**TECHNICAL ARRANGEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENCE**

**OF THE REPUBLIC OF SLOVENIA**

**AND**

**THE MINISTRY OF DEFENCE**

**OF MONTENEGRO**

**REGARDING LOGISTIC SUPPORT**

 **TO**

**PARTICIPATE**

**IN**

**THE EXECUTION**

 **OF THE**

**NATO enhanced Forward Presence (eFP) in Latvia**

**The Ministry of Defence of the Republic of Slovenia and the Ministry of Defence of Montenegro,**

Hereinafter collectively referred to as the “Participants”;

WITH THE AIM AT strengthening the cooperation, contributing to the improvement of the interoperability of the Armed Forces of the Participants and to pursue NATO standards;

HAVING REGARD TO the provision of The Agreement between the Parties to the North Atlantic Treaty regarding the status of their forces, signed on 19 June 1951 in London, hereinafter referred to as the NATO SOFA;

HAVING REGARD TO the Agreement between the Government of the Republic of Slovenia and the Government of the Republic of Montenegro on Co-operation in the Field of Defence, signed on 18 June 2007 in Ljubljana;

HAVING REGARD TO the Technical Agreement between the Ministry of Defense of the Republic of Latvia and The Department of National Defense of Canada and the Canadian Armed Forces, to which Montenegro acceded;

ACKNOWLEDGING the excellent cooperation throughout the preparation activities for eFP04 in the territory of the Republic of Slovenia and the execution of eFP04 in Latvia;

Desiring to define logistic and operational support for Montenegro Armed Forces (MAF), while integratet into Slovenian Armed Forces (SAF) contingent, participating in the NATO eFP.

Acknowledging that this Technical Arrangement (TA) does not create any rights or obligations under international law, nor does it affect any of the International Agreements involving Latvia or Canada.

Have reached the following understanding:

**Section 1**

**Purpose**

The purpose of this TA is to define mutual relations, rights, and obligations of the Participants with regard to establishing conditions for the SS participating in NATO enhanced Forward Presence in Latvia and to plan, provide an execute combined (MNE – SVN) deployments and redeployments from Slovenia to Latvia.

**Section 2**

**Place, Period and Participation in eFP**

1. This arrangement defines mutual obligations between SAF and MAF for the duration of cooperation in NATO eFP.

2. Each MNE contingent, of maximum 12 members, will participate in pre-deployment time, up to five days prior to the deployment to Latvia with additional travel day in in the Republic of Slovenia. The exact days of deployment will be defined in the travel order, issued by FN NLT 1 month before each deployment.

**Section 3**

**Definitions**

For the purposes of this Technical Arrangement (TA), the terms have the following meaning:

1. “Framework Nation (FN)” is the Republic Slovenia.
2. “Sending State (SS)” is Montenegro.
3. “Host Nation (HN)” is the Republic of Latvia when applicable.
4. “Host Nation Support (HNS)” is civil and military assistance rendered in peace, by the HN to Visiting Force while located on or in transit through the HN’s territory.
5. “Visiting Force (VF)” are all components of Montenegro Armed Forces, to include all personnel, material and provisions as defined in the NATO SOFA in a time of eFP in Latvia.
6. “Logistic Support Nation (LSN)” for the purpose of this Technical Arrangement is the Republic of Slovenia that assumes the overall responsibility for organizing and coordinating a certain spectrum of logistic support for the VF. During the eFP in Latvia all logistic support is upon a request and it will be charged – refunded.
7. “Logistic Lead Nation (LLN)” for the purpose of this Technical Arrangement is Canada, which assumes the overall responsibility for organizing and coordinating a certain spectrum of logistic support for the VF.
8. “Airport of Embarkation/Seaport of Embarkation (APOE/SPOE)” means airport, seaport where VF components are loaded to a means of transport for strategic deployment.
9. “Airport of Disembarkation/Seaport of Disembarkation (APOD/SPOD)” means airport, seaport where VF components are offloaded to a means of transport for strategic deployment.
10. “Statement of Requirement (SOR)” is a form prepared by SS detailing the standards, type, level and methods of support to be provided to VF with reimbursement details and other site specific procedures necessary to have access to the logistic support provided by the LSN.
11. “Staging Area (SA)” means the area where VF troops and equipment are assembled and processed before the deployment.
12. “eFP Latvia” – Meaning the NATO enhanced Forward Presence in Latvia to include the NATO Battle Group comprised of the FN and SS. This includes Maritime and Air Forces as may be assigned.
13. “TRANSFER OF AUTHORITY (TOA)”: Act by which national authorities officially transfer the command and/or control of their national forces to the RS/Operation Commander in accordance with their national structures, laws, regulations and processes.
14. “TA LVA-CAN eFP” - Technical Agreement between the Ministry of Defense of the Republic of Latvia and The Department of National Defense of Canada and the Canadian Armed Forces.

