**TECHNICAL ARRANGEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENCE**

**OF THE REPUBLIC OF SLOVENIA**

**AND**

**The 4th REGIMENT OF THE ITALIAN SPECIAL FORCES**

**CONCERNING**

**THE JOINT TRAINING OF SPECIAL OPERATIONS FORCES**

**IN THE TERRITORY OF THE REPUBLIC OF SLOVENIA**

The Ministry of Defence of the Republic of Slovenia and

The 4th Regiment of The Italian Special Forces

hereinafter referred to as "the Participants",

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

**HAVING REGARD TO** the Agreement on Cooperation in the Field of Defence between the Government of the Republic of Slovenia and the Government of the Italian Republic, signed in Bologna on 9 September 1996;

**HAVING REGARD TO** the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), done at London on June 19, 1951;

**WITH THE OBJECTIVE TO** carry out joint training of special operation forces of the Participants,

Have reached the following understandings:

**Section 1**

**Definition of Terms**

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

1. "Receiving Participant (RP)" is the Ministry of Defence of the Republic of Slovenia.
2. "Sending Participant (SP)" is The 4th Regiment of The Italian Special Forces.
3. Host Nation (HN) is the Republic of Slovenia.
4. "Training" is the joint training of the members of special operation forces (SOF) of the Participants in the territory of the Republic of Slovenia.
5. “Visiting Units (VU)" are The 4th Regiment of The Italian Special Forces, SOF units, temporarily deployed on the territory of Republic of Slovenia for the purpose of the Training.
6. “Host Unit (HU)” is Special Operations Unit of the Slovenian Armed Forces.
7. STANAG 2034 means NATO Standardization Agreement – NATO Standard Procedures for Mutual Logistic Assistance.
8. STANAG 2455(2) means NATO Standardization Agreement – Procedures for Movements Across National Frontier (AMovP-2(A)).

**Section 2**

**Purpose**

The purpose of this TA is to define mutual relations, rights, and obligations of the Participants with regard to the Training and to establish conditions for the VU participating in the Training.

**Section 3**

**Place, Period and Participation in the Training**

The Training will be conducted from 14 –19 November 2022 at Škrilj Military Base, Republic of Slovenia. It is anticipated that there will be maximum of 12 members of the VU, together with no more than 6 pcs of SP vehicles, and maximum of 15 members of HU participating in the Training.

**Section 4**

**Legal Aspects**

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

**Section 5**

**Authorization to Wear the Military Uniform**

The VU members can wear their national military uniform in the whole territory of the Republic of Slovenia, during the Exercise in accordance with Article V of the NATO SOFA.

**Section6**

**Transport and Providing of Information**

1. Transport of the VU members from the VU territory and back will be provided by the SP for its own expenses. If mutually agreed and needed, the RP will provide escort of the VU by the Military Police across HN territory in order to facilitate the movement of the VU.
2. The following documentation is to be used for crossing the border and movement through the HN territory:
3. For the purpose of exempting SP vehicles from road toll, the SP will, not later than 7 days prior road movement, submit the movement order or other appropriate document to the RP, which will contain at least the following information: vehicles’ plate numbers and dates of using the toll motorways and expressways.
4. The SP will submit FORM 302, as outlined in STANAG 2455(2) to the HN as follows:
   1. not later than 10 working days prior the road movement,
   2. not later than 20 working days prior the road movement exceeding national specified weights and/or dimensions,
   3. not later than 20 working days prior transportation of dangerous goods (in addition "Dangerous Goods Form" is required).
5. NATO Travel Order, used for individual or collective movement of the SN personnel, is to be presented upon the request of the HN authorities.

