skladno z 9. členom Severnoatlantske pogodbe;

q. partner – država, organizacija ali agencija, ki sodeluje s CO JRKBO in je lahko:

* + 1. prispevni partner – država, organizacija ali subjekt skladno s sklepi in postopki, dogovorjenimi v Severnoatlantskem svetu (NAC), ki ni podporna država in prispeva v CO JRKBO;
		2. drugi partner – država, organizacija ali subjekt, ki koristi storitve oziroma produkte CO JRKBO ter ni podporna država ali prispevni partner;

r. program dela (POW), kot je opredeljeno v 5. členu Operativnega memoranduma o soglasju CO JRKBO;

s. prošnja za podporo (RFS) – prošnja za podporo, ki jo Nato, država ali drug subjekt naslovi na CO JRKBO;

t. država sponzorka– udeleženec, ki sodeluje pri Operativnem memorandumu o soglasju CO JRKBO;

u. usmerjevalni odbor, kot je opredeljeno v 4. členu in Prilogi B Operativnega memoranduma o soglasju CO JRKBO;

v. vrhovni zavezniški poveljnik za Evropo (SACEUR), kot je opredeljeno v MC 324/3 (končna različica) – poveljnik ACO;

w. vrhovni zavezniški poveljnik za preoblikovanje (SACT), kot je opredeljeno v MC 324/3 (končna različica) – poveljnik ACT.

**2. ČLEN**

**NAMEN**

Namen memoranduma o soglasju je vzpostaviti funkcionalno razmerje med poveljstvom vrhovnega poveljnika za preoblikovanje (HQ SACT) in državami sponzorkami glede CO JRKBO.

**3. ČLEN**

**VLOGA CO JRKBO**

CO JRKBO pomaga Natu, državam sponzorkam in partnerjem s podpiranjem Natovih procesov razvoja zmogljivosti, učinkovitosti nalog in povezljivost z zagotavljanjem celostne in pravočasne podpore na področjih, povezanih z JRKB-obrambo.

**4. ČLEN**

**SPLOŠNO**

1. CO JRKBO zagotavlja prednostno obravnavo za storitve in proizvode, ki jih v Natovem imenu zahteva Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT). CO JRKBO skladno s svojimi zmožnostmi podpira države sponzorke in partnerje pri njihovih prizadevanjih za razvoj sposobnosti na področju JRKB-obrambe. Celotna podpora CO JRKBO je predmet odobritve in dodelitve sredstev usmerjevalnega odbora.

2. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), ki ga določi Nato kot subjekt za usklajevanje Natovih akreditiranih centrov odličnosti in mreže centrov odličnosti, je odgovorno za usklajevanje zahtev Natovih subjektov, ki jih posreduje CO JRKBO ter nadzira njihovo izvajanje.

3. CO JRKBO je del širšega okvira, ki podpira Natov sistem poveljevanja (NCA). CO JRKBO ni del Natove poveljniške strukture, ta memorandum o soglasju pa ne določa poveljevalnega razmerja med Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) in CO JRKBO.

4. Znotraj usklajevanja Poveljstva vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) lahko CO JRKBO vzpostavi ustrezna razmerja z Zavezniškim poveljstvom za operacije (ACO), Zavezniškim poveljstvom za preoblikovanje (ACT) in drugimi Natovimi subjekti.

5. CO JRKBO upošteva Natove predpise in standarde, ki ustrezajo funkcijam CO JRKBO in še posebno veljavnim smernicam ter usmeritvam Poveljstva vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT). Te zagotavljajo učinkovitost in smiselnost celotne mreže centrov odličnosti.

6. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) pripravi oceno CO JRKBO po merilih, določenih v IMSM-0416-04, z dne 11. junija 2004. Skladno s PO 2007(0072), z dne 30. julija 2007, in na podlagi določb MCM-236-3 odobri akreditacijo in aktivacijo CO JRKBO kot Natovega vojaškega organa. Ko je CO JRKBO akreditiran, ga redno nadzira Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT). Tako lahko zagotovi izpolnjevanje meril za akreditacijo. Če CO JRKBO ne izpolnjuje ustreznih meril, predlaga Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) nujne ukrepe za zagotovitev izpolnjevanja meril za akreditacijo. Če center odličnosti še naprej ne izpolnjuje meril za akreditacijo, lahko izgubi svojo akreditacijo.

7. Za dodatne podrobnosti, ki niso navedene v tem memorandumu o soglasju, ali dogovore o posebnih projektih, ki naj bi jih izvajal CO JRKBO, se sklenejo ustrezni dogovori kot nadaljevanje tega memoranduma o soglasju.

**5. ČLEN**

**OBVEZNOSTI CO JRKBO**

1. Direktor je glavni svetovalec pri Poveljstvu vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) glede zagotavljanja strokovnega znanja na področju JRKB-obrambe**.**

2. Dejavnosti CO JRKBO so med drugim osredotočene na ta temeljna področja:

* 1. doktrino in standarde,
	2. izobraževanje in usposabljanje,
	3. analizo in pridobljene izkušnje,

d. razvoj koncepta in eksperimentiranje.

3. CO JRKBO ne sme podvajati prizadevanj drugih centrov odličnosti, temveč se obvezuje, da bo sodeloval s katerim koli drugim centrom odličnosti, ki zagotavlja podporo pri JRKB-obrambi s strokovnim znanjem.

**6. ČLEN**

**OBVEZNOSTI HQ SACT**

Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) v podporo delovanju CO JRKBO kot Natovega centra odličnosti:

a. spodbuja optimalni razvoj in uporabo zmogljivosti CO JRKBO v podporo Natovim ciljem preoblikovanja;

b. zagotavlja ustrezne smernice, saj CO JRKBO omogoča učinkovito izvajanje njegovega poslanstva v podporo preoblikovanju zavezništva;

c. CO JRKBO svetuje o zadevah, povezanih z akreditacijo, izvede občasne preglede CO JRKBO, zato da bi potrdil, da ta dosega merila, ki so nujna za ohranitev akreditacije.

**7. ČLEN**

**USKLAJEVANJE**

1. Usmerjevalni odbor odloča o letnem načrtu dela, v katerem so opredeljeni storitve in produkti, ki jih zagotovi CO JRKBO. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) pripravi za namen oblikovanja načrta dela za direktorja usklajene zahteve v prednostnem vrstnem redu glede storitev in produktov za Natove subjekte, ki jih obravnava usmerjevalni odbor**.**

2. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) je povabljeno, Natovi subjekti pa lahko prejmejo povabilo za sodelovanje, in sicer brez glasovalne pravice na ustreznih sestankih usmerjevalnega odbora CO JRKBO ter znotraj svojega sodelovanja svetujejo usmerjevalnemu odboru CO JRKBO o Natovih zahtevah in prednostnih nalogah. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) prejme zapisnik sestankov usmerjevalnega odbora ne glede na to, ali se teh sestankov udeleži.

3. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) posreduje morebitne zahteve, ki se pojavijo zunaj ciklusa, direktorju, ki jih ustrezno obravnava.

4. Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) in direktor redno usklajujeta izvajanje načrta dela, ob upoštevanju morebitnega učinka dodatnih zahtev zunaj ciklusa, ki jih predložijo podporne države in partnerji. Za lažje usklajevanje pošilja direktor centra odličnosti redna poročila Poveljstvu vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT).

5. Načrt dela ne velja kot vnaprejšnja odobritev Nata ali Poveljstva vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) za storitve in produkte CO JRKBO.

**8. ČLEN**

**PRAVNI VIDIKI**

1. Ne glede na obveznosti iz Severnoatlantske pogodbe, sporazuma Nato SOFA in Pariškega protokola udeleženci na podlagi tega memoranduma ne nameravajo ustvarjati nikakršnih pravic ali obveznosti po mednarodnem pravu.