**Section 4**

**Logistic Support**

1. Each Participant to this TA has ultimate responsibility for ensuring the provision of logistic support to its own forces. However logistic support provided to SS while transiting through the territory of the FN and strategic deployment and re-deployment, will be provided by the FN, upon request by the SS. The FN will provide support to the greatest extend possible on the basis of national legislation, national priorities and the actual capabilities and available resources of the FN.

2. The FN will provide free accommodation to SS members during the pre-deployment time in FN.

3. LSN will provide two vehicles, free of charge, with service and equipment. The fuel will be charged. Vehicle drivers should have appropriate driving license and all needed certificates. Training for appropriate certificate can be scheduled in the time of Common Training in Slovenia or separately in the time as agreed under the same conditions as for Common Training. LSN will provide ammunition for LSN combat vehicles loaned to the SS free of charge. Other types of ammunition and explosives are SS responsibility.

4. LSN will provide one Communication information System, free of charge.

5. LSN will Provide, free of charge, security of the MNE equipment/vehicles that will stay in SVN until deployment to LAT.

6. Services and supplies provided by the LSN will be charged unless differently mutually accepted by the Participants of this TA.

7. Payment method for logistic support during eFP mission will be through SAF.

8. When applicable the SS will reimburse the LSN for all jointly decided supplies and services rendered by the LSN. The LSN will assure the same conditions as for its own forces regarding the purchase of supplies and services for official purposes, making its best effort to satisfy the requirements of the SS.

9. This TA supports the development of SOR, which detail specifically the standard, type, level and method of support to be provided to SS together with reimbursement details and other site specific procedures necessary to have access to the logistic support provided by the LLN**.**

10. SNR will be responsible for direct control and coordination of logistic support of their own forces as well as for coordination of supplies and services rendered to VF by the LLN.

**Section 5**

**Medical Support**

1. VF members cooperating in activities under this TA must have an appropriate health insurance before their arrival to the Latvia in order to be able to cover the costs of possible medical treatment.

2. Medical support will be dealt in accordance with the provision of Article IX, section 5 of NATO SOFA and section XXI TA LVA-CAN eFP.

**Section 6**

**Death and Transport of Remains**

The death of a member of the SS on the territory of Latvia, will be dealt in accordance with the provision of Section XX and Annex B of TA LVA-CAN eFP.

**Section 7**

**Movement and Transportation**

1. Deployment and re-deployment of the SS from Home Base to the FN is a National responsibility.

2. The LSN will make the designated APOD (Brnik) and SPOD (Koper) in its territory available to the VF during the deployment phase. The FN will provide escort of the SS by the Military Police from the crossing point on the border to SA/APOD/SPOD and back in order to facilitate the movement of the VF.

3. The SS will submit Form 302 to the RS, as follows:

* + not later than 10 working days prior the road movement,
	+ not later than 20 working days prior the road movement exceeding national specified weights and/or dimensions,
	+ not later than 20 working days prior transportation of dangerous goods (in addition "Dangerous Goods Form" is required).

4. NATO Travel Order is to be used for individual or collective movement of the VF.

5. Deployment and re-deployment from Slovenia to Latvia will be provided by the LSN SAC agreement capacity. In case of unavailability the commercial flight will be used instead and the transport costs will be charged.

