



Številka: 870-8/2021-27
Ljubljana, dne 19. 03. 2021
EVA (če se akt objavi v Uradnem listu RS)
GENERALNI SEKRETARIAT VLADE REPUBLIKE SLOVENIJE gp.gs@gov.si
ZADEVA: Informacija o nameravanem podpisu tehničnih dogovorov o prispevku Irske, Japonske in Koreje k delovanju Natovega centra odličnosti za kibernetško obrambo (Nato CCD COE) – predlog za obravnavo
1. Predlog sklepov Vlade:
Na podlagi šestega odstavka 21. člena Zakona o Vladi Republike Slovenije (Uradni list RS, št. 24/05 – uradno prečiščeno besedilo, 109/08, 38/10 – ZUKN, 8/12, 21/13, 47/13 – ZDU-1G, 65/14 in 55/17) in desetega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD, 31/15 in 30/18 – ZKZaš) je Vlada Republike Slovenije na ____ redni seji dne _____ pod točko ____ dnevnega reda sprejela
S K L E P
Vlada Republike Slovenije se je seznanila z Informacijo o nameravanem podpisu tehničnih dogovorov o prispevku Irske, Japonske in Koreje k delovanju Natovega centra odličnosti za kibernetško obrambo (Nato CCD COE).
mag. Janja Garvas Hočevar, v.d. generalnega sekretarja
Prejmeta: – Ministrstvo za obrambo, – Ministrstvo za zunanje zadeve.
2. Predlog za obravnavo predloga zakona po nujnem ali skrajšanem postopku v Državnem zboru z obrazložitvijo razlogov:
/
3. a Osebe, odgovorne za strokovno pripravo in usklajenost gradiva:
mag. Uroš Zorko, generalni direktor Direktorata za obrambno politiko Ministrstva za obrambo Republike Slovenije.

3. b Zunanji strokovnjaki, ki so sodelovali pri pripravi dela ali celotnega gradiva:		
/		
4. Pri obravnavi gradiva bosta sodelovala		
<ul style="list-style-type: none"> - mag. Matej Tonin, član Vlade RS in minister za obrambo; - Uroš Lampret, državni sekretar na Ministrstvu za obrambo. 		
5. Kratak povzetek gradiva:		
<p>Republika Slovenija je od 10. 6. 2020 polnopravna članica Natovega centra odličnosti za kibernetško obrambo (Nato CCD COE).</p> <p>Irska, Japonka in Koreja želijo sodelovati v Nato CCD COE. Ker države niso članice Nata, v Nato CCD COE sodelujejo kot udeleženske, ki prispevajo. V ta namen bodo z ostalimi državami sponzorkami (države članice Nata) podpisale ustrezne tehnične dogovore, s čimer se strinjajo z vsebino funkcionalnega in operativnega memoranduma Nato CCD COE, države sponzorke pa se strinjajo s pomembnostjo njihovega prispevka k delovanju Nato CCD COE.</p>		
6. Presoja posledic za:		
a)	javnofinančna sredstva nad 40.000 EUR v tekočem in naslednjih treh letih	NE
b)	usklajenost slovenskega pravnega reda s pravnim redom Evropske unije	NE
c)	administrativne posledice	NE
č)	gospodarstvo, zlasti mala in srednja podjetja ter konkurenčnost podjetij	NE
d)	okolje, vključno s prostorskimi in varstvenimi vidiki	NE
e)	socialno področje	NE
f)	dokumente razvojnega načrtovanja: <ul style="list-style-type: none"> - nacionalne dokumente razvojnega načrtovanja - razvojne politike na ravni programov po strukturi razvojne klasifikacije programskega proračuna - razvojne dokumente Evropske unije in mednarodnih organizacij 	NE
7. a Predstavitev ocene finančnih posledic nad 40.000 EUR:		
/		

I. Ocena finančnih posledic, ki niso načrtovane v sprejetem proračunu				
	Tekoče leto (t)	t + 1	t + 2	t + 3
Predvideno povečanje (+) ali zmanjšanje (–) prihodkov državnega proračuna				
Predvideno povečanje (+) ali zmanjšanje (–) prihodkov občinskih proračunov				
Predvideno povečanje (+) ali zmanjšanje (–) odhodkov državnega proračuna				
Predvideno povečanje (+) ali zmanjšanje (–) odhodkov občinskih proračunov				
Predvideno povečanje (+) ali zmanjšanje (–) obveznosti za druga javnofinančna sredstva				
II. Finančne posledice za državni proračun				
II. a Pravice porabe za izvedbo predlaganih rešitev so zagotovljene:				
Ime proračunskega uporabnika	Šifra in naziv ukrepa, projekta	Šifra in naziv proračunske postavke	Znesek za tekoče leto (t)	Znesek za t + 1
SKUPAJ				
II. b Manjkajoče pravice porabe bodo zagotovljene s prerazporeditvijo:				
Ime proračunskega uporabnika	Šifra in naziv ukrepa, projekta	Šifra in naziv proračunske postavke	Znesek za tekoče leto (t)	Znesek za t + 1
SKUPAJ				
II. c Načrtovana nadomestitev zmanjšanih prihodkov in povečanih odhodkov proračuna:				
Novi prihodki		Znesek za tekoče leto (t)	Znesek za t + 1	
SKUPAJ				
7. b Predstavitev ocene finančnih posledic pod 40.000 EUR:				
S podpisom tehničnih dogovorov za Irsko, Japonsko in Korejo za Republiko Slovenijo ne bodo nastale nove finančne posledice.				
8. Predstavitev sodelovanja z združenji občin:				
Vsebina predloženega gradiva (predpisa) vpliva na: <ul style="list-style-type: none"> – pristojnosti občin, – delovanje občin, – financiranje občin. 			NE	

Gradivo (predpis) je bilo poslano v mnenje:

- Skupnosti občin Slovenije SOS: NE
- Združenju občin Slovenije ZOS: NE
- Združenju mestnih občin Slovenije ZMOS: NE

Predlogi in pripombe združenj so bili upoštevani:

- v celoti,
- večinoma,
- delno,
- niso bili upoštevani.

Bistveni predlogi in pripombe, ki niso bili upoštevani. /

9. Predstavitev sodelovanja javnosti:

Gradivo je bilo predhodno objavljeno na spletni strani predlagatelja:	NE
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Skladno s sedmim odstavkom 9. člena Poslovnika Vlade RS (Uradni list RS, št. 43/01, 23/02 – popr., 54/03, 103/03, 114/04, 26/06, 21/07, 32/10, 73/10, 95/11, 64/12, 10/14 in 164/20) javnost ni bila povabljenjena k sodelovanju, saj gre za predlog sklepa Vlade RS.

10. Pri pripravi gradiva so bile upoštevane zahteve iz Resolucije o normativni dejavnosti:

DA

11. Gradivo je uvrščeno v delovni program Vlade:

NE

mag. Matej Tonin
minister

Poslano:

- naslovníku,
- SGS/PS,
- DOP,
- GŠSV.

Informacija

o nameravanem podpisu tehničnih dogovorov o prispevku Irske, Japonske in Koreje k delovanju Natovega centra odličnosti za kibernetško obrambo (Nato CCD COE)

Natov center odličnosti za kibernetško obrambo (v nadaljevanju: Nato CCD COE), ki ima sedež v Talinu v Estoniji, je bil s podpisom operativnega¹ in funkcionalnega² memoranduma ustanovljen leta 2008. Operativni memorandum vsebuje določbe, ki natančneje urejajo ustanovitev in delovanje Nato CCD COE, medtem ko funkcionalni memorandum vsebuje določbe, ki urejajo usklajevalno vlogo Nata (Zavezniško poveljstvo za preoblikovanje – ACT) pri Nato CCD COE in podrobneje določajo odgovornosti Nato CCD COE. Nato CCD COE ima po akreditaciji Severnoatlantskega sveta status mednarodne vojaške organizacije. V njem deluje 29 udeleženk, od tega 25 držav članic Nata (države sponzorke) in 4 države nečlanice Nata (udeleženci, ki prispevajo)³. Republika Slovenije je članica Nato CCD COE od 10. 6. 2020.⁴

Poslanstvo Nato CCD COE je povečanje zmogljivosti, sodelovanje in izmenjava informacij med Natom, njegovimi članicami in partnerji na področju kibernetške obrambe, ki poteka preko izobraževanja, vaj, raziskav in razvoja, zbiranja pridobljenih izkušenj in posvetovanj. V centru delujejo vojaški in civilni strokovnjaki, kar centru omogoča celostni pogled na kibernetško obrambo.

S strani Nato CCD COE smo prejeli informacijo, da so v postopku podpisovanja:

- Tehnični dogovor o prispevku Ministrstva za komunikacije, podnebne ukrepe in okolje Vlade Republike Irske k delovanju Nato CCD COE, v nadaljevanju: tehnični dogovor za Irsko;
- Tehnični dogovor o prispevku Ministrstva za obrambo Japonske k delovanju Nato CCD COE, v nadaljevanju: tehnični dogovor za Japonsko;
- Tehnični dogovor o prispevku Nacionalne obveščevalne službe Republike Koreje k delovanju Nato CCD COE, v nadaljevanju: tehnični dogovor za Korejo.

Irška, Japonka in Koreja želijo sodelovati v Nato CCD COE. Ker države niso članice Nata, lahko v Nato CCD COE sodelujejo kot udeleženske, ki prispevajo, s podpisom ustreznega tehničnega dogovora. Pravno podlago za sklenitev tehničnih dogovorov za Irsko, Japonsko in Korejo predstavlja člen 4.8 operativnega memoranduma. S podpisom tehničnih dogovorov se Irška, Japonska in Koreja strinjajo z vsebino funkcionalnega in operativnega memoranduma, države sponzorke pa se strinjajo s pomembnostjo njihovega prispevka k delovanju Nato CCD COE.

Republika Slovenija bo kot polnopravna članica Nato CCD COE podpisnica tehničnih dogovorov za Irsko, Japonsko in Korejo.

S podpisom tehničnih dogovorov za Irsko, Japonsko in Korejo za Republiko Slovenijo ne bodo nastale nove finančne posledice.

Tehnični dogovori za Irsko, Japonsko in Korejo imajo pravno naravo nepogodbenega mednarodnega akta.

¹ Memorandumom o soglasju o ustanovitvi, upravljanju in delovanju Nato CCD COE, z dne 14. maja 2008 in dopolnjen 28. marca 2011 in 21. avgusta 2013 (Nato CCD COE Operation MOU second ammendment).

² Memorandum o soglasju o funkcionalnih razmerjih Nato CCD COE, z dne 14. maja 2008 (Nato CCD COE Fuctional MOU).

³ Iz spletne strani Nato CCDCOE izhaja, da so udeleženske, ki prispevajo: Avstrija, Finska, Švedska in Švica.

⁴ Sklep VRS, št. 51002-64/2018/3 z dne 15. 11. 2018.

Gradivo je usklajeno z Ministrstvom za zunanje zadeve, Uradom Vlade Republike Slovenije za varovanje tajnih podatkov in Ministrstvom za finance.

Gradiva ni treba uskladiti s pravnim redom EU.

Tehnične dogovore za Irsko, Japonsko in Korejo bo podpisal polkovnik Danilo Jazbec, nacionalni predstavnik pri Natovem poveljstvu za transformacijo (ACT).