2. Udeleženci ne nameravajo povzročiti nasprotja med tem memorandumom o soglasju in veljavnim nacionalnim ali mednarodnim pravom. Če nastanejo nasprotja, prevladata nad tem memorandumom nacionalno in mednarodno pravo. Vsak udeleženec, čigar pravice ali obveznosti so bile kršene po nacionalnem ali mednarodnem pravu, pisno obvesti druge udeležence.

3. V povezavi s produkti, ki jih ustvari CO JRKBO na zahtevo Poveljstva vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), podporne države zagotavljajo, glede na omejitve, ki jih postavi lastnik informacije, da bo Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) v korist zavezništva in v okviru svojega poslanstva preoblikovanja Nata pridobilo:

* 1. pravico do uporabe in širjenja vseh osnovnih informacij,
	2. pravico do uporabe in širjenja vseh sekundarnih informacij, nujnih za pravilno rabo nekega produkta.

4. Poveljstvu vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) se ne zaračunava uporaba ali širjenje informacij katere koli vrste. Poveljstvo pri širjenju informacij ne bi smelo ustvarjati dobička. Nadaljnje podrobnosti in posebne zahteve ali omejitve so lahko navedene v ustreznih dogovorih.

5. Produkti in storitve, ki jih zagotavlja ali predlaga CO JRKBO, nikakor ne bodo vključeni v Natove produkte in storitve, če jih ne potrdi Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), SHAPE ali Natovo poveljstvo. Zato produkti in storitve, ki jih Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), poveljstvo Nata ali SHAPE še niso odobrili, vključujejo izjavo o odklonitvi odgovornosti, v kateri je navedeno, da ne predstavljajo Natove politike ali njegovega mnenja, prav tako ga ne vključujejo na kakršen koli način, temveč predstavljajo samo CO JRKBO oziroma svojega avtorja, odvisno od okoliščin. Oblika izjave je odvisna od vrste zadevnega produkta ali storitve. Pripravi se v ustrezni obliki in tako, da se prepreči zmeda pri uporabnikih del, produktov ter storitev CO JRKBO.

6. CO JRKBO, podporne države ali njihovi predstavniki, posredno ali neposredno, ne posredujejo komentarjev, izjav ali obvestil v povezavi s podrobnostmi dela ali storitev, ki so zagotovljene Natu, ali v povezavi z Natovimi dogovori s Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) brez vnaprejšnje uskladitve s Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT). Drugače je, kadar tako zahteva nacionalno ali mednarodno pravo.

**9. ČLEN**

**FINANČNE** **ZADEVE**

1 Kadar mednarodno in nacionalno pravo ter predpisi dopuščajo, država nosilka in podporne države Natu ne zaračunavajo davkov, pristojbin ali podobnih taks za uradne dejavnosti CO JRKBO. Izjeme, dodatne podrobne informacije in podrobne zahteve ali omejitve se lahko določijo v ustreznih sporazumih ali dogovorih.

2. Skladno z Operativnim memorandumom o soglasju CO JRKBO ima podporna država vse finančne obveznosti glede delovanja CO JRKBO.

3. V splošnem so storitve, informacije in produkti, ki so vključeni v načrt dela in zagotovljeni Natovim subjektom, brezplačni. Natovi subjekti ne bi smeli ustvarjati dobička iz dejavnosti. Nadaljnje podrobnosti in posebne zahteve ali omejitve so lahko navedene v ustreznih dogovorih.

4. Za tečaje, ki jih zagotavlja CO JRKBO oziroma jih ta priskrbi, vključno s tečaji, ki jih omogoča Natovemu osebju, se lahko zaračunavajo ločene šolnine. Plačilo se lahko zahteva tudi za konference ali podobne dogodke, ki jih organizira CO JRKBO.

