

5. Uredba o ratifikaciji Memoranduma o soglasju med Ministrstvom za obrambo Italijanske republike in Ministrstvom za obrambo Republike Slovenije o zagotavljanju logistične podpore slovenskim silam, ki sodelujejo v Posebni mednarodni enoti v Bosni in Hercegovini

Na podlagi tretjega odstavka 63. člena Zakona o zunanjih zadevah (Uradni list RS, št. 1/91-I) izdaja vlada Republike Slovenije

U R E D B O

O RATIFIKACIJI MEMORANDUMA O SOGLASJU MED MINISTRSTVOM ZA OBRAMBO ITALIJANSKE REPUBLIKE IN MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE O ZAGOTAVLJANJU LOGISTIČNE PODPORE SLOVENSKIM SILAM, KI SODELUJEJO V POSEBNI MEDNARODNI ENOTI V BOSNI IN HERCEGOVINI

1. člen

Ratificira se Memorandum o soglasju med Ministrstvom za obrambo Italijanske republike in Ministrstvom za obrambo Republike Slovenije o zagotavljanju logistične podpore slovenskim silam, ki sodelujejo v Posebni mednarodni enoti v Bosni in Hercegovini, podpisan v Ljubljani dne 27. 10. 1998 in v Rimu dne 9. 11. 1998.

2. člen

Memorandum se v izvirniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:

MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF DEFENSE OF THE ITALIAN REPUBLIC AND THE MINISTRY OF DEFENSE OF THE REPUBLIC OF SLOVENIA ON THE PROVISION OF LOGISTIC SUPPORT TO THE SLOVENIAN FORCES PARTICIPATING IN THE MULTINATIONAL SPECIALIZED UNIT IN BOSNIA- HERZEGOVINA

The Ministry of Defense of the Italian Republic and the Ministry of Defense of the Republic of Slovenia, hereinafter referred to as "the Parties",

taking note of:

– The Resolution 1088 adopted by the Security Council of the United Nations on 12th December 1996, tasking NATO to continue the mission in the former Yugoslavia;

– SACEUR's OPLAN 10407 (final draft) "JOINT FORGE" concerning the continuation of the peace stabilization mission in Bosnia-Herzegovina;

– the decision of the Slovenian Republic to take part in the establishment of the NATO Multinational Specialized Unit due for employment in Bosnia-Herzegovina;

– the need to define the scope and the procedures for the Italian logistic support on behalf of the Slovenian forces,

HAVE AGREED AS FOLLOWS:

MEMORANDUM O SOGLASJU MED MINISTRSTVOM ZA OBRAMBO ITALIJANSKE REPUBLIKE IN MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE O ZAGOTAVLJANJU LOGISTIČNE PODPORE SLOVENSKIM SILAM, KI SODELUJEJO V POSEBNI MEDNARODNI ENOTI V BOSNI IN HERCEGOVINI

Ministrstvo za obrambo Italijanske republike in Ministrstvo za obrambo Republike Slovenije, v nadaljevanju "pogodbenici", sta se

glede na:

– Resolucijo št. 1088 Varnostnega sveta Združenih narodov z dne 12. decembra 1996, s katero je bilo Natu naloženo nadaljevati misijo v nekdanji Jugoslaviji;

– SACEUR-jev OPLAN 10407 (zadnji osnutek) "JOINT FORGE" (KOVAČNICA MIRU) o nadaljevanju misije za utrjevanje miru v Bosni in Hercegovini;

– sklep Republike Slovenije, da sodeluje pri oblikovanju Posebne mednarodne enote Nata, predvidene za delovanje v Bosni in Hercegovini;

– potrebo po opredelitvi obsega in postopkov za italijansko logistično podporo slovenskim silam,

SPORAZUMELI, KOT SLEDI:

Article 1
DEFINITIONS

1-1. MULTINATIONAL SPECIALIZED UNIT (MSU): an Italian-led Multinational Specialized Unit, operating under COMSFOR's operational command in the Area of Operations of the former Yugoslavia in accordance with the provisions of OPLAN 10407 "JOINT FORGE".

