

**TECHNICAL
ARRANGEMENT**

between

**the Department of Defence, Civil Protection
and Sport of the Swiss Confederation**

and

the Ministry of Defence of the Republic of Slovenia

concerning the

**use of the AS 332 L1 Full Flight Simulator
at Emmen Air Force Base**

the Department of Defence, Civil Protection
and Sport of the Swiss Confederation

and

The Ministry of Defence of the Republic of Slovenia

Hereinafter referred to as 'the Participants',

- Having regard to the provisions of the Agreement among the States Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA), and its Additional Protocol, both done in Brussels on 19 June 1995, which declares applicable the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, done in London on 19 June 1951 (NATO SOFA);
- considering the aspiration of the Slovenian Air Force to integrate the use of Full Flight Simulators into the training of its helicopter pilots;
- considering the possibility of the Swiss Air Force to make available its Full Flight Simulator at Emmen Air Force Base for a limited number of hours;
- taking into account the mutual will to strengthen the good relations between the Slovenian and Swiss Air Force;
- recognizing the importance of the exchange of knowledge between the Participants

have reached the following arrangement

SECTION 1

DEFINITIONS

With regard to this Technical Arrangement, the following definitions will apply:

Host Nation (HN) means Switzerland, in which territory the training of personnel of the Slovenian Air Force will take place;

Sending Nation (SN) means Slovenia, who will deploy personnel of its Air Force to Emmen Air Force Base for the purpose of training activities using the AS 332 L1 Full Flight Simulator;

Full Flight Simulator (FFS) means the synthetic device of the AS 332 L1 Helicopter at Emmen Air Force Base (EMM AFB);

Sending Nation Full Flight Simulator Instructor (SNFFSI) means a SN Instructor who has completed the relevant instruction by qualified HN personnel;

Sending Nation Student Pilot (SNSP) means a suitably qualified SN Pilot to be instructed by an SNFFSI.

SECTION 2

PURPOSE AND SCOPE

1. This Technical Arrangement (TA) details the general terms, conditions and responsibilities regarding the use of the FFS at EMM AFB by personnel of the Slovenian Air Force from September to December 2020 for 8 slots in 8 weeks for Recurrent Emergency Procedures Training (start in week 37 and finish in week 44). Each slot contains 12 hours of simulator training (all together 96 simulator hours for year 2020).
2. HN will make available the FFS at Emmen Air Force Base (Emm AFB) to SN personnel solely for instruction and training purposes.
3. HN will, in accordance with the terms of this TA,
 - a) instruct qualified SN Flight Instructors to become FFS Instructors and
 - b) allow autonomous instruction and training of suitably qualified SN Pilots at Emm AFB.

SECTION 3

GENERAL RULES

1. In order to allow proper planning, SN will inform HN in due time about its intentions and needs to use the FFS, indicating the number of personnel to be deployed and the estimated number of operating hours.
2. HN has no obligation to accept requests of the SN or justify the refusal thereof.
3. A picture ID must be carried at all times together with the Temporary Visitors Pass provided by the HN.
4. HN will grant access SN Personnel to the FFS and suitable class rooms according to the timetable to be agreed between HN and SN.
5. SNFFSI will be instructed in accordance with the HN FFS syllabus.
6. SNSP will be trained in accordance with SN syllabus.
7. HN will provide the FFS in a civil version only.
8. Simulator Training will be conducted strictly within the limitations of the technical documentation provided by HN.

9. SN will nominate a Detachment Commander for the deployment. The Detachment Commander will be the single point of contact for all administrative matters concerning the deployment.

SECTION 4

STATUS OF FORCES

In application of the PfP SOFA, the status of the SN's Personnel is governed by the NATO SOFA.

SECTION 5

JURISDICTION AND DISCIPLINE

1. In application of the PfP SOFA, matters regarding jurisdiction over personnel of the Participants are covered by Article VII of the NATO SOFA.
2. During the implementation of the provisions of this TA, SN personnel agree to respect HN laws, regulations and customs.
3. All administrative and disciplinary authority over SN personnel will remain in the competence of the SN, in accordance with Slovenian law.