**10. ČLEN**

**VARNOST IN ZAUPNOST**

1. Za zunanjo varnost poskrbi država nosilka.

2. Direktor predstavlja kot vodja Natovega vojaškega organa (NMB) varnostni organ za CO JRKBO.

3. Za varnostno upravljanje znotraj zmogljivosti, ki jih uporablja CO JRKBO, vključno z obiski, varnostnimi dovoljenji in informacijsko varnostjo, je odgovoren direktor CO JRKBO, ki ravna skladno z veljavnimi varnostnimi predpisi podpornih držav in Nata.

4. Brez poseganja v obveznosti direktorja, ki so opredeljene v tretjem odstavku 10. člena, morajo udeleženci poskrbeti, da njihovo osebje upošteva veljavne varnostne sporazume in dogovore. Prav tako poskrbijo za skladnost z zadevnimi varnostnimi predpisi za vse produkte ali storitve, ki jih prejmejo ali pridobijo od CO JRKBO.

5. Tajni podatki, ki se hranijo, obravnavajo, pridobivajo, prenašajo ali izmenjujejo kot rezultat izvajanja memoranduma o soglasju, se obravnavajo skladno s C-M (2002) 49 – Varnost v organizaciji Severnoatlantske pogodbe, z dne 17. junija 2002, ustrezne odobrene izdaje, vključno z dodatki in spremembami ter veljavnimi mednarodnimi sporazumi in dogovori.

6. Podatki brez stopnje tajnosti, ki se hranijo, obravnavajo, pridobivajo, prenašajo ali izmenjujejo kot rezultat izvajanja memoranduma o soglasju, se obravnavajo skladno s C-M (2002) 60 – Upravljanje s podatki brez stopnje tajnosti, z dne 24. junija 2002, ustrezne odobrene izdaje, vključno z dodatki in spremembami ter veljavnimi varnostnimi sporazumi in dogovori.

7. Kadar memorandum o soglasju preneha veljati ali se od njega odstopi, morajo udeleženci poskrbeti, da ostanejo veljavna določila o varnosti, razkritju podatkov in zaupnosti.

8. Skladno z Natovo politiko je treba o vseh incidentih, povezanih z Natovo varnostjo, poročati Natovemu Uradu za varnost (NOS). Natove varnostne preiskave izvajajo Natovi varnostni organi.

9. O incidentih, ki nakazujejo na kakršno koli protiobveščevalno dejavnost proti Natu, se nemudoma poroča Natovemu uradu za varnost (NOS). Natove protiobveščevalne preiskave potekajo skladno z uveljavljenimi Natovimi politikami in postopki.

**11. ČLEN**

**REŠEVANJE SPOROV**

1. Spori v povezavi z razlago ali izvajanjem memoranduma o soglasju se rešujejo le na podlagi posvetovanj med vpletenimi udeleženci.

2. Spori se rešujejo v delovnem jeziku CO JRKBO.

**12. ČLEN**

**SPREMEMBE IN SEZNAM SPREMEMB**

1. Vsak udeleženec lahko predlaga spremembe v memorandumu o soglasju. Proces spreminjanja vodi Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT).

2. Memorandum o soglasju in njegove priloge, razen Priloge B, se lahko spremenijo le na podlagi vzajemnega pisnega soglasja vseh udeležencev.

3. Spremembe memoranduma o soglasju se kronološko zapišejo v seznam sprememb, ki je dodan Prilogi B. Seznam posodablja Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT). Ob vsaki spremembi ga pošlje vsem udeležencem in CO JRKBO.

**13. ČLEN**

**DODATNI UDELEŽENCI IN ODSTOP**

1. Pristop katerega koli novega udeleženca k temu memorandumu o soglasju se izvede na podlagi Note o pristopu, katere vzorec je predstavljen v Prilogi A. Noto podpišejo novi in sedanji udeleženci. Lahko se uporabljajo tudi druge različice Note o pristopu, če so sprejemljive za druge udeležence.

