

K oznámeniu č. 584/2002 Z. z.

AGREEMENT**between the Government of the Slovak Republic, the Government of the Czech Republic and the Government of the Republic of Poland concerning the Multinational Brigade**

The Government of the Slovak Republic, the Government of the Czech Republic and the Government of the Republic of Poland, hereinafter referred to as "the Parties",

Having regard to the initiative of the Slovak Republic to establish a joint multinational military unit;

Bearing in mind the Charter of the United Nations and other international documents concerning multilateral co-operation for peace and international security;

Having regard to the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (hereinafter referred to as NATO SOFA) signed in London on 19th June 1951 and 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 with its supplementing Protocol (hereinafter referred to as PFP SOFA), opened to the signature in Brussels on 19th June 1995;

Bearing in mind the Joint Communiqué from the meeting of the Ministers of Defence on the establishment of the multinational military unit signed in Bratislava on 30th May 2001;

have agreed as follows:

Article 1**Purpose of the Agreement**

The purpose of this Agreement is to define the responsibilities of the Parties, the principles of organisation and co-operation in the Multinational Brigade, hereinafter referred to as "the Brigade", and the status of its Headquarters and Staff.

Article 2**Technical Arrangement**

(1) Technical Arrangement concluded between Ministries of Defence of the Parties shall cover detailed solutions regarding responsibilities of the Brigade Commander and Headquarters personnel, allocation of posts and principles of their rotation, organisational

structure, equipment, training, logistic and financial support.

(2) The Parties agree that Technical Arrangement will not create any legally binding commitments under the international law.

Article 3**Definitions**

For the purpose of this Agreement the following definitions shall apply:

- a) Brigade. All organisational components mentioned in Article 7, paragraph 1 and 2 of this Agreement including personnel, materiel and armament provided by the Parties in connection with the co-operation aimed at establishment, operation and tasks performance by a joint multinational military unit.
- b) Headquarters. All components mentioned in Article 7, paragraph 1 a) of this Agreement including personnel, materiel and armament provided by the Parties in connection with the co-operation aimed at establishment, operation and tasks performance by the Brigade.
- c) Participating States. The Slovak Republic, the Czech Republic, the Republic of Poland.
- d) Sending States. The Czech Republic, the Republic of Poland.
- e) Receiving State. The Slovak Republic.
- f) National units. Units assigned by the Participating States to the Brigade as mentioned in Article 7, paragraph 1 b) of this Agreement.

Article 4**Location of the Brigade**

(1) The Brigade Headquarters shall be located in the territory of the Slovak Republic.

(2) National units of the Brigade shall be stationed in their own State territories. Details shall be covered by the Technical Arrangement.

Article 5
Tasks and Missions

(1) The mission of the Brigade is to participate in accordance with the Charter of the United Nations and according to the national laws and regulations of the Participating States in international peace operations led by the North Atlantic Treaty Organisation and/or the European Union.

(2) To perform tasks within the international peace operations the Brigade may also use some of its elements only.

(3) National units of the Brigade will also be available for national purposes.

(4) National units of the Brigade shall be sent to the peace operation on a voluntary basis.

Article 6
Language

English will be the official language of the Brigade.

Article 7
Organisational Structure of the Brigade

(1) The Brigade will consist of:

- Headquarters and its Staff,
- three units of a battalion size, while Army of each Participating State provides one unit,
- support elements, which will be agreed by the Parties according to operational requirements of peace missions.

(2) National contributions to the Headquarters will be supported by national support elements (NSEs).

(3) Details on composition shall be specified in the Technical Arrangement.

Article 8
Legal Status

The provisions of the NATO SOFA and PfP SOFA and their supplementary protocols shall apply to the Headquarters, its military and civilian personnel and their dependants.

Article 9
Claims

Article VIII of the NATO SOFA and/or PfP SOFA shall apply for any claims arising from official activities of the Brigade performed under this Agreement.

Article 10
Taxes, Customs and Charges

Any exemption from taxes, customs and charges

shall apply to the Brigade Headquarters and its personnel as far as it is granted by the NATO SOFA and/or PfP SOFA.

Article 11
Joint Budget

(1) The joint budget shared equally by the Parties will be set up for the Brigade Headquarters. As to the management of the Budget the Headquarters may hold currency of any kind and mutually charge in any currency.

(2) The Co-ordination Group as set up by the Article 20 of this Agreement will develop principles of the joint budget and financial management. Principles concerning preparation of the joint budget, expenses and financial management will be specified in the Technical Arrangement.