Ministrstvo za obrambo

TECHNICAL ARRANGEMENT

AMONG

THE DEPARTMENT OF COMMUNICATIONS, CLIMATE ACTION AND ENVIRONMENT OF THE
GOVERNMENT OF IRELAND

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ESTONIA,

THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM,

THE ministry OF DEFENCE OF THE REPUBLIC OF BULGARIA,

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA,

THE NATIONAL CYBER AND INFORMATION SECURITY AGENCY OF THE CZECH REPUBLIC,

THE MINISTRY OF DEFENCE OF DENMARK,

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 THE REPUBLIC OF HUNGARY,

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC,

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA,

THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA,

THE MINISTRY OF DEFENCE OF MONTENEGRO,

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS,

THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY,

THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND,

THE MINISTER OF NATIONAL DEFENCE OF THE PORTUGUESE REPUBLIC,

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 MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN,

THE GENERAL STAFF OF THE REPUBLIC OF TURKEY,

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 DEPARTMENT OF COMMUNICATIONS, CLIMATE ACTION AND ENVIRONMENT OF THE
GOVERNMENT OF IRELAND
TO THE OPERATION OF THE NATO COOPERATIVE CYBER DEFENCE CENTRE OF
EXCELLENCE

The Department of Communications, Climate Action and Environment of the Government of Ireland

– hereinafter referred to as the "Contributing Participant" or "CP" –

NOTING the establishment of the NATO Cooperative Cyber Defence Centre of Excellence (NATO CCD COE) in Tallinn, Republic of Estonia, and the activation thereof as an International Military Organisation by the North Atlantic Council of NATO;

CONSIDERING supporting the operation of the NATO CCD COE by contributing to the mission of the NATO CCD COE to provide subject matter expertise in the field of cyber defence; and

DESIRING to establish the arrangements to set out the terms and conditions for a mutually beneficial cooperation,

and

The Ministry of Defence of the Republic of Estonia,
The Minister of Defence of the Kingdom of Belgium,
The Ministry of Defence of the Republic of Bulgaria,
The Ministry of Defence of the Republic of Croatia,
The National Cyber and Information Security Agency of the Czech Republic,
The Ministry of Defence of Denmark,
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 Ministry of Defence of the Republic of Latvia,
The Ministry of National Defence of the Republic of Lithuania,
The Ministry of Defence of Montenegro,
The Minister of Defence of the Kingdom of the Netherlands,
The Ministry of Defence of the Kingdom of Norway,
The Minister of National Defence of the Republic of Poland,
The Minister of National Defence of the Portuguese Republic,
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 Minister of Defence of the Kingdom of Spain,
The General Staff of the Republic of Turkey,
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 "NATO CCD COE Sponsoring Nations"

CONSIDERING that, as the NATO CCD COE Sponsoring Nations, they are ready to welcome the CP to the NATO CCD COE in accordance with the Memorandum of Understanding among the

Ministry of Defence of the Republic of Estonia, the Minister of Defence of the Kingdom of Belgium, the Ministry of Defence of the Republic of Bulgaria, the Ministry of Defence of the Republic of Croatia, the National Cyber and Information Security Agency of the Czech Republic, the Ministry of Defence of Denmark, 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 Ministry of Defence of the Republic of Latvia, the Ministry of National Defence of the Republic of Lithuania, the Ministry of Defence of Montenegro, the Minister of Defence of the Kingdom of the Netherlands, the Ministry of Defence of the Kingdom of Norway, the Minister of National Defence of the Republic of Poland, the Minister of National Defence of the Portuguese Republic, 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 Minister of Defence of the Kingdom of Spain, the General Staff of the Republic of Turkey, 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 NATO Cooperative Cyber Defence Centre of Excellence, signed on 14 May 2008 and amended on 28 March 2011 and 21 August 2013 (NATO CCD COE Operation MOU), and relevant NATO policies;

CONFIRMING that a contribution by the CP in support of the operation of the NATO CCD COE would conform with the NATO CCD COE Operation MOU and relevant NATO policies and for that reason would be most welcome;

CONSIDERING 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, signed on 19 June 1995 (PfP SOFA), the Additional Protocol to PfP SOFA, signed on 19 June 1995, and the Further Additional Protocol to PfP SOFA, signed on 19 December 1997;

CONSIDERING the Agreement between the Republic of Estonia and the Supreme Headquarters Allied Powers Europe and Headquarters, Supreme Allied Commander Transformation to Supplement the Paris Protocol, effective 22 August 2013; and

NOTING in this respect that not all participants to this Technical Arrangement are Parties to the Further Additional Protocol to the PfP SOFA

have reached the following understanding in the form of this Technical Arrangement (hereinafter referred to as the "TA") for their cooperation at the NATO CCD COE:

SCOPE AND GENERAL UNDERSTANDING

1.1. The CP, acknowledging the content of the Memorandum of Understanding between the NATO CCD COE Sponsoring Nations and the Headquarters, Supreme Allied Commander Transformation concerning the Functional Relationship regarding the NATO CCD COE, signed on 14 May 2008 (NATO CCD COE Functional Relationship MOU), and the NATO CCD COE Operation MOU, desires to be a CP to the NATO CCD COE and offers, for that purpose, the contribution detailed in Section II.

1.2. The NATO CCD COE Sponsoring Nations, recognising the value of the contribution offered by the CP to the NATO CCD COE, express their willingness to accept the Department of Communications, Climate Action and Environment of the Government of Ireland as a CP and to share the products and services of the NATO CCD COE created or enhanced by capitalising on this contribution, subject to the provisions of Section III.

1.3. The CP and the NATO CCD COE Sponsoring Nations (each a “TA Participant” and collectively referred to as “the TA Participants”) confirm their understanding that the scope of this arrangement is limited to cooperation with respect to the NATO CCD COE.

1.4. The CP and the Estonian TA Participant, as the Framework Nation of the NATO CCD COE, may enter into bilateral arrangements concerning any issues arising out of, or affecting, the cooperation based upon this TA. They should inform the other TA Participants of such bilateral arrangements. These arrangements can not include statements which are not consistent with this TA.

1.5. As appropriate, the TA Participants may mutually or individually conclude arrangements with other governmental or non-governmental organisations, institutions or entities to enable or enhance the effectiveness and efficiency of their cooperation.

CONTRIBUTION

2.1. The CP contributes to the mission of the NATO CCD COE by providing one or two personnel (hereinafter referred to as the “SO”), civilian or military, appointed by the CP to the staff of the NATO CCD COE. All arising costs are the responsibility of the CP. The SO is only assigned to tasks related to the agreed projects and services in accordance with Paragraph 3.6. The initial contribution period is five years which may be extended in accordance with Paragraph 5.1.

2.2. Furthermore, for the duration of the TA, the CP contributes an amount of 23 000 Euro per SO annually which may be prorated if the CP contribution period is not to be for a complete calendar year. The CP contribution is to be recorded and accounted for as revenue in the NATO CCD COE budget. Changes to the per capita payment may be made when approved by the NATO CCD COE Steering Committee, and may affect the CP’s annual contribution upon renewal of this TA.

2.3. The NATO CCD COE Sponsoring Nations confirm that, subject to the applicable NATO regulations and policies, the SO should only be assigned tasks for the benefit of the NATO CCD COE.

SHARED PRODUCTS AND Services

3.1. The CP’s contribution is to be for the purpose of creating or enhancing the NATO CCD COE’s products and services.

3.2. The NATO CCD COE shares the products and services mentioned in Section I with the CP, in accordance with existing NATO security regulations. The SO posted to the NATO CCD COE and the CP are to only have permission to access NATO information (NATO Unclassified up to NATO Secret) which has specifically been authorized for release to Ireland or Partnership for Peace Programme (PfP) countries. The TA Participants understand that the NATO CCD COE shares the said products with all TA Participants upon completion and may share any drafts thereof, as appropriate. Additionally, the CP may share the NATO CCD COE’s products resulting from the cooperation detailed in this TA, as appropriate and in accordance with the intellectual property rights.

3.3. If the CP has suggestions for the Programme of Work (hereinafter referred as the “POW”), it may make such suggestions to the NATO CCD COE Director. The NATO CCD COE Director should present such items to the NATO CCD COE Steering Committee for approval.

3.4. For courses provided by or through the NATO CCD COE, individual course fees are to be waived for the participants sponsored by the CP.

3.5. The SO is to be posted to the NATO CCD COE. In addition, the SO serves as the main facilitator between the CP and the NATO CCD COE.

3.6. The specific projects to include the CP contribution should be determined in the NATO CCD COE's annual POW, subject to approval by the NATO CCD COE Steering Committee.

3.7. Ownership of the intellectual property generated within the framework of this TA is to be held and administered by the NATO CCD COE, unless otherwise agreed.

Security and Confidentiality

4.1. The CP acknowledges the security and confidentiality regulations and policies in place at the NATO CCD COE. The CP is responsible for ensuring that its personnel observe these regulations and policies.

4.2. Classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this TA is to be 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 revisions thereto, the TA Participants' national laws and regulations, and existing security agreements and arrangements. Non-classified NATO information is to be dealt with in accordance with C-M(2002)60 "Handling of Non-Classified NATO Information", dated 24 July 2002, in the respective authorised edition, including all supplements and revisions thereto.

4.3. For the CP, the above mentioned document versions in effect at the date of the signature of this TA apply. The NATO CCD COE informs the CP about any future supplements and revisions to these documents. In case of disagreement about the application of such supplements and revisions, the CP and the NATO CCD COE are to resolve the issue through consultations.

4.4. In the event of withdrawal from this TA, the NATO CCD COE discontinues the CP's access to the products and the services of the NATO CCD COE as described in this TA. The CP should take the necessary measures to ensure that the provisions relating to security, disclosure of information, and confidentiality remain in effect.

APPLICABILITY, Duration and Termination

5.1. This TA becomes effective upon the last signature hereto. This TA is to be concluded for an initial period of five years, which may be extended by the mutual written consent of the TA Participants. All TA Participants will apply the provisions of this TA from the date of the last signature. Any TA Participant may withdraw from the TA in writing giving at least six month notice to the other TA Participants. Withdrawal of any Participant will terminate the TA.

5.2. This TA may be revised at any time in writing by mutual consent of all TA Participants.

5.3. If one or more of the NATO CCD COE Sponsoring Nations decides to no longer participate in the NATO CCD COE, this will not affect the applicability of the TA between the remaining NATO CCD COE Sponsoring Nations and the CP. However, the remaining TA Participants should seek advice from the NATO CCD COE Director concerning the need to alter this TA.

FINAL PROVISIONS

6.1. Any new Sponsoring Nation of the NATO CCD COE should be informed about this TA before the Notes of Joining to the Memoranda of Understanding are signed. It is to be understood that by the virtue of joining the NATO CCD COE the new Sponsoring Nation accedes to this TA.

6.2. This TA does not constitute an international agreement and the TA Participants do not intend to create any rights or obligations under international law by virtue of this TA. They do not intend to cause a conflict between this TA and the relevant national laws or international law. Should such conflict nevertheless arise, the affected national or international law prevails over this TA. The TA Participant whose national laws or obligations under international law are affected should notify the other TA Participants in writing.

6.3. Any dispute regarding the interpretation or application of this TA is resolved only by consultation between the TA Participants involved and will not be referred to any national or international tribunal or third party for settlement.

This TA is to be signed in one original, in the English and French languages, both versions being equally valid. The original should be deposited with the Ministry of Defence of the Republic of Estonia which intends to provide certified copies to the NATO CCD COE Sponsoring Nations, HQ SACT and the CP.

THE FOREGOING REPRESENTS THE UNDERSTANDING REACHED BETWEEN THE TA PARTICIPANTS.

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Department of Communications, Climate Action and Environment of the Government of Ireland

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Republic of Estonia

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of Defence of the Kingdom of Belgium

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Republic of Bulgaria

Signature

Name

Appointment

Place/Date

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The Ministry of Defence of the Republic of Croatia

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the National Cyber and Information Security Agency of the Czech Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of Denmark

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister for the Armed Forces of the French Republic

Although recognizing that this TA states it does not create any rights or obligations under international law, France nevertheless abides by it and insists that the provisions of this TA be respected by all the Participants.

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

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

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of National Defence of the Hellenic Republic

Signature

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For the Ministry of Defence of Hungary

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For the Ministry of Defence of the Italian Republic

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For the Ministry of Defence of the Republic of Latvia

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For the Ministry of National Defence of the Republic of Lithuania

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For the Ministry of Defence of Montenegro

Signature

Name

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of Defence of the Kingdom of the Netherlands

Signature

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Kingdom of Norway

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of National Defence of the Portuguese Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of National Defence of the Republic of Poland

Signature

Name

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of National Defence of Romania

Signature

Name

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Republic of Slovenia

Signature

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Slovak Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of Defence of the Kingdom of Spain

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the General Staff of the Republic of Turkey

Signature

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

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

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Department of Communications, Climate Action and Environment of the Government of Ireland to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Department of Defense of the United States of America

Signature

Name

Appointment

Place/Date

TEHNIČNI DOGOVOR
MED
MINISTRSTVOM ZA KOMUNIKACIJE, PODNEBNE UKREPE IN OKOLJE VLADE REPUBLIKE
IRSKE
IN
MINISTRSTVOM ZA OBRAMBO REPUBLIKE ESTONIJE,
MINISTROM ZA OBRAMBO KRALJEVINE BELGIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE BOLGARIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE HRVAŠKE,
NACIONALNO AGENCIJO ZA KIBERNETSKO IN INFORMACIJSKO VARNOST REPUBLIKE
ČEŠKE,
MINISTRSTVOM ZA OBRAMBO DANSKE,
MINISTROM ZA OBRAMBO REPUBLIKE FRANCIJE,
ZVEZNIM MINISTRSTVOM ZA OBRAMBO ZVEZNE REPUBLIKE NEMČIJE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE GRČIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE MADŽARSKE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE ITALIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE LATVIJE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE LITVE,
MINISTRSTVOM ZA OBRAMBO ČRNE GORE,
MINISTROM ZA OBRAMBO KRALJEVINE NIZOZEMSKJE,
MINISTRSTVOM ZA OBRAMBO KRAJEVINE NORVEŠKE,
MINISTROM ZA NACIONALNO OBRAMBO REPUBLIKE POLJSKE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE PORTUGALSKE,
MINISTRSTVOM ZA OBRAMBO ROMUNIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVAŠKE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE,
MINISTROM ZA OBRAMBO KRALJEVINE ŠPANIJE,
GENERALŠTABOM REPUBLIKE TURČIJE,
MINISTRSTVOM ZA OBRAMBO ZDRUŽENEGA KRALJESTVA VELIKE BRITANIJE IN
SEVERNE IRSKE
IN
MINISTRSTVOM ZA OBRAMBO ZDRUŽENIH DRŽAV AMERIKE