6. If the transport is provided from LSN, SS has to:

* provide provisional Detailed Deployment Plan (DDP) to the LSN, at least 30 days before the deployment;
* provide VF Point of Contact (PoC), responsible for the organization and coordination of the national strategic movements to the LLN;
* deploy its personnel and equipment at the designated APOE/APOD or SPOE/SPOD made ready for loading;
* provide rank, last name, first name, date of birth and ID (military) card/Passport number of the authorized passengers to be transported;
* pay in any case, the aircraft accidents insurance bill for each passenger to be transported by LSN military aircraft;
* assure that customs formalities for the material at APOE/APOD or SPOE/SPOD will be carried out;

- assure, that vehicles/equipment will be properly disinfected at the SPOE/SPOD;

* undertake that personnel and luggage to be transported will be at the designated APOE three hours before the flight departure;
* guarantee that military cargo, to be airlifted, will be ready for loading at the designated military APOE the working day before the flight departure;
* give surety that the cargo, to be sealifted, will be ready for loading at the designated SPOE the day before the vessel departure;
* provide IATA / ICAO Shipper’s Declaration for Dangerous Goods Form, IMDG Code Multimodal Dangerous Goods Form or ADR Multimodal Dangerous Goods Form.
* to guarantee that the onward movement to SS territory from APOD/SPOD will be a solely SS responsibility.

**Section 8**

**Loaned Equipment**

* + 1. Any item loaned to SS will be returned to LSN upon completion of the eFP re- deployment. SS will endeavor to ensure that loaned items will be used with care and returned to LSN in the same condition in which they were received except normal amortization.
		2. Whenever at the end of the loan period, if the item will be returned damaged or destroyed by improper use of the SS personnel, it will be subjected to the payment of the total cost for repairs or purchase of the item.

**Section 9**

**Framework Nation Support**

1. Expenses related to the HNS in the territory of the HN will be covered by the FN, but upon a refund of SS, unless otherwise stated in this TA.

2. The LSN will provide SS members, when present on or transiting through LSN territory the following support free of charge:

Accommodation and meals during pre-deployment to LAT,

Security of the equipment/vehicles that will stay in FN until deployment to LAT,

Ammunition and Weapons storage,

Transport to LAT, if in case of use of C-17; if Commercial flight is in use the

 Transport will be charged,

Use of one or two specialized vehicles and the fuel for those vehicles,

Communication device

Military Police escort while transiting FN.

3. The SS will cover the expenses of the following:

Weapons and equipment for its own personnel;

Spare parts on Class III (P) supplies for its own vehicles/equipment;

Fuel for the SS vehicles used for transport from Home base to SA/APOE/SPOE and fuel for all vehicles used during the operation.

In case when SPOE/SPOD will be agreed on the SS territory, the RS cargo ship for strategic transportation will be free of port taxes and all additional costs.

Documents required by the authorities of the RS in connection with the entry into and exit from its territory.

Deployment and re-deployment in case of Commercial flight to eFP.

4. All logistic support in Latvia is to be paid by refund to Slovenia.

**Section 10**

**Financial Provisions**

1. All the mutually agreed goods and services provided by the LSN to the SS, which do not fall within the framework of the free supplies, will be reimbursed by the SS to the LSN under the following terms of payment:

a) The incurred expenses will be reimbursed in accordance with an issued invoice; payment will be made within 60 days following receipt of the invoice. Receiving Participant will ensure that supporting documentation to the invoice is produced according to the specifications given;

b) The expenses will be calculated in the currency of the LSN by using current prices of procurement and, in the event of delivering goods from stock, by using accounting costs.

2. The Participants will send each other receipt about any payments made.

3. The authority competent to realize the payment on behalf of the SS will be:

4. Payments, according to this TA, will be paid to the RS on the following bank connection:

Bank name: Banka Slovenije

Slovenska cesta 35

1505 Ljubljana

Republic of Slovenia

SWIFT code: BSLJSI2X

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

Beneficiary's address:

Republika Slovenija Ministrstvo za obrambo

Vojkova cesta 55

1000 Ljubljana Slovenija

**Section 11**

**Customs**

1. SS has ultimate responsibility for managing all customs issues.
2. Each participating personnel will have valid ID card (Individual or Service Passport, National Military ID, etc...)
3. All VF personnel which enter or exit LSN territory will be accompanied by NATO Travel Orders as well as their equipment will be contained in Form 302 or other document requested.
4. Import free of duty, will be carried out in according with NATO SOFA Article XI if applicable.
5. SS has responsibility for expenses for transit through third countries.