(3) Competent national audit institutions may whenever, but at least once a year, on a rotational basis audit the execution of the joint budget and accounts. The audit includes financial and performance aspects and shall be based on mutually accepted auditing standards and procedures developed by the Co-ordination Group.

(4) Regardless of paragraph 3 of this Article the national audit institutions are entitled to request all information and examine all files they consider necessary for auditing their national contributions and informing their respective governments and parliaments. These requests shall be channelled through the Commander of the Brigade.

Article 12
Contracting Capacity

(1) The Headquarters shall have the capacity:

- to enter into contracts,
- to acquire, register movable property and to dispose of it,
- to file, consider and settle or adjudicate claims and commitments in this respect,
- to manage joint budget.

(2) All assets financed from the joint budget shall become joint property of the States of the Parties. The provisions and procedures, which govern the disposal of joint property, shall be laid down in the Technical Arrangement.

(3) All costs related to the capacity mentioned in paragraph 1 shall be covered by the joint budget.

Article 13
Inviolability of Official Documents

The archives and other official documents of the Headquarters kept in premises used by the

Headquarters or in the possession of any properly authorised member of the Headquarters shall be inviolable, unless the Headquarters have waived this inviolability. At the request of the Receiving State the Headquarters in the presence of a representative of that State shall verify the nature of documents to confirm that they are entitled to immunity under this Article.

Article 14

Inviolability of Premises

(1) Inviolable premises of the Headquarters will be open up in the following way:

- a) The States officers including the Customs officers entitled according to internal regulations of the Receiving State to enter the premises of the Headquarters for the purposes of performing their official functions shall do so if the permission is granted by the Brigade commander or his representative.
- b) In emergency (fire, first aid) or by virtue of an order issued by an investigating magistrate the authorities operating in criminal proceeding shall be entitled to enter premises without preceding consent of the Brigade commander.

(2) The Headquarters will take all feasible measures to prevent their premises from being used as a refuge by persons who are avoiding retention under any law of the Receiving State or who are endeavouring to avoid procedure.

Article 15

Communication

(1) The radio-frequencies used by the Headquarters shall be agreed with the proper authorities of the Receiving State. The authorities of the Receiving State and the Headquarters will take measures to avoid or eliminate interference with military and civilian telecommunication services and electrical facilities.

(2) Communication means of the Headquarters shall be used for the purpose of fulfilment of tasks connected with duty.

(3) The criteria, regulations and rates for work and services of telecommunication operators and regulators shall not be less favourable than those applied to the Armed Forces of the Receiving State.

(4) In establishing and operating telecommunication facilities the Headquarters shall observe the provisions of the Constitution and Convention of the International Telecommunication Union and any valid legal norm in the field of telecommunication binding in the Receiving State. The Headquarters shall be exempted from this provision to the extent that such exemption is granted to the Armed Forces of the Receiving State.

(5) The Headquarters shall be entitled to send and

receive information provided with ciphering cover. Details shall be specified in the Technical Arrangement.

Article 16

Postal Services

(1) Official mail of the Headquarters may be sent through the postal or courier services of the Receiving State or through national military channels. Postal services shall be provided in accordance with internal legal regulations of the Receiving State.

(2) All mail and courier material which has been certified as being official and which is addressed to or sent by the Headquarters shall be exempted from customs examinations and censorship. Such mail or material will be marked with the term "Headquarters, Multinational Brigade Official Mail". Courier mail will not be sent through civilian postal services of the Receiving State.

Article 17

Traffic and Vehicles

(1) Traffic regulations of the Receiving State shall apply to the official vehicles and trailers of the Headquarters unless this Article provides otherwise.

(2) The Headquarters shall issue license plates for official vehicles and trailers of the Headquarters. These official vehicles and trailers shall not be subject to regulations of the Receiving State concerning compulsory insurance.

(3) Official vehicles and trailers of the Headquarters shall be exempted from the tolls for road use in the Receiving State.

(4) With respect to motor vehicles and trailers of the Headquarters, competent authorities of the Receiving State, in accordance with its domestic law, shall grant exemptions from regulations of the Receiving State concerning the construction, design and equipment of motor vehicles and trailers with due regard to public safety and order if such exemptions are necessary for the fulfilment of the Headquarters functions.

(5) Exemptions from the internal legal regulations of the Receiving State governing the road traffic shall be granted to the Headquarters on such conditions and to such extent as it permitted to the Armed Forces of the Receiving State provided that the vehicles and trailers are clearly marked as belonging to the Headquarters.