O PRISPEVKU
MINISTRSTVA ZA KOMUNIKACIJE, PODNEBNE UKREPE IN OKOLJE VLADE REPUBLIKE
IRSKE
K DELOVANJU NATOVEGA CENTRA ODLIČNOSTI ZA SODELOVANJE PRI KIBERNETSKI
OBRAMBI

Ministrstvo za komunikacije, podnebne ukrepe in okolje Vlade Republike Irske
– v nadaljnjem besedilu "udeleženec, ki prispeva" ali "CP" –

UPOŠTEVAJOČ ustanovitev Natovega centra odličnosti za sodelovanje pri kibernetiski obrambi (NATO CCD COE) v Tallinnu, Republika Estonijain njegove aktivacije kot Mednarodne vojaške organizacije s strani Severnoatlantskega sveta Nata;

UPOŠTEVAJOČ podporo delovanja NATO CCD COE s prispevanjem delovanju in misiji NATO CCD COE tako, da zagotovi strokovna znanja iz področja kibernetiske obrambe;

V ŽELJI da se vzpostavijo dogovori, ki opredeljujejo pogoje za vzajemno koristno sodelovanje,

in

Ministrstvom za obrambo Republike Estonije,
Ministrom za obrambo Kraljevine Belgije,
Ministrstvom za obrambo Republike Bulgarije,
Ministrstvom za obrambo Republike Hrvaške,
Nacionalno agencijo za kibernetiko in informacijsko varnost Republike Češke,
Ministrstvom za obrambo Danske,
Ministrom za obrambo Republike Francije,
Zveznim ministrstvom za obrambo Zvezne republike Nemčije,
Ministrstvom za nacionalno obrambo Republike Grčije,
Ministrstvom za obrambo Republike Madžarske,
Ministrstvom za obrambo Republike Italije,
Ministrstvom za obrambo Republike Latvije,
Ministrstvom za nacionalno obrambo Republike Litve,
Ministrstvom za obrambo Črne gore,
Ministrom za obrambo Kraljevine Nizozemske,
Ministrstvom za obrambo Kraljevine Norveške,
Ministrom za nacionalno obrambo Republike Poljske,
Ministrsom za nacionalno obrambo Republike Portugalske,
Ministrstvom za obrambo Romunije,
Ministrstvom za obrambo Republike Slovaške,
Ministrstvom za obrambo Republike Slovenije,
Ministrom za obrambo Kraljevine Španije,
Generalštabom Republike Turčije,
Ministrstvom za obrambo Združenega kraljestva Velike Britanije in Severne Irske
in
Ministrstvom za obrambo Združenih držav Amerike

– v nadaljnjem besedilu "NATO CCD COE države sponzorke"

UPOŠTEVAJOČ, da, so NATO CCD COE države sponzorke, pripravljene sprejeti CP v NATO CCD COE v skladu z Memorandumom o razumevanju med Ministrstvom za obrambo Republike Estonije, Ministrom za obrambo Kraljevine Belgije, Ministrstvom za obrambo Republike Bulgarije, Ministrstvom za obrambo Republike Hrvaške, Nacionalno agencijo za kibernetiko in informacijsko varnost Republike Češke, Ministrstvom za obrambo Danske, Ministrom za obrambo Republike Francije, Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Grčije, Ministrstvom za obrambo Republike Madžarske, Ministrstvom za obrambo Republike Italije, Ministrstvom za obrambo Republike Latvije, Ministrstvom za nacionalno obrambo Republike Litve, Ministrstvom za obrambo Črne gore, Ministrom za obrambo Kraljevine Nizozemske, Ministrstvom za obrambo Kraljevine Norveške, Ministrom za nacionalno obrambo Republike Poljske, Ministrstvom za nacionalno obrambo Republike Portugalske, Ministrstvom za obrambo Romunije, Ministrstvom za obrambo Republike Slovaške, Ministrstvom za obrambo Republike Slovenije, Ministrom za obrambo Kraljevine Španije, Generalštabom Republike Turčije, Ministrstvom za obrambo Združenega kraljestva Velike Britanije in Severne Irske in Ministrstvom za obrambo Združenih držav Amerike

GLEDE ustanovitve, administracije in delovanja Nato CCD COE, z dne 14. maja 2008 in dopolnjenim 28. marca 2011 in 21. avgusta 2013 (NATO CCD COE Operation MOU), in ustrezne Nato politike;

POTRJUJOČ, da bi bil prispevek CP v podporo delovanju NATO CCD COE v skladu z Memorandumom o soglasju NATO CCD COE in ustreznimi Natovimi politikami, zato bi bil prispevek zelo dobrodošel;

OB UPOŠTEVANJU Sporazuma med državami pogodbenicami Severnoatlantske pogodbe in drugimi državami, ki sodelujejo v Partnerstvu za mir, o statusu njihovih sil (PzM SOFA), z dne 19. junija 1995 (PfP SOFA), Dodatnega protokola k PfP SOFA, z dne 19. junija 1995 in Nadaljnega dodatnega protokola k PfP SOFA, z dne 19. decembra 1997;

OB UPOŠTEVANJU Sporazuma med Republiko Estonijo in Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje, ki dopolnjuje Pariški protokol, veljaven z dne 22. avgusta 2013; in

OB UPOŠTEVANJU, da niso vsi udeleženci tega Tehničnega dogovora pogodbenice Nadaljnega dodatnega protokola k PfP SOFA,

so v obliki tega Tehničnega dogovora (v nadaljevanju "TA") za sodelovanje pri NATO CCD COE dosegli naslednje razumevanje:

PODROČJE UPORABE IN SPLOŠNO RAZUMEVANJE

CP priznava vsebino Memoranduma o soglasju med državami sponzorkami NATO CCD COE in Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje v zvezi s funkcionalnimi odnosi glede Natovega CCD COE, podpisanega 14. maja 2008 (MOU o funkcionalnem odnosu NATO CCD COE), in NATO NATO COE Operation MOU, želi biti CP v NATO CCD COE in v ta namen ponuja prispevek, podrobno opisan v oddelku II.

Države sponzorke NATO CCD COE priznavajo pomembnost prispevka CP v NATO CCD COE, izražajo pripravljenost, da Ministrstvo za komunikacije, podnebne ukrepe in okolje Vlade Republike Irske sprejmejo kot CP in si delijo produkte in storitve NATO CCD COE, ustvarjene ali izboljšane s kapitalizacijo tega prispevka, ob upoštevanju določb oddelka III.

CP in NATO CCD COE države sponzorke (vsak "udeleženec TA" in skupaj imenovani "udeleženci TA") potrjujejo svoje razumevanje, da je področje uporabe tega dogovora omejeno na sodelovanje v zvezi z NATO CCD COE.

CP in estonski udeleženec TA lahko kot država nosilka NATO CCD COE skleneta dvostranske dogovore v zvezi z vsemi vprašanji, ki izhajajo iz sodelovanja na podlagi tega TA ali vplivajo nanj. O takšnih dvostranskih dogovorih se obvesti tudi druge udeležence. Ti dogovori ne morejo vključevati izjav, ki niso v skladu s tem TA.

Udeleženci TA lahko po potrebi medsebojno ali posamično sklenejo dogovore z drugimi vladnimi ali nevladnimi organizacijami, institucijami ali subjekti, da omogočijo ali povečajo uspešnost in učinkovitost njihovega sodelovanja.

PRISPEVEK

2.1. CP prispeva k poslanstvu NATO CCD COE z zagotavljanjem ene ali dveh oseb (v nadaljnjem besedilu "SO"), civilne ali vojaške osebe, ki jo CP imenuje osebju NATO CCD COE. Za vse nastale stroške je odgovoren CP. SO opravlja naloge, povezane z dogovorjenimi projekti in storitvami v skladu z odstavkom 3.6. Začetno napotitveno obdobje je pet let, ki se lahko podaljša v skladu z odstavkom 5.1.

2.2. Poleg tega CP med trajanjem TA prispeva znesek 23 000 EUR na SO letno, kar se lahko proporcionalno poračuna, če obdobje prispevanja CP ne traja celotno koledarsko leto. Prispevek CP bo evidentiran in obračunan kot prihodek v proračunu NATO CCD COE. Spremembe plačila na prebivalca se lahko spremenijo, če jih odobri usmerjevalni odbor NATO CCD COE, in lahko vplivajo na letni prispevek CP, v primeru podaljšanja tega TA.

2.3. Države sponzorke CCD COE potrjujejo, da bodo v skladu z veljavnimi NATO pravili in politikami SO dodeljene naloge samo v korist NATO COE COE.

SKUPNI PRODUKTI IN STORITVE

3.1. Prispevek CP naj bi bil namenjen ustvarjanju ali izboljšanju produktov in storitev NATO CCD COE.

3.2. NATO CCD COE deli produkte in storitve iz oddelka I s CP v skladu z veljavnimi varnostnimi predpisi NATO. SO, ki je napoten na delo v NATO CCD COE in CP, lahko dostopata le do Nato informacij (Nato Unclassified do Nato Secret), ki so bile posebej odobrene za objavo na Irskem ali v državah Partnerstva za mir (PfP). Udeleženci TA razumejo, da NATO CCD COE omenjene produkte po zaključku deli z vsemi udeleženci TA in da lahko po potrebi deli tudi njihove osnutke. Poleg tega lahko CP deli izdelke NATO CCD COE, ki izhajajo iz sodelovanja iz tega TA, kot je primerno in v skladu s pravicami intelektualne lastnine.

3.3. Če ima CP predloge za program dela (v nadaljnjem besedilu „PD“), lahko takšne predloge predloži direktorju NATO CCD COE. Direktor NATO CCD COE predstavi takšne predloge usmerjevalnemu odboru NATO CCD COE v odobritev.

3.4. Tečaji, ki jih izvaja ali zagotavlja NATO CCD COE udeležencem, ki jih sponzorira CP, so brezplačni.

3.5. SO se napoti na delo v NATO CCD COE. Poleg tega je SO glavni koordinator med CP in NATO CCD COE.

3.6. Konkretni projekti, ki bodo vključevali prispevek CP, bi morali biti določeni v letnem PD NATO COE COE, ki ga odobri usmerjevalni odbor NATO CCD COE.

3.7. Lastništvo nad intelektualno lastnino, ki je ustvarjena v okviru tega TA, ima in upravlja NATO CCD COE, razen če ni drugače dogovorjeno.

VARNOST IN ZAUPNOST

4.1. CP priznava predpise in politike o varnosti in zaupnosti, ki veljajo v NATO CCD COE. CP je odgovoren za to, da njegovo osebje spoštuje te predpise in politike.

4.2. Tajni podatki, ki so hranjeni, obdelani, ustvarjeni, posredovani ali izmenjani na podlagi tega TA, je treba obravnavati v skladu s CM (2002) 49 "Varnost v okviru Organizacije Severnoatlantske pogodbe" z dne 17. junija 2002 v pooblaščenih izdaji, vključno z vsemi dodatki in njihovimi revizijami, nacionalnimi zakoni in predpisi udeležencev TA ter obstoječimi sporazumi in dogovori o varnosti. S podatki brez stopnje tajnosti Nata je treba ravnati v skladu s C-M (2002) 60 "Ravnanje s podatki brez stopnje tajnosti Nata" z dne 24. julija 2002 v ustrezni pooblaščenih izdaji, vključno z vsemi dodatki in njihovimi revizijami.

4.3. Za CP veljajo zgoraj omenjene verzije dokumentov, veljavne na dan podpisa tega TA. NATO CCD COE obvesti CP o vseh prihodnjih dopolnitvah in popravkih teh dokumentov. V primeru nesoglasja glede uporabe takšnih dodatkov in revizij, CP in NATO CCD COE to rešita s posvetovanji.

4.4. V primeru odstopa CP od tega TA, Nato CCD COE ustavi dostop CP do produktov in storitev NATO CCD COE, kot je opisano v tem TA. CP mora sprejeti potrebne ukrepe za zagotovitev, da določbe v zvezi z varnostjo, razkritjem podatkov in zaupnostjo ostanejo v veljavi.

UPORABNOST, TRAJANJE IN PRENEHANJE

5.1. Ta TA začne veljati z datumom zadnjega podpisa. Ta TA se sklene za začetno obdobje petih let, ki se lahko podaljša z medsebojnim pisnim soglasjem udeležencev TA. Vsi udeleženci TA bodo uporabljali njegove določbe od datuma zadnjega podpisa dalje. Vsak udeleženelec TA se lahko pisno odpove TA, tako da o tem vsaj šest mesecev pred odpovedjo obvesti druge udeležence TA. Z odpovedjo katerega koli udeleženca bo TA prekinjen.

