**TECHNICAL ARRANGEMENT**

BETWEEN

**THE MINISTRY OF DEFENCE OF HUNGARY**

represented by

**THE HEAD OF HDF COMMAND, OPERATION DIRECTORATE**

**THE MINISTRY OF DEFENCE OF THE**

**ITALIAN REPUBLIC**

represented by

**THE CHIEF OF THE ITALIAN DEFENCE GENERAL STAFF**

**PLANS AND POLICY DEPARTMENT**

**ARMS CONTROL VERIFICATION AND COUNTERPROLIFERATION OFFICE**

AND

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

represented by

**THE VERIFICATION CENTRE OF SLOVENIAN ARMED FORCES**

ON

**SHARING THE EXECUTION OF ONE OBSERVATION FLIGHT**

**IN YEAR 2019**

1. PREAMBLE

In accordance with Treaty on Open Skies, signed March 24, 1992 in Helsinki (OST), the Ministry of Defence of Hungary (HU), the Ministry of Defence of the Italian Republic (IT) and the Ministry of Defence of the Republic of Slovenia (SI) plan to carry out one shared operational Open Skies observation flight over Ukraine (UA) in 2019 and agree upon the following:

* dates for each mission will be agreed upon by consensus;
* should the operational mission over UA be cancelled 15 days prior to the beginning of the activities or absence of available weekly-slot, the sharing nations reserve the right to execute one observation training flight, in accordance with provisions of this TA, over the territory of any other observed Party that will be determined and agreed upon by mutual consent. Depending on observed Party’s and training requirements, media process will be executed if so requested by the other Parties involved.

Further provisions about the execution of each mission will be dealt with and agreed directly by the points of contact below indicated at paragraph 6.

1. **MAIN PROVISIONS**
2. Operational mission: over UA.

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| --- | --- |
| Time-frame | 2019. |
| Lead nation | HU. |
| Crew composition | HU – up to 14 personnel.IT – up to 4 personnel.SI – up to 4 personnel. |
| Aircraft used | HU AN-26. |
| Language | English. |
| Initial Planning meeting | To be held in 2019, desirably one month prior to the mission. |
| Points of Interest (POI) | to be provided by IT and SI by HU planners. |
| Route | HU will provide a draft of the proposed route based on the HU, IT and SI POIs 10 days prior to the mission. |
| Notifications | All relevant notifications (OSF-12, OSF-14, OSF-16 and OSF-35) will be issued by HU. |
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1. Miscellaneous provisions

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| --- | --- |
| TransportationCrew Joining | The Hungarian representative will meet with the IT and SI Teams at the arriving point.The HU, IT and SI crews will join in BUDAPEST or KECSKEMÉT, (TBD), and based on weather forecast and operational requirements, will perform a final planning briefing as agreed by the respective points of contact. |
| ATC interpreter | To be provided by HU. |
| Crew departure | IT and SI crews will depart from BUDAPEST after completion of the mission in accordance with individual travel arrangements as agreed by the respective points of contact. |
| Film processing | To take place in BUDAPEST right after completion of the mission. Duplication work will be completed within 15 working days after the observation flight. HU will retain the original one and reply to any OSF-17 notification. In case of training observation mission, media process requirement will be agreed upon between the involved Parties. |

1. **COSTS**

The following cost-sharing provisions apply both to operational and trial missions:

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| --- | --- |
| Hungary | * Provides the observation platform and bears the costs of the film and the film processing in accordance with Canadian OSF-35.
* Provides all mission related transportation in Hungary for the partner Team members.
* Issues the OS standard invoice for IT in two separate bills, covering:
* fuel supplied in HU in accordance with the valid German OSF35;
* copies of media process (TBC for trial mission).
 |
| Italy | * Bears the costs for:
* total invoices issued by UA or other observed Party, covering fuel and services as well as board and lodging for all personnel during the mission in UA or in the observed Party, in accordance with OSCC Dec. 2/09 and German OSF-35. In the case of a training mission, the invoice will be in accordance with the rates applied by the observed Party;
* the invoices issued by HU for the fuel in HU and copies of media process, to be countersigned by IT, showing figures and to be paid in EUR;
* travel to and from BUDAPEST and board and lodging for IT in HU.
* Issues the OS standard invoice for SI covering 50% the total costs borne by IT as related to invoices issued by UA or other observed Party in accordance with OSCC Dec. 2/09 and invoices issued by HU for the fuel in HU and copies of media process, except from travel to and from BUDAPEST and board and lodging for IT personnel in HU.
 |
| Slovenia | * Bears the costs for 50% the total costs borne by IT as related to invoices issued by UA or other observed Party in accordance with OSCC Dec. 2/09 and invoices issued by HU for the fuel in HU and copies of media process, except from travel to and from BUDAPEST and board and lodging for IT personnel in HU.
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1. **LEGAL PROVISIONS**

This IA will come into effect on the date of the last signature. Any dispute concerning the interpretation and implementation of this IA will be settled by consultation between its Signatories. This IA can be amended at any time with the agreement of the Signatories,

Any Signatory can withdraw from this IA by giving a 30-day notice to the other Signatories. In case of any unforeseen technical malfunction related to the observation platform preventing the conduct of either observation/training flights, the appointed POCs are granted the right to conduct the observations in a different and mutually agreed period and set forth all due changes to the activities. This document is signed in three identical original copies in English language.