**Section 7**

**Medical and Dental Care**

1. The SP has a responsibility to ensure that the SP personnel are medically and dentally fit prior to their arrival to the territory of the RP.
2. All SP personnel deployed to the territory of the RP on the basis of this TA will possess appropriate health insurance prior to their arrival to the territory of the RP for reasons of payment of possible medical treatment costs.
3. Costs incurred from the public healthcare providers for SP personnel that are not covered by the medical insurance, will be paid by the SP under the prices applicable in the RP at the time.
4. Medical and dental care will be provided under the same conditions as for RP Armed Forces members in accordance with Article IX of NATO SOFA.
5. Emergency medical treatment and consultations provided by the military medical services and evacuation by military transport to the nearest medical facility, where available, will be free of charge.
6. The SP personnel will bring sufficient prescription medication for personal use for the duration of the training event.

**Section 8**

**Specific COVID-19 measures**

1. All SP personnel will comply with the COVID-19 mitigation measures of the HN.
2. If any SP personnel shows signs of COVID-19, tests are available at place free of charge.
3. In case of suspicion, the respective person should immediately inform his/her superior as well as the RP about his/her condition.

**Section 9**

**Investigation Procedures in Case of Accidents**

1. Investigation of an accident involving the VU members is the responsibility of the RP, the authorities of the SP will be entitled to have an observer present at all stages of the inquiry.
2. The authorities of the SP may propose such further investigations as may be required by the laws or regulations of their state.
3. The authorities of the RP will promptly inform and send report of the accident to the authorities of the SP without delay.

**Section 10**

**Death and Transport of Remains**

1. In case of death of the SN personnel on the territory of the HN, the death will be immediately reported to the relevant authority of the HN.
2. The death will be certified by an authorized doctor of the HN.
3. If the appropriate authority of the RP requires that an autopsy is carried out on the deceased, this will be done by authorized doctor of the HN. A doctor appointed by the authorities of the SP may also attend the autopsy, which will take place at a time and location stipulated by the appropriate authority of the HN.
4. In case of death of a SP personnel on the territory of the HN, the SP will cover all costs related to the transport of remains and personal belongings of the deceased to the territory of the SP.
5. Medical proceedings, the autopsy and transport of the remains will be conducted in accordance with the HN regulations.
6. The RP will provide the SP the necessary cooperation for the purposes of implementing this Section.

**Section 11**

**Discipline**

Discipline remains a prerogative of each Participant.

**Section 12**

**Liability for Damages**

1. Investigations and compensations for damages that arise during the conduct of the Training will be dealt with in accordance with the provisions of Article VIII of the NATO SOFA.
2. Investigations and compensations for damages, which are not covered by the provisions of the NATO SOFA, will be dealt with in accordance with national and international rules and regulations.
3. All vehicles and equipment of the VU are adequately insured by SP against all claims, disputes, and liabilities pursuant to national law of the Republic of Slovenia.

**Section 13**

**Financial Aspects and Logistic Support**

1. Unless rendered free of charge the RP will determine reimbursement for provided logistic support to the SP depending upon the consumption. Amount stated in the invoice will be calculated on an actual cost basis and will not be charged at a higher rate as the conditions for the RP.
2. The RP will keep the billing documents and the supporting documents in accordance with HN regulations.
3. Invoices will be made using the NATO Standard Form (Annex A to STANAG 2034 – invoice). The expenses will be calculated in the currency of the HN by using current prices of procurement and, in the event of delivering goods from stock, by using accounting costs.
4. RP will submit invoices to SP within thirty (30) calendar days following the date of the completion of the Training.
5. The SP will pay the invoice within thirty (30) calendar days after receipt. If the invoice will not be paid within thirty (30) calendar days after receipt, the RP will send SP another request for payment. Late payment will attract legal interest if the invoice will not be paid within sixty (60) calendar days following the receipt of the invoice.
6. Invoices will be sent to SP as follows:

| **Name** | **Address** | **Remark** |
| --- | --- | --- |
| Republic of Slovenia  Republika Slovenija Ministrstvo za obrambo | Vojkova cesta 55, 1000 Ljubljana | The invoice can be send via e-mail to the following address: [glavna.pisarna@mors.si](mailto:glavna.pisarna@mors.si) |
| Army Special Force Command | GAMERRA Barracks – Via di Gello, 138 – 56123 PISA (PI), Italy  Fiscal code 9307980050 | PoC regarding administrive items is: OF-4 Valter CONSALVI  e-mail: casamm@alpipar.esercito.difesa.it  Via San Michele 06, 37142. VERONA (VR), Italy. |