5.2. Ta TA se lahko kadarkoli pisno revidira, če obstaja medsebojno soglasje vseh udeležencev TA.

5.3. Če se eden ali več držav sponzork Nato CCD COE odloči, da ne bo več sodeloval v Nato CCD COE, to ne vpliva na veljavnost TA med preostalimi državami sponzorkami Nato CCD COE in CP. Preostali udeleženci TA pa morajo poiskati nasvet pri direktorju Nato CCD COE, glede potrebe po spremembi tega TA.

KONČNE DOLOČBE

6.1. Vsako novo državo sponzorko Natovega CCD COE je treba obvestiti o tem TA pred podpisom note o pristopu k memorandumom o soglasju. Razumeva se, da s pridružitvijo Nato CCD COE nova država sponzorka pristopi tudi k temu TA.

6.2. Ta TA ne predstavlja mednarodnega sporazuma in udeleženci TA na tej podlagi ne nameravajo ustvariti nobenih pravic ali obveznosti po mednarodnem pravu. Prav tako ne nameravajo povzročiti navzkrižja med tem TA in nacionalnimi zakoni ali mednarodnim pravom. Če kljub temu pride do navzkrižja, nacionalno ali mednarodno pravo prevlada nad tem TA. Udeleženec TA, na katerega nacionalno zakonodajo ali obveznosti po mednarodnem pravu določbe tega TA vplivajo, mora o tem pisno obvestiti druge udeležence tehnične pomoči.

6.3. Vsak spor glede razlage ali uporabe tega TA se rešuje le na podlagi posvetovanj med udeleženci TA, brez predložitve v reševanje nacionalnemu ali mednarodnemu sodišču ali tretji strani v poravnavo.

Ta TA je podpisan v enem izvorniku v angleškem in francoskem jeziku, pri čemer sta obe različici enako veljavni. Izvirnik je treba deponirati pri Ministrstvu za obrambo Republike Estonije, ki overjene kopije posreduje državam sponzorkam Natovega CCD COE, Poveljstvu vrhovnega zavezniškega poveljnika za transformacijo in CP.

NAVEDENO PREDSTAVLJA DOSEŽEN DOGOVOR MED UDELEŽENCI TA.

V NADALJEVANJU PODPISNI LISTI DRŽAV OZ. UDELEŽENCEV TA.

TECHNICAL ARRANGEMENT
AMONG
THE MINISTRY OF DEFENSE OF JAPAN
AND
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ESTONIA,
THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM,
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA,
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA,
THE NATIONAL CYBER AND INFORMATION SECURITY AGENCY OF
THE CZECH REPUBLIC,
THE MINISTRY OF DEFENCE OF DENMARK
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 MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA,
THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA,
THE MINISTRY OF DEFENCE OF MONTENEGRO,
THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS,
THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY,
THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND,
THE MINISTER OF NATIONAL DEFENCE OF THE PORTUGUESE REPUBLIC,
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 MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN,
THE GENERAL STAFF OF THE REPUBLIC OF TURKEY,
THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM,
AND
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

REGARDING THE CONTRIBUTIONS OF

THE MINISTRY OF DEFENSE OF JAPAN

TO THE OPERATION OF THE NATO COOPERATIVE CYBER DEFENCE Centre of Excellence

The Ministry of Defense of Japan

– hereinafter referred to as the “Contributing Participant” or “CP” –

NOTING the establishment of the NATO Cooperative Cyber Defence Centre of Excellence (NATO CCD COE) in Tallinn, Republic of Estonia, and the activation thereof as an International Military Organisation by the North Atlantic Council of NATO;

CONSIDERING supporting the operation of the NATO CCD COE by contributing to the mission of the NATO CCD COE to provide subject matter expertise in the field of cyber defence; and

DESIRING to establish the arrangements to set out the terms and conditions for a mutually beneficial cooperation,

and

The Ministry of Defence of the Republic of Estonia,
The Minister of Defence of the Kingdom of Belgium,
The Ministry of Defence of the Republic of Bulgaria,
The Ministry of Defence of the Republic of Croatia,
The National Cyber and Information Security Agency of the Czech Republic,
The Ministry of Defence of Denmark,
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 Ministry of Defence of the Republic of Latvia,
The Ministry of National Defence of the Republic of Lithuania,
The Ministry of Defence of Montenegro,
The Minister of Defence of the Kingdom of the Netherlands,
The Ministry of Defence of the Kingdom of Norway
The Minister of National Defence of the Republic of Poland,
The Minister of National Defence of the Portuguese Republic,
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 Minister of Defence of the Kingdom of Spain,
The General Staff of the Republic of Turkey,
The Ministry of Defence of the United Kingdom, and
The Department of Defense of the United States of America

– hereinafter referred to as the “NATO CCD COE Sponsoring Nations”

CONSIDERING that, as the NATO CCD COE Sponsoring Nations, they are ready to welcome the CP to the NATO CCD COE in accordance with the Memorandum of Understanding among the Ministry of Defence of the Republic of Estonia, the Minister of Defence of the Kingdom of Belgium, the Ministry of Defence of the Republic of Bulgaria, the Ministry of Defence of the Republic of Croatia, the National Cyber and Information Security Agency of the Czech Republic, the Ministry of Defence of Denmark, 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 Ministry of Defence of the Republic of Latvia, the Ministry of National Defence of the Republic of Lithuania, the Ministry of Defence of Montenegro, the Minister of Defence of the Kingdom of the Netherlands, the Ministry of Defence of the Kingdom of Norway, the Minister of National Defence of the Republic of Poland, the Minister of National Defence of the Portuguese Republic, 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 Minister of Defence of the Kingdom of Spain, the General Staff of the Republic of Turkey, the Ministry of Defence of the United Kingdom and the Department of Defense of the United States of America concerning the Establishment, Administration and Operation of The NATO Cooperative Cyber Defence Centre of Excellence, signed on 14 May 2008 and amended on 28 March 2011 and on 21 August 2013 (NATO CCD COE Operation MOU), and relevant NATO policies;

CONFIRMING that a contribution by the CP in support of the operation of the NATO CCD COE would conform with the NATO CCD COE Operation MOU and relevant NATO policies and for that reason would be most welcome;

CONSIDERING the Agreement between the Government of Japan and the North Atlantic Treaty Organisation on the Security of Information and Material, done at Brussels on 25 June 2010 (hereinafter referred to as the “Japan-NATO Information Security Agreement”);

CONSIDERING the Agreement between the Republic of Estonia and the Supreme Headquarters Allied Powers Europe and Headquarters, Supreme Allied Commander Transformation to Supplement the Paris Protocol, effective on 22 August 2013 (hereinafter referred to as the “Paris Protocol Supplementary Agreement”);

have reached the following recognition in the form of this Technical Arrangement (hereinafter referred to as the “TA”) for their cooperation at the NATO CCD COE:

1. SCOPE AND GENERAL RECOGNITION

1.1. The CP, acknowledging the content of the Memorandum of Understanding between the NATO CCD COE Sponsoring Nations and the Headquarters, Supreme Allied Commander Transformation concerning the Functional Relationship regarding the NATO CCD COE (NATO CCD COE Functional Relationship MOU), signed on 14 May 2008, and the NATO CCD COE Operation MOU, desires to be a CP to the NATO CCD COE and offers, for that purpose, the contribution detailed in Section 2.

1.2. The NATO CCD COE Sponsoring Nations, recognising the value of the contribution offered by the CP to the NATO CCD COE, express their willingness to accept the Ministry of Defense of Japan as a CP and to share the products and services of the NATO CCD COE created or enhanced by capitalising on this contribution, subject to the matters described in Section 3.

1.3. The CP and the NATO CCD COE Sponsoring Nations (each a “TA Participant” and collectively referred to as the “TA Participants”) confirm their recognition that the scope of this TA is limited to the cooperation with respect to the NATO CCD COE.

1.4. The CP and the Estonian TA Participant as the Framework Nation of the NATO CCD COE may make bilateral arrangements concerning any issues arising out of, or affecting, the cooperation based upon this TA. They should inform the other TA Participants of such bilateral arrangements. These arrangements can not include statements which are not consistent with this TA.

1.5. As appropriate, the TA Participants may mutually or individually make arrangements with other governmental or non-governmental organisations, institutions or entities to enable or enhance the effectiveness and efficiency of their cooperation.

2. CONTRIBUTION

2.1. The CP contributes to the mission of the NATO CCD COE by providing one staff officer appointed by the CP (hereinafter referred to as the "SO") to the staff of the NATO CCD COE. The SO will be working on existing CCD COE infrastructure, including the NATO communication and information systems.

2.2. All arising costs are the responsibility of the CP, including salaries, allowances and national support requirements, per diem (lodging, meals and incidental costs) associated with work-related travel; costs related to the posting of personnel to the NATO CCD COE; costs associated with fulfilment of national duties during the posting; costs of ensuring health care insurance for their personnel or other appropriate arrangement/coverage, in accordance with its applicable national laws and regulations. The SO is only assigned to tasks related to the agreed projects and services in accordance with Section 3.6. The initial contribution period of the CP is three years and may be extended in accordance with Section 5.1.

2.3. Furthermore, for the duration of this TA, the CP contributes an amount of 23 000 Euro per SO annually within CP's limit of budgetary appropriations, which may be prorated if the CP contribution period is not to be for a complete calendar year. This CP's contribution is to be recorded and accounted for as revenue in the NATO CCD COE budget. Changes in the per capita payment may occur when approved by the NATO CCD COE Steering Committee, and may effect on the CP's annual contribution upon renewal of this TA.

2.4. The NATO CCD COE Sponsoring Nations confirm that, subject to the applicable NATO regulations and policies, the SO should only be assigned to tasks for the benefit of the NATO CCD COE.

3. SHARED PRODUCTS AND Services

3.1. The CP's contribution is for the purpose of creating or enhancing the NATO CCD COE's products and services.

3.2. The NATO CCD COE shares the products and services mentioned in Section 3.1 with the CP, in accordance with existing NATO security regulations. The TA Participants understand that the NATO CCD COE shares the said products with all TA Participants upon completion and may share any drafts thereof, as appropriate. Additionally, the CP may share the NATO CCD COE's products resulting out of this TA, as appropriate.

3.3. If the CP has suggestions for the Programme of Work (hereinafter referred as the "POW"), it may make such suggestions to the NATO CCD COE Director. The NATO CCD COE Director should present such items to the NATO CCD COE Steering Committee for approval.

3.4. For courses provided by or through the NATO CCD COE, individual course fees are waived for Japanese participants sponsored by the CP.

3.5. The SO is posted to the NATO CCD COE. In addition, the SO serves as the main facilitator for the relationship between the CP and the NATO CCD COE.

3.6. The specific projects to include the CP contribution should be determined in the NATO CCD COE's annual POW subject to approval by the NATO CCD COE Steering Committee.

3.7. Ownership of the intellectual property generated within the framework of this TA is held and administered by the NATO CCD COE, unless otherwise agreed.

4. Security and Confidentiality

4.1. The CP acknowledges the security and confidentiality regulations and policies in place at the NATO CCD COE. The CP is responsible for ensuring that its personnel observe these regulations and policies.

4.2. The CP ensures the SO will be cleared to NATO SECRET level before arrival.

4.3. Access of the SO to the activities, information and areas of the NATO CCD COE is regulated by the existing NATO security regulations. In case of doubt regarding such access, the decision to grant access to the SO is made by the Director of the NATO CCD COE. The SO posted to the NATO CCD COE and the CP only have permission to access NATO non-classified information, which has specifically been authorised for release to Japan by the information originator or by the NATO CCD COE Director. The SO posted to the NATO CCD COE and the CP do not have permission to access NATO classified information, unless the NATO classified information has undergone the formal release procedures.

4.4. NATO classified information and national classified information releasable to NATO that is stored, handled, generated, transmitted or exchanged as a result of the execution of this TA 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 revisions thereto, the TA Participants' national laws and regulations, and existing security agreements and arrangements. Non-classified NATO information is dealt with in accordance with C-M(2002)60 "Handling of Non-Classified NATO Information", dated 24 July 2002, in the respective authorised edition, including all supplements and revisions thereto.

4.5. The above mentioned document versions apply in accordance with the Japan-NATO Information Security Agreement. The NATO CCD COE informs the CP about any future supplements and revisions to these documents. In case of controversy about the application of such supplements and revisions, the CP and the NATO CCD COE solve the issue through consultations.

4.6. In the event of withdrawal from this TA, the NATO CCD COE discontinues the CP's access to the products and the services of the NATO CCD COE as described in this TA. The CP should take the necessary measures to ensure that the matters relating to security, disclosure of information, and confidentiality remain in effect.

5. APPLICABILITY, Duration and DISCONTINUANCE

5.1. This TA is made for an initial contribution period of three years which may be extended by the mutual written consent of the TA Participants. All TA Participants will apply the provisions of this TA from the date of the last signature. Any TA Participant may withdraw from the TA in writing giving at least six month notice to the other TA Participants. Withdrawal of any Participant will terminate the TA.