2. Nota o pristopu začne veljati z dnem zadnjega podpisa, kadar ni navedeno drugače. Nota o pristopu velja za pristopnega udeleženca samo, kadar ta podpiše tudi Noto o pristopu za Operativni memorandum o soglasju CO JRKBO.

3. Vsak izmed udeležencev lahko odstopi od tega memoranduma o soglasju, tako da 12 mesecev vnaprej pisno obvesti Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT). Poveljstvo nemudoma obvesti preostale udeležence. Odstop podporne države od Operativnega memoranduma o soglasju CO JRKBO brez nadaljnjega obvestila pomeni odstop od tega memoranduma o soglasju, pri čemer država nosilka poskrbi, da je o tem ustrezno obveščeno Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT).

**14. ČLEN**

**KONČNE DOLOČBE**

1. Memorandum o soglasju začne veljati z dnem zadnjega podpisa. Z uveljavitvijo memoranduma o soglasju bo ta memorandum nadomestil Funkcionalni memorandum o soglasju Nato CO JRKBO, podpisan 26. oktobra 2006.

2. Memorandum o soglasju preneha veljati ob:

* 1. pisni odločitvi vseh udeležencev,
	2. umiku podporne države,
	3. preklicu akreditacije CO JRKBO,
	4. umiku Poveljstva vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT) iz tega memoranduma o soglasju,
	5. prenehanju veljavnosti Operativnega memoranduma CO JRKBO.

3. Kadar memorandum o soglasju preneha veljati ali udeleženec posreduje uradno obvestilo o svojem odstopu od memoranduma o soglasju, morajo določila memoranduma veljati še naprej, dokler niso rešene vse nedokončane zadeve.

4. Za vsak nadaljnji dogovor k temu memorandumu o soglasju veljajo isti pogoji kot za ta memorandum o soglasju, razen če je v dogovoru določeno drugače. Ob prenehanju veljavnosti tega memoranduma o soglasju na isti datum prenehajo veljati vsi njegovi nadaljnji dogovori, razen kadar je drugače odločeno.

5. Memorandum o soglasju se imenuje Funkcionalni memorandum CO JRKBO in je sestavljen iz štirinajstih členov ter dveh prilog. Priloge so sestavni del memoranduma o soglasju.

6. Sklicevanje na dokumente Natovih politik vključuje vsa morebitna dopolnila ali, glede na posamezni primer, dokumente o politikah, ki jih lahko nadomeščajo.

Memorandum o soglasju je podpisan v enem izvirniku v angleškem in francoskem jeziku. Izvirnik dokumenta bo hranilo Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT). Poveljstvo bo hranilo tudi nadaljnje Note o pristopu in morebitne sporazume ali dogovore. Poveljstvo zato priskrbi vsem udeležencem in CO JRKBO overjene izvode memoranduma o soglasju in vse nadaljnje dokumente z navedbo datuma začetka njihove veljavnosti.

**Navedeno predstavlja dogovor, dosežen MED UDELEŽENCI.**

Za **(poimenovanje nacionalnega organa), (poimenovanje sodelujoče države)**

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Podpis

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Ime in priimek

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Dolžnost

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 Kraj/datum

ipd.

Za Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje

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Podpis

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 Ime in priimek

Vrhovni zavezniški poveljnik za preoblikovanje

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Dolžnost

Norfolk, Združene države Amerike,

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Kraj/datum

**Priloga A k Funkcionalnemu memorandumu CO** **JRKBO**

**Vzorec Note o pristopu**

**NOTA O PRISTOPU**

**ZA (poimenovanje nacionalnega organa), (ime pristopne države)**

**ZA SODELOVANJE PRI**

**MEMORANDUMU O SOGLASJU,**

**SKLENJENIM MED**

**(poimenovanja nacionalnih organov sodelujočih držav v abecednem vrstnem redu)**

**…**

**IN**

**POVELJSTVOM VRHOVNEGA ZAVEZNIŠKEGA POVELJNIKA ZA PREOBLIKOVANJE**

**O**

**FUNKCIONALNEM RAZMERJU GLEDE**

**CENTRA ODLIČNOSTI ZA SKUPNO KEMIČNO, BIOLOŠKO, RADIOLOŠKO IN JEDRSKO OBRAMBO**

**(Poimenovanje nacionalnega organa), (ime pristopne države)**

SE PO ODLOČITVI, da razširi svoje sodelovanje v Natovih skupnih naporih za preoblikovanje na področju JRKB-obrambe in