1. The RP will provide, in connection with this Training, free of charge the following:

* The use of appropriate training facilities;
* Military personnel of RP armed forces for security measures;
* Conditions for command and control communication that correspond with activity demands;
* Sufficient information and documentation regarding RP environment protection regulations;
* Geographical Information support (maps of the training areas)
* Ammunitions and pyrotechnics (breaching explosives included);
* Transport of SP personnel and equipment during activities;
* Accommodation and meals at the military facilities;
* Vehicle parking lot.

1. The SP will cover the expenses of the following:

* Transportation of the VU members from the SP to Slovenia, and back;
* Weapons and equipment for its own personnel;
* Documents required by the authorities of the RP in connection with the entry into and exit from its territory;
* Meals and lodging costs are paid by each ITASF Operator on training/logistic sites by cash or CC.

**Section 14**

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

**Security and Health Provisions at Work**

1. The RP will ensure that, when on the territory of the HN:

- all SN personnel are instructed on the regulations and rules regarding the safety, fire protection, environmental protection measures, the conservation of nature and water protection,

- all SN personnel are instructed on the emergency procedures of all military installations/facilities where Trainingwill be conducted,

- all SN personnel are instructed on the rules and measures of protecting the nature and cultural heritage.

1. If the Training will be held in/on areas of natural values, the RP will define permissible acts in/on those areas in accordance with the natural protection legislation, in Exercise Plan or other relevant operational document as set out in Section 2 of this TA.
2. If the training will be held in/on objects or areas of cultural heritage, the RP will define permissible acts in/on those objects or areas in accordance with the cultural heritage protection legislation, in Exercise Plan or other relevant operational document as set out in Section 2 of this TA.
3. SP will ensure that all the regulations and rules as set out in first and second paragraph of this Section will be followed and implemented.
4. All measures will be taken in order to prevent damage to and contamination of the environment, the infrastructure, natural values and cultural heritage by respecting the safety regulations, fire protection rules and measures, environmental, nature and cultural heritage protection rules of the HN. The HN will provide the SN personnel with the necessary information on applicable laws and regulations.

**Section 15**

**Force Protection**

1. Force Protection will be implemented in accordance with established NATO policy and procedures and in a manner consistent with the NATO SOFA. Under no circumstances will the force protection required or provided be contrary to the NATO SOFA or HN regulation.
2. The SP is responsible for identifying and providing its Force Protection requirements and limitations to the RP.
3. The RP will inform the SP of its proposed Force Protection measures, limitations and restrictions.

**Section 16**

**Exchange of Information**

Any national classified Information provided or generated under this TA will be used, stored, handled, transmitted, and safeguarded in accordance with applicable international security agreements or arrangements between the Participants and with the Participants’ respective national security laws and regulations. Any NATO Classified information will 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.

**Section 17**

**Settlement of Disputes**

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

**Section 18**

**Final Provisions**

1. This TA comes into effect upon the date of the last signature.
2. This TA will remain in effect until the Training is ended and SN personnel have departed from the territory of the HN. However, for financial purposes only, this TA will remain in effect until the payment for goods and services provided by the HN to the SP have been completed under the provisions of this TA.
3. This TA may be amended at any time, by written mutual consent of the Participants.
4. Each Participant may terminate this TA upon 30 days written notification.
5. In the event that this TA is terminated:

* the provisions of Section 4 (Logistic Support), 5 (Financial Provisions), and 15 (Liability for Damages), will remain in effect until all outstanding payments, claims and disputes are finally settled; and
* the provisions of Section 12 (Exchange of Information) will remain in effect until all such information and material is either destroyed or returned to the originating Participant.

Signed in the English language in 2 (two) original copies.

**For the Ministry of Defence of the Republic Slovenia**

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In……………………on………………..

**For The 4th Regiment of The Italian Special Forces**

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