5.2. This TA may be revised at any time in writing by mutual consent of all TA Participants.

5.3. If one or more of the NATO CCD COE Sponsoring Nations decides to no longer participate in the NATO CCD COE, this will not affect the applicability of the present TA between the remaining NATO CCD COE Sponsoring Nations and the CP. However, the remaining TA Participants should seek advice from the NATO CCD COE Director concerning the need to alter this TA.

6. FINAL SECTION

6.1. Any new Sponsoring Nation of the NATO CCD COE should be informed about this TA before the Notes of Joining to the Memoranda of Understanding are signed. It is understood that by the virtue of the joining the NATO CCD COE the new Sponsoring Nation accedes to this TA.

6.2. This TA does not constitute an international agreement and the TA Participants do not intend to create any rights or obligations under international law by virtue of this TA. They do not intend to cause a conflict between this TA and the relevant national laws and regulations or international law. Should such conflict nevertheless arise, the affected national laws and regulations or international law prevails over this TA. The TA Participant whose national laws and regulations or obligations under international law are affected should notify the other TA Participants in writing.

6.3. Any dispute regarding the interpretation or application of this TA is resolved only by consultation between the TA Participants involved and will not be referred to any national or international tribunal or third party for settlement.

This TA is signed in one original, in the English and French languages, both versions being equally valid. The original should be deposited with the Ministry of Defence of the Republic of Estonia which intends to provide certified copies to the NATO CCD COE Sponsoring Nations, HQ SACT and the CP.

THE FOREGOING REPRESENTS THE RECOGNITION REACHED BETWEEN THE TA PARTICIPANTS.

For the Ministry of Defense of Japan

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Republic of Estonia

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of Defence of the Kingdom of Belgium

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Republic of Bulgaria

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

The Ministry of Defence of the Republic of Croatia

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the National Cyber and Information Security Agency of the Czech Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of Denmark

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister for the Armed Forces of the French Republic

Although recognizing that this TA states it does not create any rights or obligations under international law, France nevertheless abides by it and insists that the provisions of this TA be respected by all the Participants.

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

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

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of National Defence of the Hellenic Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of Hungary

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Italian Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Republic of Latvia

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of National Defence of the Republic of Lithuania

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of Montenegro

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of Defence of the Kingdom of the Netherlands

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Kingdom of Norway

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of National Defence of the Portuguese Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of National Defence of the Republic of Poland

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of National Defence of Romania

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Republic of Slovenia

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Slovak Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of Defence of the Kingdom of Spain

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the General Staff of the Republic of Turkey

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

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

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the Ministry of Defense of Japan to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Department of Defense of the United States of America

Signature

Name

Appointment

Place/Date

TEHNIČNI DOGOVOR
MED
MINISTRSTVOM ZA OBRAMBO JAPONSKE
IN
MINISTRSTVOM ZA OBRAMBO REPUBLIKE ESTONIJE,
MINISTROM ZA OBRAMBO KRALJEVINE BELGIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE BOLGARIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE HRVAŠKE,
NACIONALNO AGENCIJO ZA KIBERNETSKO IN INFORMACIJSKO VARNOST REPUBLIKE
ČEŠKE,
MINISTRSTVOM ZA OBRAMBO DANSKE,
MINISTROM ZA OBRAMBO REPUBLIKE FRANCIJE,
ZVEZNIM MINISTRSTVOM ZA OBRAMBO ZVEZNE REPUBLIKE NEMČIJE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE GRČIJE,
MINISTRSTVOM ZA OBRAMBO MADŽARSKE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE ITALIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE LATVIJE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE LITVE,
MINISTRSTVOM ZA OBRAMBO ČRNE GORE,
MINISTROM ZA OBRAMBO KRALJEVINE NIZOZEMSKO,
MINISTRSTVOM ZA OBRAMBO KRAJEVINE NORVEŠKE,
MINISTROM ZA NACIONALNO OBRAMBO REPUBLIKE POLJSKE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE PORTUGALSKE,
MINISTRSTVOM ZA OBRAMBO ROMUNIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVAŠKE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE,
MINISTROM ZA OBRAMBO KRALJEVINE ŠPANIJE,
GENERALŠTABOM REPUBLIKE TURČIJE,
MINISTRSTVOM ZA OBRAMBO ZDRUŽENEGA KRALJESTVA VELIKE BRITANIJE IN
SEVERNE IRSKE
IN
MINISTRSTVOM ZA OBRAMBO ZDRUŽENIH DRŽAV AMERIKE

O PRISPEVKU

MINISTRSTVA ZA OBRAMBO JAPONSKE

K DELOVANJU NATOVEGA CENTRA ODLIČNOSTI ZA SODELOVANJE PRI KIBERNETSKI
OBRAMBI

Ministrstvo za obrambo Japonske

– v nadaljnjem besedilu "udeleženec, ki prispeva" ali "CP" –

UPOŠTEVAJOČ ustanovitev Natovega centra odličnosti za sodelovanje pri kibernetiski obrambi (NATO CCD COE) v Talinu, Republika Estonija in njegove aktivacije kot Mednarodne vojaške organizacije s strani Severnoatlantskega sveta Nata;

UPOŠTEVAJOČ podporo delovanja NATO CCD COE s prispevanjem delovanju in misiji NATO CCD COE tako, da zagotovi strokovna znanja iz področja kibernetiske obrambe;

V ŽELJI da se vzpostavijo dogovori, ki opredeljujejo pogoje za vzajemno koristno sodelovanje,

in

Ministrstvom za obrambo Republike Estonije,
Ministrom za obrambo Kraljevine Belgije,
Ministrstvom za obrambo Republike Bolgarije,
Ministrstvom za obrambo Republike Hrvaške,
Nacionalno agencijo za kibernetiko in informacijsko varnost Republike Češke,
Ministrstvom za obrambo Danske,
Ministrom za obrambo Republike Francije,
Zveznim ministrstvom za obrambo Zvezne republike Nemčije,
Ministrstvom za nacionalno obrambo Republike Grčije,
Ministrstvom za obrambo Madžarske,
Ministrstvom za obrambo Republike Italije,
Ministrstvom za obrambo Republike Latvije,
Ministrstvom za nacionalno obrambo Republike Litve,
Ministrstvom za obrambo Črne gore,
Ministrom za obrambo Kraljevine Nizozemske,
Ministrstvom za obrambo Kraljevine Norveške,
Ministrom za nacionalno obrambo Republike Poljske,
Ministrom za nacionalno obrambo Republike Portugalske,
Ministrstvom za obrambo Romunije,
Ministrstvom za obrambo Republike Slovaške,
Ministrstvom za obrambo Republike Slovenije,
Ministrom za obrambo Kraljevine Španije,
Generalštabom Republike Turčije,
Ministrstvom za obrambo Združenega kraljestva, in
Ministrstvom za obrambo Združenih držav Amerike

– v nadaljnjem besedilu "NATO CCD COE države sponzorke"

UPOŠTEVAJOČ, da so NATO CCD COE države sponzorke, pripravljene sprejeti CP v NATO CCD COE v skladu z Memorandumom o razumevanju med Ministrstvom za obrambo Republike Estonije, Ministrom za obrambo Kraljevine Belgije, Ministrstvom za obrambo Republike Bolgarije, Ministrstvom za obrambo Republike Hrvaške, Nacionalno agencijo za kibernetiko in informacijsko varnost Republike Češke, Ministrstvom za obrambo Danske, Ministrom za obrambo Republike Francije, Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Grčije, Ministrstvom za obrambo Madžarske, Ministrstvom za obrambo Republike Italije, Ministrstvom za obrambo Republike Latvije, Ministrstvom za nacionalno obrambo Republike Litve, Ministrstvom za obrambo Črne gore, Ministrom za obrambo Kraljevine Nizozemske, Ministrstvom za obrambo Kraljevine Norveške, Ministrom za nacionalno obrambo Republike Poljske, Ministrstvom za nacionalno obrambo Republike Portugalske, Ministrstvom za obrambo Romunije, Ministrstvom za obrambo Republike Slovaške, Ministrstvom za obrambo Republike Slovenije, Ministrom za obrambo Kraljevine Španije, Generalštabom Republike Turčije, Ministrstvom za obrambo Združenega kraljestva in Ministrstvom za obrambo Združenih držav Amerike

POTRJUJOČ, da bi bil prispevek CP v podporo delovanju NATO CCD COE v skladu z Memorandumom o soglasju NATO CCD COE in ustreznimi Natovimi politikami, zato bi bil prispevek zelo dobrodošel;

OB UPOŠTEVANJU Sporazuma med vlado Japonske in Organizacijo Severnoatlantske pogodbe o varnosti podatkov in gradiv, podpisan v Bruslju dne 25. junija 2010 (v nadaljnjem besedilu "Sporazum o varnosti podatkov med Japonsko in Natom");

OB UPOŠTEVANJU Sporazuma med Republiko Estonijo, Poveljstvom vrhovnega zavezniškega poveljnika za Evropo in Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje, ki dopolnjuje Pariški protokol, veljaven z dne 22. avgusta 2013 (v nadaljnjem besedilu "dodatni sporazum k Pariškemu protokolu");

so v obliki tega Tehničnega dogovora (v nadaljevanju "TA") za sodelovanje pri NATO CCD COE dosegli naslednje razumevanje:

1. PODROČJE UPORABE IN SPLOŠNO RAZUMEVANJE

1.1 CP priznava vsebino Memoranduma o soglasju med državami sponzorkami NATO CCD COE in Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje v zvezi s funkcionalnimi odnosi glede Natovega CCD COE, podpisanega 14. maja 2008 (MOU o funkcionalnem odnosu NATO CCD COE), in NATO COE operativni MOU, želi biti CP v NATO CCD COE in v ta namen ponuja prispevek, podrobno opisan v oddelku II.

1.2 Države sponzorke NATO CCD COE priznavajo pomembnost prispevka CP v NATO CCD COE, izražajo pripravljenost, da Ministrstvo za obrambo Japonske sprejmejo kot CP in si delijo produkte in storitve NATO CCD COE, ustvarjene ali izboljšane s kapitalizacijo tega prispevka, ob upoštevanju določb oddelka III.

1.3. CP in NATO CCD COE države sponzorke (vsak "udeleženec TA" in skupaj imenovani "udeleženci TA") potrjujejo svoje razumevanje, da je področje uporabe tega dogovora omejeno na sodelovanje v zvezi z NATO CCD COE.

1.4. CP in estonski udeleženec TA lahko kot država nosilka NATO CCD COE skleneta dvostranske dogovore v zvezi z vsemi vprašanji, ki izhajajo iz sodelovanja na podlagi tega TA ali

vplivajo nanj. O takšnih dvostranskih dogovorih se obvesti tudi druge udeležence. Ti dogovori ne morejo vključevati izjav, ki niso v skladu s tem TA.

1.5. Udeleženci TA lahko po potrebi medsebojno ali posamično sklenejo dogovore z drugimi vladnimi ali nevladnimi organizacijami, institucijami ali subjekti, da omogočijo ali povečajo uspešnost in učinkovitost njihovega sodelovanja.

2. PRISPEVEK

2.1. CP prispeva k poslanstvu NATO CCD COE z zagotavljanjem enega štabnega častnika (v nadaljnjem besedilu "SO") osebju NATO CCD COE. SO bo delal na obstoječi CCD COE infrastrukturi, vključno z Natovimi komunikacijskimi in informacijskimi sistemi.

2.2. Za vse nastale stroške je odgovoren CP, vključno s plačami, dnevnicami in zahtevami nacionalne podpore, nastanitveni stroški (prenočišča, obroki in dodatni stroški) povezani s službenim potovanjem; stroški povezani z napotitvijo osebja k NATO CCD COE; stroški povezani z izpolnjevanem nacionalnih obveznosti med napotitvijo; stroški zagotavljanja zdravstvenega zavarovanja za osebje ali druge primerne dogovore/kritje, v skladu z veljavnimi nacionalnimi zakoni in predpisi. SO opravlja naloge, povezane z dogovorjenimi projekti in storitvami v skladu z odstavkom 3.6. Začetno napotitveno obdobje je pet let, ki se lahko podaljša v skladu z odstavkom 5.1.

2.3. Poleg tega CP med trajanjem TA prispeva znesek 23 000 EUR na SO letno, kar se lahko proporcionalno poračuna, če obdobje prispevanja CP ne traja celotno koledarsko leto. Prispevek CP bo evidentiran in obračunan kot prihodek v proračunu NATO CCD COE. Spremembe plačila na prebivalca se lahko spremenijo, če jih odobri usmerjevalni odbor NATO CCD COE, in lahko vplivajo na letni prispevek CP, v primeru podaljšanja tega TA.

2.4. Države sponzorke CCD COE potrjujejo, da bodo v skladu z veljavnimi NATO pravili in politikami SO dodeljene naloge samo v korist NATO CCD COE.