**Section 12**

**Legal Aspects**

1. The legal status of the SS members will be governed by the NATO SOFA and TA LVA-CAN eFP.
2. The SS members will respect the national laws and regulations of the Republic of Slovenia and the Republic of Latvia.
3. This TA does not create any rights and obligations under international public law.
4. This TA is not intended to conflict with the national laws and regulations of the states of the Participants or any international agreement by which the states of the Participants are bound that may apply.

**Section 13**

**Authorization to Wear the Military Uniform**

The SS members can wear their national military uniform in the whole territory of the HN in accordance with Article V of the NATO SOFA and in accordance of section XVIII TA LVA-CAN eFP.

**Section 14**

**Investigation Procedures in Case of Accidents**

Investigation of an accident involving the SS members that arise in the HN territory will be dealt in accordance with the provision of Article VIII of the NATO SOFA and TA LVA-CAN eFP.

**Section 15**

**Discipline**

Discipline remains a prerogative of each Participant. It will be dealt in accordance with the provision of Article VIII of the NATO SOFA and section XVI TA LVA-CAN eFP.

**Section 16**

**Transfer of Authority**

1. During the pre-deployment period SS personnel will remain under full national command. The Participants agree to delegate the operational control to the FN Commander, in accordance with national laws and procedures.

* + 1. TOA to the FN Commander will take place no later than upon arrival of the SS personnel in the staging area.
		2. Once deployed the operational control over SS and FN forces will be delegated to Operation Commander. Each Participant will distribute their TOA statement to the Operation Commander.

**Section 17**

**Liability for Damages**

Investigations and compensations for damages that arise in HN territory will be dealt in accordance with the provisions of Article VIII of the NATO SOFA and TA LVA-CAN eFP.

All vehicles and equipment of the SS are adequately insured by SS against all claims, disputes, and liabilities pursuant to national law of the FN.

**Section 18**

**Protection of the Environment, Measures of the Fire Protection,**

**Security and Health Provisions at Work**

1. The FN and SS will respect the HN laws and regulations concerning environmental protection according to Annex C TA LVA-CAN eFP. Upon the arrival of eFP Latvia, the HN will present the relevant laws and regulations to the FN and SSs Forces in the English language, according TA LVA-CAN eFP.
2. When present on or transiting through FN and HN territory, all measures will be taken in order to prevent damage to and contamination of the environment, the infrastructure, military, Police or civil property by respecting the safety regulations and environmental protection rules of the RS. The RS will provide the VF personnel with the necessary information on applicable laws and regulations.

**Section 19**

**Ammunition Storage**

Ammunition Storage will be dealt with in accordance with the provision of Section XIV TA LVA-CAN eFP.

**Section 20**

**Exchange of Information**

The complete documentation and telecommunication network operation (exchange of voice and fax data and other information, voice and fax data transmission) will not contain classified information. The communication will be done without using cheaper devices.

**Section 21**

**Settlement of Disputes**

Any dispute concerning the interpretation or execution of this TA will be resolved solely by a negotiation between the Participants. No dispute related to the execution of this TA will be submitted to any national court, international court or a third party for a settlement.

**Section 22**

**Final Provisions**

* 1. This TA comes into effect upon the date of the last signature.
	2. This TA may be modified or terminated at any time by the mutual written consent of the Participants.
	3. Termination of this TA does not exempt Participants from obligations acquired during the period this TA is in effect, especially on financial matters.
	4. Each Participant may terminate this TA by giving the other Participant a six months prior written notice.

Signed in two originals in the English language, one for each Participant.

**On behalf of the Ministry of Defence**

**of the Republic of Slovenia**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Force Commander,**

**Slovenian Armed Forces**

In \_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**On behalf of the Ministry of Defence**

**of Montenegro**

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In……………………on………………..