Article 18

Security

(1) Any classified information within the Brigade shall be treated and protected in accordance with applicable NATO security provisions and international

treaties concerning the protection of classified information concluded between the Parties. Exchange of the classified information between the national elements of the Brigade and their national authorities shall be governed by the appropriate domestic laws and regulations.

(2) The Headquarters will develop common implementing regulations in the field of security including security of information technology (IT Security) for approval by competent national authorities of the Receiving State.

(3) As to the protection of classified information the Parties will accept and use the following comparable security classification levels:

| SLOVAK REPUBLIC | CZECH REPUBLIC | REPUBLIC OF POLAND | ENGLISH EQUIVALENT |
|--------------------|-------------------|-----------------------|-----------------------|
| PRÍSNE TAJNÉ | PRÍSNE TAJNÉ | ŚCIŚLE TAJNE | TOP SECRET |
| TAJNÉ | TAJNÉ | TAJNE | SECRET |
| DÓVERNÉ | DŮVĚRNÉ | POUFNE | CONFIDENTIAL |
| VYHRADENÉ | VYHRAZENÉ | ZASTREZONE | RESTRICTED |

Article 19

Personal Data Protection

(1) Personal data shall be processed solely for the purposes envisaged in the NATO SOFA, PfP SOFA and this Agreement. Restrictions in possible applications based on the legislation of the Party supplying the information shall be observed. The regulations on collection, processing and use of personal data will be specified in the Technical Arrangement.

(2) This Article shall not impose an obligation of the Parties to carry out measures, which would contravene its internal legal regulations or threat security of the States of the Parties.

Article 20

Co-ordination Group

(1) Ministries of Defence shall establish a co-ordination group consisting of experts from the Ministries of Defence and General Staffs of the Parties Armed Forces. Details will be specified in the Technical Arrangement.

(2) The Co-ordination Group will settle various technical matters and issues related to establishment, allocation of key posts and principles of their rotation, organisational structure, equipment, training, logistic and financial support as well as terms of participation of the Brigade in peace operations.

(3) The Co-ordination Group will determine its own structure, procedures and (terms of reference) by itself.

(4) The Co-ordination Group may establish temporary working group from among the Parties experts for professional assessment of specific issues.

Article 21

Settlement of Disputes

(1) The Co-ordination Group shall settle any dispute concerning the interpretation and/or implementation of this Agreement. If not settled by the Co-ordination Group the dispute will be submitted to the Ministries of Defence of the Parties.

(2) No disputes will be submitted for settlement to any third party or international arbitration.

Article 22

Accession of other States

(1) Any State may apply in writing to accede to this Agreement.

(2) States applying for accession to this Agreement may be accepted with mutual written consent of all the Parties. In relation to these States Article 23 Paragraph 1 refers to the Agreement entry into force.

Article 23

Entry into Force, Amendments, Depository of the Agreement

(1) This Agreement is concluded for indefinite period. This Agreement shall be approved in accordance with internal legal regulations of each Party. This Agreement shall enter into force after ninety days since the date of receipt of the last notification by depository.

(2) The Agreement depository is the Slovak Republic. The depository will inform the Parties on:

- deposition of each ratification document or document of approval,
- date of entry into the force of the Agreement,
- each withdrawal from the Agreement,
- any other measure or information concerning this Agreement.

(3) This Agreement may be amended, supplemented and terminated by mutual written consent of the Parties. Amendments and supplements must be made in writing and will enter into force pursuant to Paragraph 1 of this Article.

(4) Any Party to this Agreement may withdraw from it. Written notification on withdrawal will be delivered to the Agreement depository. The effects of such withdrawal will enter into force after 12 months after the date of receipt of the appropriate notification to the depository.

(5) Termination of this Agreement shall not have an impact upon the financial commitments resulting from

its implementation. These commitments will remain in force until they are fully settled. This Agreement will be terminated 12 months after the delivery of the appropriate notification to the depository.

(6) In the case of termination of this Agreement or of

withdrawal of any Party from it, the information mentioned in the Articles 18 and 19 of this Agreement shall remain protected as stipulated in these Articles.

Done in Oravský Podzámok on 20th September 2001 in triplicate in English only.

For the Government
of the Slovak Republic:

Jozef Stank

For the Government
of the Czech Republic:

Jaroslav Tvrdík

For the Government
of the Republic of Poland:

Bronislaw Komorowski