3. SKUPNI PRODUKTI IN STORITVE

3.1. Prispevek CP naj bi bil namenjen ustvarjanju ali izboljšanju produktov in storitev NATO CCD COE.

3.2. NATO CCD COE deli produkte in storitve iz oddelka 3.1 s CP v skladu z veljavnimi varnostnimi predpisi NATO. Udeleženci TA razumejo, da NATO CCD COE omenjene produkte po zaključku deli z vsemi udeleženci TA in da lahko po potrebi deli tudi njihove osnutke. Poleg tega lahko CP deli izdelke NATO CCD COE, ki izhajajo iz sodelovanja tega TA, kot je primerno in v skladu s pravicami intelektualne lastnine.

3.3. Če ima CP predloge za program dela (v nadaljnjem besedilu „PD“), lahko takšne predloge predloži direktorju NATO CCD COE. Direktor NATO CCD COE predstavi takšne predloge usmerjevalnemu odboru NATO CCD COE v odobritev.

3.4. Tečaji, ki jih izvaja ali zagotavlja NATO CCD COE udeležencem, ki jih sponzorira CP, so brezplačni.

3.5. SO se napoti na delo v NATO CCD COE. Poleg tega je SO glavni koordinator med CP in NATO CCD COE.

3.6. Konkretni projekti, ki bodo vključevali prispevek CP, bi morali biti določeni v letnem PD NATO CCD COE, ki ga odobri usmerjevalni odbor NATO CCD COE.

3.7. Lastništvo nad intelektualno lastnino, ki je ustvarjena v okviru tega TA, ima in upravlja NATO CCD COE, razen če ni drugače dogovorjeno.

4, VARNOST IN ZAUPNOST

4.1. CP priznava predpise in politike o varnosti in zaupnosti, ki veljajo v NATO CCD COE. CP je odgovoren za to, da njegovo osebje spoštuje te predpise in politike.

4.2. CP zagotovi, da ima SO pred prihodom dostop do tajnih podatkov stopnje tajnosti NATO SECRET.

4.3. Dostop SO do aktivnosti, informacij in področij centra odličnosti urejajo obstoječi Natovi varnostni predpisi. V primeru dvoma glede tovrstnega dostopa, odločitev o dostopu SO sprejme direktor NATO CCD COE. SO in CP imata dovoljenje za dostop do Natovih podatkov brez stopnje tajnosti, ki so bile posebej pooblašene za izdajo Japonski s strani izvirnika informacije ali direktorja NATO CCD COE. SO napoten v NATO CCD COE in CP nimata dovoljenja za dostop do podatkov stopnje tajnosti Nata, razen če je Natov podatek prešel skozi formalne postopke umika tajnosti.

4.4. Tajni podatki, ki so hranjeni, obdelani, ustvarjeni, posredovani ali izmenjani na podlagi tega TA, je treba obravnavati v skladu s CM (2002) 49 "Varnost v okviru Organizacije Severnoatlantske pogodbe" z dne 17. junija 2002 v pooblašeni izdaji, vključno z vsemi dodatki in njihovimi revizijami, nacionalnimi zakoni in predpisi udeležencev TA ter obstoječimi sporazumi in dogovori o varnosti. S podatki brez stopnje tajnosti Nata je treba ravnati v skladu s C-M (2002) 60 "Ravnanje s podatki brez stopnje tajnosti Nata" z dne 24. julija 2002 v ustrezni pooblašeni izdaji, vključno z vsemi dodatki in njihovimi revizijami.

4.5. Za CP veljajo zgoraj omenjene verzije dokumentov v skladu s Sporazumom o varnosti podatkov med Japonsko in Natom. NATO CCD COE obvesti CP o vseh prihodnjih dopolnitvah in popravkih teh dokumentov. V primeru nesoglasja glede uporabe takšnih dodatkov in revizij, CP in NATO CCD COE to rešita s posvetovanji.

4.6. V primeru odstopa CP od tega TA, Nato CCD COE ustavi dostop CP do produktov in storitev NATO CCD COE, kot je opisano v tem TA. CP mora sprejeti potrebne ukrepe za zagotovitev, da določbe v zvezi z varnostjo, razkritjem podatkov in zaupnostjo ostanejo v veljavi.

5. UPORABNOST, TRAJANJE IN PRENEHANJE

5.1. Ta TA se sklene za začetno obdobje treh let, ki se lahko podaljša z medsebojnim pisnim soglasjem udeležencev TA. Vsi udeleženci TA bodo uporabljali njegove določbe od datuma zadnjega podpisa dalje. Vsak udeleženec TA se lahko pisno odpove TA, tako da o tem vsaj šest mesecev pred odpovedjo obvesti druge udeležence TA. Z odpovedjo katerega koli udeleženca bo TA prekinjen.

5.2. Ta TA se lahko kadarkoli pisno revidira, če obstaja medsebojno soglasje vseh udeležencev TA.

5.3. Če se eden ali več držav sponzork Nato CCD COE odloči, da ne bo več sodeloval v Nato CCD COE, to ne vpliva na veljavnost TA med preostalimi državami sponzorkami Nato CCD COE in CP. Preostali udeleženci TA pa morajo poiskati nasvet pri direktorju Nato CCD COE, glede potrebe po spremembi tega TA.

6. KONČNE DOLOČBE

6.1. Vsako novo državo sponzorko Natovega CCD COE je treba obvestiti o tem TA pred podpisom note o pristopu k memorandumom o soglasju. Razumeva se, da s pridružitvijo Nato CCD COE nova država sponzorka pristopi tudi k temu TA.

6.2. Ta TA ne predstavlja mednarodnega sporazuma in udeleženci TA na tej podlagi ne nameravajo ustvariti nobenih pravic ali obveznosti po mednarodnem pravu. Prav tako ne nameravajo povzročiti navzkrižja med tem TA in nacionalnimi zakoni ali mednarodnim pravom. Če kljub temu pride do navzkrižja, nacionalno ali mednarodno pravo prevlada nad tem TA. Udeleženec TA, na katerega nacionalno zakonodajo ali obveznosti po mednarodnem pravu določbe tega TA vplivajo, mora o tem pisno obvestiti druge udeležence TA.

6.3. Vsak spor glede razlage ali uporabe tega TA se rešuje le na podlagi posvetovanj med udeleženci TA, brez predložitve v reševanje nacionalnemu ali mednarodnemu sodišču ali tretji strani v poravnavo.

Ta TA je podpisan v enem izvorniku v angleškem in francoskem jeziku, pri čemer sta obe različici enako veljavni. Izvirnik je treba deponirati pri Ministrstvu za obrambo Republike Estonije, ki overjene kopije posreduje državam sponzorkam Natovega CCD COE, Poveljstvu vrhovnega zavezniškega poveljnika za transformacijo in CP.

NAVEDENO PREDSTAVLJA DOSEŽEN DOGOVOR MED UDELEŽENCI TA.

V NADALJEVANJU PODPISNI LISTI DRŽAV OZ. UDELEŽENCEV TA.

TECHNICAL ARRANGEMENT
AMONG
THE NATIONAL INTELLIGENCE SERVICE OF THE REPUBLIC OF KOREA
AND
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ESTONIA,
THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM,
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA,
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA,
THE NATIONAL CYBER AND INFORMATION SECURITY AGENCY OF THE CZECH
REPUBLIC,
THE MINISTRY OF DEFENCE OF DENMARK,
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 MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA,
THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA,
FOR THE MINISTRY OF DEFENCE OF MONTENEGRO,
THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS,
THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY,
THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND,
THE MINISTER OF NATIONAL DEFENCE OF the PORTUGUESE REPUBLIC,
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 MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN,
THE GENERAL STAFF OF THE REPUBLIC OF TURKEY,
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 NATIONAL INTELLIGENCE SERVICE OF THE REPUBLIC OF KOREA
TO THE OPERATION OF THE NATO COOPERATIVE CYBER DEFENCE Centre of
Excellence

The National Intelligence Service of the Republic of Korea

– hereinafter referred to as the “Contributing Participant” or “CP” –

NOTING the establishment of the NATO Cooperative Cyber Defence Centre of Excellence (NATO CCD COE) in Tallinn, Republic of Estonia, and the activation thereof as an International Military Organisation by the North Atlantic Council of NATO;

CONSIDERING supporting the operation of the NATO CCD COE by contributing to the mission of the NATO CCD COE to provide subject matter expertise in the field of cyber defence; and

DESIRING to establish the arrangements to set out the terms and conditions for a mutually beneficial cooperation

and

The Ministry of Defence of the Republic of Estonia,
The Minister of Defence of the Kingdom of Belgium,
The Ministry of Defence of the Republic of Bulgaria,
The Ministry of Defence of the Republic of Croatia,
The National Cyber and Information Security Agency of the Czech Republic,
The Ministry of Defence of Denmark,
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 Ministry of Defence of the Republic of Latvia,
The Ministry of National Defence of the Republic of Lithuania,
The Ministry of Defence of Montenegro,
The Minister of Defence of the Kingdom of the Netherlands,
The Ministry of Defence of the Kingdom of Norway,
The Minister of National Defence of the Republic of Poland,
The Minister of National Defence of the Portuguese Republic,
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 Minister of Defence of the Kingdom of Spain,
The General Staff of the Republic of Turkey,
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 “NATO CCD COE Sponsoring Nations”

CONSIDERING that, as the NATO CCD COE Sponsoring Nations, they are ready to welcome the CP to the NATO CCD COE in accordance with the Memorandum of Understanding among the Ministry of Defence of the Republic of Estonia, the Minister of Defence of the Kingdom of Belgium, the Ministry of Defence of the Republic of Bulgaria, the Ministry of Defence of the Republic of Croatia, the National Cyber and Information Security Agency of the Czech Republic, the Ministry of Defence of Denmark, 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 the Republic of Hungary, the Ministry of Defence of the Italian Republic, the Ministry of Defence of the Republic of Latvia, the Ministry of National Defence of the Republic of Lithuania, the Ministry of Defence of Montenegro, the Minister of Defence of the Kingdom of the Netherlands, the Ministry of Defence of the Kingdom of Norway, the Minister of National Defence of the Republic of Poland, the Minister of National Defence of the Portuguese Republic, 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 Minister of Defence of the Kingdom of Spain, the General Staff of the Republic of Turkey, 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 NATO Cooperative Cyber Defence Centre of Excellence, signed on 14 May 2008 and amended on 28 March 2011 and on 21 August 2013 (NATO CCD COE Operation MOU), and relevant NATO policies;

CONFIRMING that a contribution by the CP in support of the operation of the NATO CCD COE would conform with the NATO CCD COE Operational MOU and relevant NATO policies and for that reason would be most welcome;

CONSIDERING the Agreement between the Government of the Republic of Korea and the North Atlantic Treaty Organisation on the Security of Information, done on 4 December 2009 (hereinafter referred to as the "Information Security Agreement");

CONSIDERING the Agreement between the Republic of Estonia and the Supreme Headquarters Allied Powers Europe and Headquarters, Supreme Allied Commander Transformation to Supplement the Paris Protocol, effective on 22 August 2013;

have reached the following understanding in the form of this Technical Arrangement (hereinafter referred to as the "TA") for their cooperation at the NATO CCD COE:

1. SCOPE AND GENERAL RECOGNITION

1.1. The CP, acknowledging the content of the Memorandum of Understanding between the NATO CCD COE Sponsoring Nations and the Headquarters, Supreme Allied Commander Transformation concerning the Functional Relationship regarding the NATO CCD COE (NATO CCD COE Functional Relationship MOU), signed on 14 May 2008, and the NATO CCD COE Operational MOU, desires to be a CP to the NATO CCD COE and offers, for that purpose, the contribution detailed in Section 2.

1.2. The NATO CCD COE Sponsoring Nations, recognising the value of the contribution offered by the CP to the NATO CCD COE, express their willingness to accept the National Intelligence Service of the Republic of Korea as a CP and to share the products and services of the NATO CCD COE created or enhanced by capitalising on this contribution, subject to the matters described in Section 3.

1.3. The CP and the NATO CCD COE Sponsoring Nations (each a “TA Participant” and collectively referred to as the “TA Participants”) confirm their understanding that the scope of this TA is limited to cooperation with respect to the NATO CCD COE.

1.4. The CP and the Estonian TA Participant as the Framework Nation of the NATO CCD COE may make bilateral arrangements concerning any issues arising out of, or affecting, the cooperation based upon this TA. They should inform the other TA Participants of such bilateral arrangements. These arrangements can not include statements which are not consistent with this TA.

1.5. As appropriate, the TA Participants may mutually or individually make arrangements with other governmental or non-governmental organisations, institutions or entities to enable or enhance the effectiveness and efficiency of their cooperation.

2. CONTRIBUTION

2.1. The CP contributes to the mission of the NATO CCD COE by providing one or two staff officers (hereinafter referred to as the “SO”) appointed by the CP to the staff of the NATO CCD COE. The SO will be working on existing CCD COE infrastructure, including the NATO communication and information systems.