GLEDE NA svoje sodelovanje v CO JRKBO, ki je v nosilni državi Češki republiki, kot je navedeno v Noti o pristopu k Memorandumu o soglasju, sklenjenim med **(poimenovanja udeležencev Operativnega memoranduma o soglasju CO),** o ustanovitvi, upravljanju in delovanju CO JRKBO, ki je bil podpisan **(datum podpisa Operativnega memoranduma CO JRKBO)**;

GLEDE NA **(dodaten razmislek)**;

ODLOČI za sodelovanje pri Memorandumu o soglasju med **(poimenovanja držav, ki sodelujejo pri Funkcionalnem memorandumu CO JRKBO)** in Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje glede funkcionalnega razmerja v CO JRKBO, ki je začel veljati **(datum začetka veljavnosti Funkcionalnega memoranduma o soglasju CO JRKBO)**.

Za **(poimenovanje nacionalnega organa), (ime pristopne države)**

Podpis

 Ime in priimek

Dolžnost

Kraj/datum

Stran 2/**(skupno število strani)**

**(Imena udeležencev Funkcionalnega memoranduma o soglasju CO JRKBO, razen HQ SACT)** in Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje kot udeleženci Funkcionalnega memoranduma o soglasju CO JRKBO

POZDRAVLJAJO izraženo zavezo **(poimenovanje nacionalnega organa]),** **(ime pristopne države)**;

SOGLAŠAJO s **(poimenovanje nacionalnega organa),** **(ime pristopne države)**, ki pristopa kot udeleženec Funkcionalnega memoranduma o soglasju CO JRKBO po pogojih, navedenih v tej Noti o pristopu.

Nota o pristopu začne veljati z datumom zadnjega podpisa, ki je priložen Noti ali Noti o pristopu za **(poimenovanje nacionalnega organa), (ime pristopne države) glede sodelovanja v Operativnem memorandumu o soglasju CO JRKBO.**

Nota o pristopu je podpisana v enem izvirniku v angleškem in francoskem jeziku, pri čemer sta obe kopiji enakovredni. Izvirni dokument hrani Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje (HQ SACT), ki priskrbi overjene izvode vsem udeležencem Funkcionalnega memoranduma o soglasju CO JRKBO, CO JRKBO in pristopni državi. Ta pristop se ustrezno zapiše v seznamu sprememb Funkcionalnega memoranduma o soglasju CO JRKBO.

Za **(poimenovanje nacionalnega organa),** **(ime prve sodelujoče države, druge sledijo po abecednem vrstnem redu)**

Podpis

Ime in priimek

Dolžnost

Kraj/datum

**(itn.)**

Stran 3/**(skupno število strani)**

Za Poveljstvo vrhovnega zavezniškega poveljnika za preoblikovanje

Podpis

Ime in priimek

Vrhovni zavezniški poveljnik za preoblikovanje

Dolžnost

Norfolk, Združene države Amerike,

Kraj/datum

**Priloga B k Funkcionalnemu memorandumu o soglasju CO** **JRKBO**

**SEZNAM SPREMEMB**

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| **DATUM SPREMEMBE** | **OPIS SPREMEMBE** | **DOKUMENT ALI ODLOČITEV KOT PODLAGA ZA SPREMEMBO** | **OPOMBE, DATUM RAZGLASITVE, IME, DOLŽNOST IN PODPIS ORGANA RAZGLASITVE** |
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Stran 1/**(skupno število strani)**