SECTION 6

UNIFORM/WEAPONS

1. SN personnel is allowed to wear national uniform and insignia as defined by its national regulations concerning dress.
2. HN customs will be observed with respect to wearing civilian clothes.
3. SN personnel will not carry weapons or ammunition while on HN territory.

SECTION 7

ENTRY PROCEDURES

1. SN personnel will enter and leave HN territory on the basis of valid military or civilian ID.
2. Prior to the deployment, SN agrees to provide a list of all personnel participating in the training program containing the following information for each person: name, military rank or civilian position, service number, military or civilian ID number.

SECTION 8

DISCLOSURE OF INFORMATION

1. All information arising from any activities under this TA will be treated in confidence and will not be disclosed to any third party without prior consent of the originating Participant.
2. To assist in providing the desired protection, each participant will mark such information given to the other in confidence with a legend indicating its origin and the conditions of release, that the information relates to this TA, and that it is given in confidence.

SECTION 9

MEDICAL PROVISIONS

1. SN personnel must be medically fit before deployment to HN.
2. HN has no obligation to provide emergency or medical services.
3. HN civilian medical care to SN personnel will be borne by the individual concerned based on a valid European health insurance card or will be paid in cash by SN, directly upon leaving the treatment facility.
4. All persons deployed to the HN territory on the basis of this TA, must arrange appropriate health insurance prior to their arrival to the territory of the HN for reasons of payment of possible medical treatment costs.

SECTION 10

CLAIMS AND LIABILITY

In application of the PfP SOFA, claims arising out of or in connection with the execution of this TA are covered by Article VIII of NATO SOFA and will be dealt with in accordance with the provisions therein.

SECTION 11

FINANCIAL ARRANGEMENTS

1. SN will remunerate HN for the use of the FSS with a fee of 1'275 Swiss Francs (CHF onethousand-two hundred and seventy five 00/00) per operating hour.
2. HN will send a detailed invoice after completion of the training to:
Ministry of Defense of the Republic of Slovenia
Vojkova ceste 55
1000 Ljubljana
3. Payment will be settled by SWIFT order at the latest 30 days following the receipt of the invoice.
4. Costs for lodging, meals and transport are at the expense of the SN and will be paid on the spot.
5. In case of cancellation of any activities described in this TA, for what reason ever, the parties will use their best endeavors to re-schedule such training sessions. If no arrangement can be agreed upon, the Participants agree to refrain from any compensation.

SECTION 12

SETTLEMENT OF DISPUTES


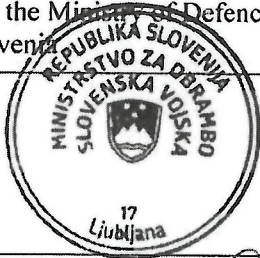
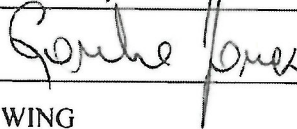
Any disputes arising under or relating to this TA will be settled only by consultation between the Participants and will not be referred to an arbitral, a national or an international tribunal, or to any other forum for settlement.

SECTION 13

FINAL PROVISIONS

1. This TA will come into effect on the date of the last signature and will remain effective until 31 December 2020.
2. Each Participants may suspend the application of this TA or parts thereof due to national security reasons at any time and immediately by giving a written notice to the other Participant.
3. The TA may be amended by mutual written consent of the Participants.
4. This TA may be terminated by each Participant by a written notification. In such case, this TA ceases to be in effect 30 days after receipt of such notification. However, all outstanding financial obligations under this TA continue to be subject to the provisions of this TA until they are fully settled.

Signed in two originals in the English language.

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| Done at Bern, 03.09.2020 | Done at Cerklje ob Krki 2020 |
| For the Department of Defence, Civil Protection and Sport of the Swiss Confederation | For the Ministry of Defence of the Republic of Slovenia |
|  |  |
| Major General Bernhard Müller | Lt Col Janez Gaube  |
| Commander of the Swiss Air Force | Commander of the 15. WING |