1. **LIABILITY**

The Lead Nation will be responsible for the operation and safety of the aircraft during the course of the observation mission/observation training flight.

Any issues regarding liability will be dealt with in accordance with the applicable international agreements including NATO SOFA and Article XII of the OST.

1. **POINTS OF CONTACT**

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**FOR THE MINISTRY OF DEFENCE OF HUNGARY**

Signed on

……………………………….

**Brigadier General László GARAS**

(Head of Hungarian Defence Forces Command, Operation Directorate)

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

Signed on

………………………………..

**Colonel Sebastiano LONGO**

(Chief of Arms Control Verification and Counterproliferation Office)

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

Signed on

………………………………..

**Captain (N) Ivan ŽNIDAR**

(Commander of Verification Centre of Slovenian Armed Forces)



**TEHNIČNI DOGOVOR**

**MED**

**MINISTRSTVOM ZA OBRAMBO MADŽARSKE,**

ki ga zastopa

NAČELNIK POVELJSTVA madžarskih obrambnih sil**,** DIREKTORATA ZA OPERACIJE,

**MINISTRSTVOM ZA OBRAMBO**

**ITALIJANSKE REPUBLIKE,**

ki ga zastopa

NAČELNIK URADA ZA NADZOR NAD OBOROŽEVANJEM, VERIFIKACIJO IN PREPREČEVANJE ŠIRJENJA OROŽJA V ODDELKU ZA NAČRTOVANJE IN POLITIKO

ITALIJANSKEGA OBRAMBNEGA GENERALŠTABA,

**IN**

**MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE,**

ki ga zastopa

VERIFIKACIJSKI CENTER SLOVENSKE VOJSKE,

**O**

**SKUPNI IZVEDBI ENEGA OPAZOVALNEGA LETA**

**V LETU 2019**

1. **PREAMBULA**

Na podlagi Pogodbe o odprtih zračnih prostorih, podpisane 24. marca 1992 v Helsinkih, Ministrstvo za obrambo Madžarske (HU), Ministrstvo za obrambo Italijanske republike (IT) ter Ministrstvo za obrambo Republike Slovenije (SI) načrtujejo izvedbo enega skupnega operativnega opazovalnega leta nad Ukrajino (UA) v letu 2019 na podlagi Pogodbe o odprtih zračnih prostorih in se strinjajo o naslednjem:

* o datumih za vsako nalogo se sporazumno dogovorijo;
* če se operativna naloga nad Ukrajino odpove 15 dni pred začetkom aktivnosti ali če ni razpoložljivega tedenskega časovnega bloka, si države, ki naj bi skupaj izvedle let, pridržujejo pravico do izvedbe enega opazovalnega leta za usposabljanje, skladno z določbami tega tehničnega dogovora, nad ozemljem druge opazovanke, ki ga določijo in se o njem soglasno dogovorijo. Glede na zahteve opazovanke in usposabljanja se obdelava filma izvede, če tako zahtevata drugi dve vključeni pogodbenici.

Dodatne določbe o izvedbi vsake naloge neposredno obravnavajo kontaktne osebe, navedene spodaj v 6. odstavku, in se o njih dogovorijo.

1. **GLAVNE DOLOČBE**
2. Operativna naloga: polet prek UA

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| --- | --- |
| časovni okvir | 2019 |
| vodilna država | HU |
| sestava posadke | HU – do 14 članov osebjaIT – do 4 člani osebjaSI – do 4 člani osebja |
| uporabljen zrakoplov | HU AN-26 |
| jezik | Angleščina |
| začetni načrtovalni sestanek | V letu 2019, zaželeno en mesec pred nalogo. |
| interesne točke (POI) | Zagotovijo načrtovalci HU v sodelovanju z IT in SI. |
| ruta | HU zagotovi osnutek predlagane rute na podlagi interesnih točk HU, IT in SI 10 dni pred nalogo. |
| obvestila | Vsa zadevna obvestila (na obrazcih OSF-12, OSF-14, OSF-16 in OSF-35) izda HU. |
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1. Druge določbe

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| --- | --- |
| prevozpridružitev posadk | Predstavnik Madžarske se sreča z ekipama IT in SI na točki prihoda.Posadke HU, IT in SI se pridružijo v BUDIMPEŠTI ali v KECSKEMÉTU, (se še določi) in na podlagi vremenske napovedi in operativnih zahtev izvedejo končni načrtovalni sestanek, kot so se dogovorile zadevne kontaktne osebe. |
| tolmač kontrole zračnega prometa | Ga zagotovi HU. |
| odhod posadk | Posadke IT in SI zapustijo BUDIMPEŠTO po zaključku naloge v skladu s posameznimi dogovori o potovanju, o katerih so se dogovorile zadevne kontaktne osebe. |
| obdelava filma | Poteka v BUDIMPEŠTI takoj po zaključku naloge. Izdelava kopij se zaključi v 15 delovnih dneh po opazovalnem letu. HU obdrži originalni film in odgovori na kakršna koli obvestila na obrazcu OSF-17. V primeru opazovalne naloge za namene usposabljanja se vključene strani dogovorijo o zahtevah za obdelavo filma. |