2.2. All arising costs are the responsibility of the CP, including salaries, allowances and national support requirements, per diem (lodging, meals and incidental costs) associated with work related travel; costs related to the posting of personnel to the NATO CCD COE; costs associated with fulfilment of national duties during the posting; costs of ensuring health care insurance for the personnel or other appropriate arrangement/coverage, in accordance with its applicable national laws and regulations. The SO is only assigned to tasks related to the agreed projects and services in accordance with Section 3.6. The initial contribution period of the CP is until 31 December 2024 and may be extended in accordance with Section 5.1.

2.3 Furthermore, for the duration of the TA, the CP contributes an amount of 23 000 Euro per SO annually which may be prorated if the CP contribution period is not to be for a complete calendar year. The CP’s contribution is to be recorded and accounted for as revenue in the NATO CCD COE budget. Changes in the per capita payment may occur when approved by the NATO CCD COE Steering Committee, and may begin with the CP’s annual contribution upon renewal of this TA.

2.4. The NATO CCD COE Sponsoring Nations confirm that, subject to the applicable NATO regulations and policies, the SO should only be assigned tasks for the benefit of the NATO CCD COE.

3. SHARED PRODUCTS AND Services

3.1. The CP’s contribution is for the purpose of creating or enhancing the NATO CCD COE’s products and services.

3.2. The NATO CCD COE shares the products and services mentioned in Section 3.1 with the CP, in accordance with existing NATO security regulations. The TA Participants understand that the NATO CCD COE shares the said products with all TA Participants upon completion and may share any drafts thereof, as appropriate. Additionally, the CP may share the NATO CCD COE’s products resulting out of this TA, as appropriate.

3.3. If the CP has suggestions for the Programme of Work (hereinafter referred as the "POW"), it may make such suggestions to the NATO CCD COE Director. The NATO CCD COE Director should present such items to the NATO CCD COE Steering Committee for approval.

3.4. For courses provided by or through the NATO CCD COE, individual course fees are waived for participants sponsored by the CP.

3.5. The SO is posted to the NATO CCD COE. In addition, the SO serves as the main facilitator for the relationship between the CP and the NATO CCD COE.

3.6. The specific projects to include the CP contribution should be determined in the NATO CCD COE's annual POW subject to approval by the NATO CCD COE Steering Committee.

3.7. Ownership of the intellectual property generated within the framework of this TA is held and administered by the NATO CCD COE, unless otherwise agreed.

4. Security and Confidentiality

4.1. The CP acknowledges the security and confidentiality regulations and policies in place at the NATO CCD COE. The CP is responsible for ensuring that its personnel observe these regulations and policies.

4.2. The CP ensures the SO will be cleared to NATO SECRET level before arrival.

4.3. Access of the SO to the activities, information and areas of the NATO CCD COE is regulated by the existing NATO security regulations. In case of doubt regarding such access, the decision to grant access to the SO is made by the Director of the NATO CCD COE. The SO posted to the NATO CCD COE and the CP only have permission to access NATO non-classified information, which has specifically been authorised for release to the CP by the information originator or by the NATO CCD COE Director. The SO posted to the NATO CCD COE and the CP do not have permission to access NATO classified information, unless the NATO classified information has undergone the formal release procedures.

4.4. NATO classified information and national classified information releasable to NATO that is stored, handled, generated, transmitted or exchanged as a result of the execution of this TA 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 revisions thereto, the TA Participants' national laws and regulations, and existing security agreements and arrangements. Non-classified NATO information is dealt with in accordance with C-M(2002)60 "Handling of Non-Classified NATO Information", dated 24 July 2002, in the respective authorised edition, including all supplements and revisions thereto.

4.5. The above mentioned document versions apply in accordance with the Information Security Agreement. The NATO CCD COE informs the CP about any future supplements and revisions to these documents. In case of controversy about the application of such supplements and revisions, the CP and the NATO CCD COE solve the issue through consultations.

4.6. In the event of withdrawal from this TA, the NATO CCD COE discontinues the CP's access to the products and the services of the NATO CCD COE as described in this TA. The CP should take the necessary measures to ensure that the matters relating to security, disclosure of information, and confidentiality remain operative.

5. APPLICABILITY, Duration and DISCONTINUANCE

5.1. This TA is made for an initial contribution period until 31 December 2024 which may be extended by the mutual written consent of the TA Participants. All TA Participants will apply the provisions of this TA from the date of the last signature. Any TA Participant may withdraw from the TA in writing giving at least six month notice to the other TA Participants. Withdrawal of any Participant will terminate the TA.

5.2. This TA may be revised at any time in writing by mutual consent of all TA Participants.

5.3. If one or more of the NATO CCD COE Sponsoring Nations decides to no longer participate in the NATO CCD COE, this will not affect the applicability of the present TA between the remaining NATO CCD COE Sponsoring Nations and the CP. However, the remaining TA Participants should seek advice from the NATO CCD COE Director concerning the need to amend this TA.

6. FINAL SECTION

6.1. Any new Sponsoring Nation of the NATO CCD COE should be informed about this TA before the Notes of Joining to the Memoranda of Understanding are signed. It is understood that by virtue of joining the NATO CCD COE the new Sponsoring Nation accedes to this TA.

6.2. This TA does not constitute an international agreement and the TA Participants do not intend to create any rights or obligations under international law by virtue of this TA. They do not intend to cause a conflict between this TA and the relevant national laws and regulations or international law. Should such conflict nevertheless arise, the affected national laws and regulations or international law prevails over this TA. The TA Participant whose national laws and regulations or obligations under international law are affected should notify the other TA Participants in writing.

6.3. Any dispute regarding the interpretation or application of this TA is resolved only by consultation between the TA Participants involved and will not be referred to any national or international tribunal or third party for settlement.

This TA is signed in one original, in the English and French languages, both versions being equally valid. The original should be deposited with the Ministry of Defence of the Republic of Estonia which intends to provide certified copies to the NATO CCD COE Sponsoring Nations, HQ SACT and the CP.

THE FOREGOING REPRESENTS THE UNDERSTANDING REACHED BETWEEN THE TA PARTICIPANTS.

For the National Intelligence Service of the Republic of Korea

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Republic of Estonia

Signature

Name

Appointment

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of Defence of the Kingdom of Belgium

Signature

Name

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For the Ministry of Defence of the Republic of Bulgaria

Signature

Name

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Place/Date

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The Ministry of Defence of the Republic of Croatia

Signature

Name

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For the National Cyber and Information Security Agency of the Czech Republic

Signature

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For the Ministry of Defence of Denmark

Signature

Name

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister for the Armed Forces of the French Republic

Although recognizing that this TA states it does not create any rights or obligations under international law, France nevertheless abides by it and insists that the provisions of this TA be respected by all the Participants.

Signature

Name

Appointment

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

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

Signature

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For the Ministry of National Defence of the Hellenic Republic

Signature

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For the Ministry of Defence of Hungary

Signature

Name

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For the Ministry of Defence of the Italian Republic

Signature

Name

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For the Ministry of Defence of the Republic of Latvia

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For the Ministry of National Defence of the Republic of Lithuania

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For the Ministry of Defence of Montenegro

Signature

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For the Minister of Defence of the Kingdom of the Netherlands

Signature

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For the Ministry of Defence of the Kingdom of Norway

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of National Defence of the Portuguese Republic

Signature

Name

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Place/Date

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For the Minister of National Defence of the Republic of Poland

Signature

Name

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Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of National Defence of Romania

Signature

Name

Appointment

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For the Ministry of Defence of the Republic of Slovenia

Signature

Name

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Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Ministry of Defence of the Slovak Republic

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Minister of Defence of the Kingdom of Spain

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the General Staff of the Republic of Turkey (acting on behalf of the Government of the Republic of Turkey)

This Technical Arrangement will enter into effect on the date of the written notification regarding the completion of internal legal procedures required for the entry into effect of this Technical Arrangement. The amendments for the aforementioned Technical Arrangement will enter into effect in accordance with the same legal procedure.

Signature

Name

Appointment

Place/Date

SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

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

Signature

Name

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SIGNATURE PAGE Technical Arrangement Regarding the Contributions of the National Intelligence Service of the Republic of Korea to the Operation of the NATO Cooperative Cyber Defence Centre of Excellence

For the Department of Defense of the United States of America

Signature

Name

Appointment

Place/Date

TEHNIČNI DOGOVOR
MED
NACIONALNO OBVEŠČEVALNO SLUŽBO REPUBLIKE KOREJE
IN
MINISTRSTVOM ZA OBRAMBO REPUBLIKE ESTONIJE,
MINISTROM ZA OBRAMBO KRALJEVINE BELGIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE BOLGARIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE HRVAŠKE,
NACIONALNO AGENCIJO ZA KIBERNETSKO IN INFORMACIJSKO VARNOST
REPUBLIKE ČEŠKE,
MINISTRSTVOM ZA OBRAMBO DANSKE,
MINISTROM ZA OBRAMBO REPUBLIKE FRANCIJE,
ZVEZNIM MINISTRSTVOM ZA OBRAMBO ZVEZNE REPUBLIKE NEMČIJE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE GRČIJE,
MINISTRSTVOM ZA OBRAMBO MADŽARSKE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE ITALIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE LATVIJE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE LITVE,
MINISTRSTVOM ZA OBRAMBO ČRNE GORE,
MINISTROM ZA OBRAMBO KRALJEVINE NIZOZEMSKJE,
MINISTRSTVOM ZA OBRAMBO KRAJEVINE NORVEŠKE,
MINISTROM ZA NACIONALNO OBRAMBO REPUBLIKE POLJSKE,
MINISTRSTVOM ZA NACIONALNO OBRAMBO REPUBLIKE PORTUGALSKE,
MINISTRSTVOM ZA OBRAMBO ROMUNIJE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVAŠKE,
MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE,
MINISTROM ZA OBRAMBO KRALJEVINE ŠPANIJE,
GENERALŠTABOM REPUBLIKE TURČIJE,
MINISTRSTVOM ZA OBRAMBO ZDRUŽENEGA KRALJESTVA VELIKE BRITANIJE IN
SEVERNE IRSKE

IN
MINISTRSTVOM ZA OBRAMBO ZDRUŽENIH DRŽAV AMERIKE

O PRISPEVKU

NACIONALNE OBVEŠČEVALNE SLUŽBE REPUBLIKE KOREJE

K DELOVANJU NATOVEGA CENTRA ODLIČNOSTI ZA SODELOVANJE PRI
KIBERNETSKI OBRAMBI

Nacionalna obveščevalna služba Republike Koreje

– v nadaljnjem besedilu "udeleženec, ki prispeva" ali "CP" –

UPOŠTEVAJOČ ustanovitev Natovega centra odličnosti za sodelovanje pri kibernetiski obrambi (NATO CCD COE) v Talinu, Republika Estonija in njegove aktivacije kot Mednarodne vojaške organizacije s strani Severnoatlantskega sveta Nata;

UPOŠTEVAJOČ podporo delovanja NATO CCD COE s prispevanjem delovanju in misiji NATO CCD COE tako, da zagotovi strokovna znanja iz področja kibernetiske obrambe;

V ŽELJI da se vzpostavijo dogovori, ki opredeljujejo pogoje za vzajemno koristno sodelovanje,

in

Ministrstvom za obrambo Republike Estonije,
Ministrom za obrambo Kraljevine Belgije,
Ministrstvom za obrambo Republike Bolgarije,
Ministrstvom za obrambo Republike Hrvaške,
Nacionalno agencijo za kibernetiko in informacijsko varnost Republike Češke,
Ministrstvom za obrambo Danske,
Ministrom za obrambo Republike Francije,
Zveznim ministrstvom za obrambo Zvezne republike Nemčije,
Ministrstvom za nacionalno obrambo Republike Grčije,
Ministrstvom za obrambo Madžarske,
Ministrstvom za obrambo Republike Italije,
Ministrstvom za obrambo Republike Latvije,
Ministrstvom za nacionalno obrambo Republike Litve,
Ministrstvom za obrambo Črne gore,
Ministrom za obrambo Kraljevine Nizozemske,
Ministrstvom za obrambo Kraljevine Norveške,
Ministrom za nacionalno obrambo Republike Poljske,
Ministrom za nacionalno obrambo Republike Portugalske,
Ministrstvom za obrambo Romunije,
Ministrstvom za obrambo Republike Slovaške,
Ministrstvom za obrambo Republike Slovenije,
Ministrom za obrambo Kraljevine Španije,
Generalštabom Republike Turčije,
Ministrstvom za obrambo Združenega kraljestva Velike Britanije in Severne Irske, in
Ministrstvom za obrambo Združenih držav Amerike

– v nadaljnjem besedilu "NATO CCD COE države sponzorke"