1. **STROŠKI**

Spodnje določbe o delitvi stroškov veljajo tako za operativne kot za poskusne naloge:

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| Madžarska | * Zagotovi snemalno napravo za opazovanje in krije stroške filma ter obdelave filma v skladu s kanadskim obrazcem OSF-35.
* Zagotovi ves prevoz v zvezi z nalogo v Madžarski za člane partnerskih ekip.
* Izda standardni račun OS za IT in dva ločena računa, ki zajemata:
* gorivo, zagotovljeno v HU v skladu z veljavnim nemškim obrazcem OSF35;
* kopije obdelanega filma (za poskusne naloge se še določi).
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| Italija | * Krije stroške za:
* skupne račune, ki jih izda UA ali druga opazovanka, ki zajemajo gorivo in storitve, pa tudi nastanitev in hrano za vse osebje med izvajanjem naloge v UA ali v drugi opazovanki, v skladu z Odločitvijo Posvetovalne komisije OSCC z dne 2. decembra 2009 in nemškim obrazcem OSF-35. V primeru naloge za namene usposabljanja je račun skladen s cenami, ki jih uporablja opazovanka;
* računi, ki jih izda HU za gorivo v HU in kopije obdelanega filma, ki jih sopodpiše IT, prikazujejo zneske in se plačajo v EUR;
* potovanje v BUDIMPEŠTO in iz nje ter nastanitev in hrano za IT v HU.
* Izda standardni račun OS za SI, ki zajema 50 % vseh stroškov, ki jih krije IT, v povezavi z računi, ki jih izda UA ali druga opazovanka v skladu z Odločitvijo Posvetovalne komisije OSCC z dne 2. decembra 2009, ter računi, ki jih izda HU za gorivo v HU in kopije obdelanega filma, razen za potovanje v BUDIMPEŠTO in iz nje ter za nastanitev in hrano za osebje IT v HU.
 |
| Slovenija | * Krije stroške za 50 % celotnih stroškov, ki jih krije IT v povezavi z računi, ki jih izda UA ali druga opazovanka v skladu z Odločitvijo Posvetovalne komisije OSCC z dne 2. decembra 2009, in računi, ki jih izda HU za gorivo v HU ter kopije obdelanega filma, razen za potovanje v BUDIMPEŠTO in iz nje ter za bivanje in hrano za osebje IT v HU.
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1. **PRAVNE DOLOČBE**

Ta izvedbeni dogovor začne veljati na dan zadnjega podpisa. Kakršni koli spori glede razlage in izvedbe tega izvedbenega dogovora se razrešujejo s posvetovanjem med njegovimi podpisniki. Ta izvedbeni dogovor se lahko kadarkoli spremeni na podlagi dogovora med podpisniki.

Kateri koli podpisnik lahko odstopi od tega izvedbenega dogovora tako, da o tem 30 dni prej pisno obvesti druga podpisnika. V primeru kakršnih koli nepredvidenih tehničnih napak v zvezi s snemalno napravo za opazovanje, ki preprečujejo izvedbo opazovalnih poletov ali poletov za usposabljanje imenovane kontaktne osebe dobijo pravico do izvedbe opazovanj v drugem in medsebojno dogovorjenem obdobju ter začnejo z vsemi potrebnimi spremembami aktivnosti. Ta dokument se podpiše v treh enakih izvirnikih v angleščini.

1. **ODGOVORNOST**

Vodilna država bo odgovorna za delovanje in varnost zrakoplova med trajanjem operativnega opazovalnega leta ali opazovalnega leta za usposabljanje.

Vse zadeve, ki se nanašajo na odgovornost, se bodo presojale skladno z mednarodnimi sporazumi, vključujoč NATO SOFA in XII. člen Pogodbe o odprtih zračnih prostorih.

1. **KONTAKTNE OSEBE**

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**ZA MINISTRSTVO ZA OBRAMBO MADŽARSKE**

Podpisano dne

……………………………….

**Brigadir László GARAS**

(Načelnik poveljstva Madžarskih obrambnih sil, Direktorata za operacije)

**ZA MINISTRSTVO ZA OBRAMBO ITALIJANSKE REPUBLIKE**

Podpisano dne

………………………………..

**Polkovnik Sebastiano LONGO**

(Načelnik Urada za nadzor nad oboroževanjem, verifikacijo in preprečevanje širjenja orožja)

**ZA MINISTRSTVO ZA OBRAMBO REPUBLIKE SLOVENIJE**

Podpisano dne

………………………………..

**Kapitan bojne ladje Ivan Žnidar**

(Poveljnik Verifikacijskega centra Slovenske vojske)