UPOŠTEVAJOČ, da, so NATO CCD COE države sponzorke, pripravljene sprejeti CP v NATO CCD COE v skladu z Memorandumom o razumevanju med Ministrstvom za obrambo Republike Estonije, Ministrom za obrambo Kraljevine Belgije, Ministrstvom za obrambo Republike Bolgarije, Ministrstvom za obrambo Republike Hrvaške, Nacionalno agencijo za kibernetiko in informacijsko varnost Republike Češke, Ministrstvom za obrambo Danske, Ministrom za obrambo Republike Francije, Zveznim ministrstvom za obrambo Zvezne republike Nemčije, Ministrstvom za nacionalno obrambo Republike Grčije, Ministrstvom za obrambo Madžarske, Ministrstvom za obrambo Republike Italije, Ministrstvom za obrambo Republike Latvije, Ministrstvom za nacionalno obrambo Republike Litve, Ministrstvom za obrambo Črne gore, Ministrom za obrambo Kraljevine Nizozemske, Ministrstvom za obrambo Kraljevine Norveške, Ministrom za nacionalno obrambo Republike Poljske, Ministrstvom za nacionalno obrambo Republike Portugalske, Ministrstvom za obrambo Romunije, Ministrstvom za obrambo Republike Slovaške, Ministrstvom za obrambo Republike Slovenije, Ministrom za obrambo Kraljevine Španije, Generalštabom Republike Turčije, Ministrstvom za obrambo Združenega kraljestva Velike Britanije in Severne Irske in Ministrstvom za obrambo Združenih držav Amerike o ustanovitvi, administriranju in delovanju Natovega združenega centra za kibernetiko obrambo, podpisanega 14. maja 2008 in posodobljenega 28. marca 2011 in 21. avgusta 2013 (NATO CCD COE operativni MOU), in relevantnimi NATO politikami;

POTRJUJOČ, da bi bil prispevek CP v podporo delovanju NATO CCD COE v skladu z Memorandumom o soglasju NATO CCD COE in ustreznimi Natovimi politikami, zato bi bil prispevek zelo dobrodošel;

OB UPOŠTEVANJU Sporazuma med vlado Republike Koreje in Organizacijo Severnoatlantske pogodbe o varnosti podatkov in gradiv, podpisan dne 4. decembra 2009 (v nadaljnjem besedilu "Sporazum o varnosti podatkov med Japonsko in Natom");

OB UPOŠTEVANJU Sporazuma med Republiko Estonijo, Poveljstvom vrhovnega zavezniškega poveljnika za Evropo in Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje, ki dopolnjuje Pariški protokol, veljaven z dne 22. avgusta 2013;

so v obliki tega Tehničnega dogovora (v nadaljevanju "TA") za sodelovanje pri NATO CCD COE dosegli naslednje razumevanje:

1. PODROČJE UPORABE IN SPLOŠNO RAZUMEVANJE

1.1 CP priznava vsebino Memoranduma o soglasju med državami sponzorkami NATO CCD COE in Poveljstvom vrhovnega zavezniškega poveljnika za preoblikovanje v zvezi s funkcionalnimi odnosi glede Natovega CCD COE, podpisanega 14. maja 2008 (MOU o funkcionalnem odnosu NATO CCD COE), in NATO COE operativni MOU, želi biti CP v NATO CCD COE in v ta namen ponuja prispevek, podrobno opisan v oddelku II.

1.2 Države sponzorke NATO CCD COE priznavajo pomembnost prispevka CP v NATO CCD COE, izražajo pripravljenost, da Nacionalno obveščevalno službo Republike Koreje sprejmejo kot CP in si delijo produkte in storitve NATO CCD COE, ustvarjene ali izboljšane s kapitalizacijo tega prispevka, ob upoštevanju določb oddelka III.

1.3. CP in NATO CCD COE države sponzorke (vsak "udeleženec TA" in skupaj imenovani "udeleženci TA") potrjujejo svoje razumevanje, da je področje uporabe tega dogovora omejeno na sodelovanje v zvezi z NATO CCD COE.

1.4. CP in estonski udeleženec TA lahko kot država nosilka NATO CCD COE skleneta dvostranske dogovore v zvezi z vsemi vprašanji, ki izhajajo iz sodelovanja na podlagi tega TA ali vplivajo nanj. O takšnih dvostranskih dogovorih se obvesti tudi druge udeležence. Ti dogovori ne morejo vključevati izjav, ki niso v skladu s tem TA.

1.5. Udeleženci TA lahko po potrebi medsebojno ali posamično sklenejo dogovore z drugimi vladnimi ali nevladnimi organizacijami, institucijami ali subjekti, da omogočijo ali povečajo uspešnost in učinkovitost njihovega sodelovanja.

2. PRISPEVEK

2.1. CP prispeva k poslanstvu NATO CCD COE z zagotavljanjem enega štabnega častnika (v nadaljnjem besedilu "SO") osebju NATO CCD COE. SO bo delal na obstoječi CCD COE infrastrukturi, vključno z Natovimi komunikacijskimi in informacijskimi sistemi.

2.2. Za vse nastale stroške je odgovoren CP, vključno s plačami, dnevniciami in zahtevami nacionalne podpore, nastanitveni stroški (prenočišča, obroki in dodatni stroški) povezani s službenim potovanjem; stroški povezani z napotitvijo osebja k NATO CCD COE; stroški povezani z izpolnjevanem nacionalnih obveznosti med napotitvijo; stroški zagotavljanja zdravstvenega zavarovanja za osebje ali druge primerne dogovore/kritje, v skladu z veljavnimi nacionalnimi zakoni in predpisi. SO opravlja naloge, povezane z dogovorjenimi projekti in storitvami v skladu z odstavkom 3.6. Začetno napotitveno obdobje je pet let, ki se lahko podaljša v skladu z odstavkom 5.1.

2.3. Poleg tega CP med trajanjem TA prispeva znesek 23 000 EUR na SO letno, kar se lahko proporcionalno poračuna, če obdobje prispevanja CP ne traja celotno koledarsko leto. Prispevek CP bo evidentiran in obračunan kot prihodek v proračunu NATO CCD COE. Spremembe plačila na prebivalca se lahko spremenijo, če jih odobri usmerjevalni odbor NATO CCD COE, in lahko vplivajo na letni prispevek CP, v primeru podaljšanja tega TA.

2.4. Države sponzorke CCD COE potrjujejo, da bodo v skladu z veljavnimi NATO pravili in politikami SO dodeljene naloge samo v korist NATO CCD COE.

3. SKUPNI PRODUKTI IN STORITVE

3.1. Prispevek CP naj bi bil namenjen ustvarjanju ali izboljšanju produktov in storitev NATO CCD COE.

3.2. NATO CCD COE deli produkte in storitve iz oddelka 3.1 s CP v skladu z veljavnimi varnostnimi predpisi NATO. Udeleženci TA razumejo, da NATO CCD COE omenjene produkte po zaključku deli z vsemi udeleženci TA in da lahko po potrebi deli tudi njihove osnutke. Poleg tega lahko CP deli izdelke NATO CCD COE, ki izhajajo iz sodelovanja tega TA, kot je primerno in v skladu s pravicami intelektualne lastnine.

3.3. Če ima CP predloge za program dela (v nadaljnjem besedilu „PD“), lahko takšne predloge predloži direktorju NATO CCD COE. Direktor NATO CCD COE predstavi takšne predloge usmerjevalnemu odboru NATO CCD COE v odobritev.

3.4. Tečaji, ki jih izvaja ali zagotavlja NATO CCD COE udeležencem, ki jih sponzorira CP, so brezplačni.

3.5. SO se napoti na delo v NATO CCD COE. Poleg tega je SO glavni koordinator med CP in NATO CCD COE.

3.6. Konkretni projekti, ki bodo vključevali prispevek CP, bi morali biti določeni v letnem PD NATO CCD COE, ki ga odobri usmerjevalni odbor NATO CCD COE.

3.7. Lastništvo nad intelektualno lastnino, ki je ustvarjena v okviru tega TA, ima in upravlja NATO CCD COE, razen če ni drugače dogovorjeno.

4, VARNOST IN ZAUPNOST

4.1. CP priznava predpise in politike o varnosti in zaupnosti, ki veljajo v NATO CCD COE. CP je odgovoren za to, da njegovo osebje spoštuje te predpise in politike.

4.2. CP zagotovi, da ima SO pred prihodom dostop do tajnih podatkov stopnje tajnosti NATO SECRET.

4.3. Dostop SO do aktivnosti, informacij in področij centra odličnosti urejajo obstoječi Natovi varnostni predpisi. V primeru dvoma glede tovrstnega dostopa, odločitev o dostopu SO sprejme direktor NATO CCD COE. SO in CP imata dovoljenje za dostop do Natovih podatkov brez stopnje tajnosti, ki so bile posebej pooblašene za izdajo Japonski s strani izvirnika informacije ali direktorja NATO CCD COE. SO napoten v NATO CCD COE in CP nimata dovoljenja za dostop do podatkov stopnje tajnosti Nata, razen če je Natov podatek prešel skozi formalne postopke umika tajnosti.

4.4. Tajni podatki, ki so hranjeni, obdelani, ustvarjeni, posredovani ali izmenjani na podlagi tega TA, je treba obravnavati v skladu s CM (2002) 49 "Varnost v okviru Organizacije Severnoatlantske pogodbe" z dne 17. junija 2002 v pooblašeni izdaji, vključno z vsemi dodatki in njihovimi revizijami, nacionalnimi zakoni in predpisi udeležencev TA ter obstoječimi sporazumi in dogovori o varnosti. S podatki brez stopnje tajnosti Nata je treba ravnati v skladu s C-M (2002) 60 "Ravnanje s podatki brez stopnje tajnosti Nata" z dne 24. julija 2002 v ustrezni pooblašeni izdaji, vključno z vsemi dodatki in njihovimi revizijami.

4.5. Za CP veljajo zgoraj omenjene verzije dokumentov v skladu s Sporazumom o varnosti podatkov. NATO CCD COE obvesti CP o vseh prihodnjih dopolnitvah in popravkih teh dokumentov. V primeru nesoglasja glede uporabe takšnih dodatkov in revizij, CP in NATO CCD COE to rešita s posvetovanji.

4.6. V primeru odstopa CP od tega TA, Nato CCD COE ustavi dostop CP do produktov in storitev NATO CCD COE, kot je opisano v tem TA. CP mora sprejeti potrebne ukrepe za zagotovitev, da določbe v zvezi z varnostjo, razkritjem podatkov in zaupnostjo ostanejo v veljavi.

5. UPORABNOST, TRAJANJE IN PRENEHANJE

5.1. Ta TA se sklene za začetno obdobje do 31. decembra 2024, ki se lahko podaljša z medsebojnim pisnim soglasjem udeležencev TA. Vsi udeleženci TA bodo uporabljali njegove določbe od datuma zadnjega podpisa dalje. Vsak udeleženec TA se lahko pisno odpove TA, tako da o tem vsaj šest mesecev pred odpovedjo obvesti druge udeležence TA. Z odpovedjo katerega koli udeleženca bo TA prekinjen.

5.2. Ta TA se lahko kadarkoli pisno revidira, če obstaja medsebojno soglasje vseh udeležencev TA.

5.3. Če se eden ali več držav sponzork Nato CCD COE odloči, da ne bo več sodeloval v Nato CCD COE, to ne vpliva na veljavnost TA med preostalimi državami sponzorkami Nato CCD COE in CP. Preostali udeleženci TA pa morajo poiskati nasvet pri direktorju Nato CCD COE, glede potrebe po spremembi tega TA.

6. KONČNE DOLOČBE

6.1. Vsako novo državo sponzorko Natovega CCD COE je treba obvestiti o tem TA pred podpisom note o pristopu k memorandumom o soglasju. Razumeva se, da s pridružitvijo Nato CCD COE nova država sponzorka pristopi tudi k temu TA.

6.2. Ta TA ne predstavlja mednarodnega sporazuma in udeleženci TA na tej podlagi ne nameravajo ustvariti nobenih pravic ali obveznosti po mednarodnem pravu. Prav tako ne nameravajo povzročiti navzkrižja med tem TA in nacionalnimi zakoni ali mednarodnim pravom. Če kljub temu pride do navzkrižja, nacionalno ali mednarodno pravo prevlada nad tem TA. Udeleženec TA, na katerega nacionalno zakonodajo ali obveznosti po mednarodnem pravu določbe tega TA vplivajo, mora o tem pisno obvestiti druge udeležence TA.

6.3. Vsak spor glede razlage ali uporabe tega TA se rešuje le na podlagi posvetovanj med udeleženci TA, brez predložitve v reševanje nacionalnemu ali mednarodnemu sodišču ali tretji strani v poravnavo.

Ta TA je podpisan v enem izvorniku v angleškem in francoskem jeziku, pri čemer sta obe različici enako veljavni. Izvirnik je treba deponirati pri Ministrstvu za obrambo Republike Estonije, ki overjene kopije posreduje državam sponzorkam Natovega CCD COE, Poveljstvu vrhovnega zavezniškega poveljnika za transformacijo in CP.

NAVEDENO PREDSTAVLJA DOSEŽEN DOGOVOR MED UDELEŽENCI TA.

V NADALJEVANJU PODPISNI LISTI DRŽAV OZ. UDELEŽENCEV TA.