1-2. HOST NATION (HN): the Nation (ITALY in this case) which receives, temporarily hosts and supports the External Force on the national territory and in the Area of Operations, for the purposes as specified in the OPLAN 10407 "JOINT FORGE".

1-3. EXTERNAL FORCE (EF): the force (SLOVENIA in this case) of military with accompanying supplies and equipment participating in the MSU to be provided with logistic support.

1-4. HOST NATION SUPPORT (HNS): civil and military assistance rendered by ITALY to the EF on the Italian territory and in the Area of Operations in the former Yugoslavia for the purposes of the MSU.

1-5. TECHNICAL ARRANGEMENT (TA): the arrangement between the Carabinieri Headquarters and the General Staff of the Slovenian Armed Forces defining the scope and the procedures for the logistic support to be provided by the Host Nation.

1-6. CONTRIBUTING NATION/SENDING NATION (SN): the Slovenian Nation that provides the EF for the purposes as specified in the OPLAN 10407 "JOINT FORGE".

Article 2
PURPOSE

2-1. This MOU identifies the scope and the procedures for the Host Nation Logistic Support on behalf of the EF operating in the framework of the NATO MSU in Bosnia, both on the Italian territory and in the Area of Operations in the former Yugoslavia.

2-2. Though not specifically set forth in this MOU, legal aspects associated with the staging of SN personnel on the Italian territory shall be governed in accordance with Italian and international regulations and legislation.

2-3. The HNS shall commence with the entry of the initial components of the EF into the territory of the Italian Republic and/or Bosnian territory and shall continue until the last component of the EF departs the above-mentioned territory.

Article 3
RESPONSIBILITIES

3-1. Responsibilities of the Host Nation

The Host Nation shall:

- a. authorize the entry and transit of the EF in ITALY for its deployment to the Area of Operations;
- b. take all the necessary measures to facilitate the entry, reception, staging, training, movement, deployment, redeployment and supply of the EF;
- c. provide the required logistic support and services (food, fuel, vehicles, labor, hospitalization, links, etc.) as agreed by the Parties in the relevant TA;

1. člen
OPREDELITEV POJMOV

1-1 POSEBNA MEDNARODNA ENOTA (PME): Posebna mednarodna enota pod italijanskim vodstvom, ki deluje pod operativnim poveljstvom COMSFOR-ja na območju delovanja v nekdanji Jugoslaviji v skladu z določbami OPLAN-a 10407 "JOINT FORGE".

1-2 DRŽAVA GOSTITELJICA (DG): država (v tem primeru ITALIJA), ki sprejema, začasno gosti in podpira zunanjo silo na državnem ozemlju in na območju delovanja za namene, navedene v OPLAN-u 10407 "JOINT FORGE".

1-3 ZUNANJA SILA (ZS): vojaška sila (v tem primeru SLOVENIJA), ki s svojimi sredstvi in zalogami enote sodeluje v PME in se ji zagotovi logistična podpora.

1-4 PODPORA DRŽAVE GOSTITELJICE (PDG): civilna in vojaška pomoč, ki ju ITALIJA zagotavlja ZS na italijanskem ozemlju in na območju delovanja v nekdanji Jugoslaviji za namene PME.

1-5 TEHNIČNI DOGOVOR (TD): dogovor med Glavnim poveljstvom karabinerjev in Generalštabom Slovenske vojske, ki opredeljuje obseg in postopke za logistično podporo, ki jo zagotavlja država gostiteljica.

1-6 DRŽAVA POŠILJATELJICA (DP): slovenska država, ki prispeva ZS za namene, navedene v OPLAN-u 10407 "JOINT FORGE".

2. člen
NAMEN

2-1 Ta MOS določa obseg in postopke za logistično podporo države gostiteljice ZS, ki deluje v okviru Natove PME v Bosni, na italijanskem ozemlju in na območju delovanja v nekdanji Jugoslaviji.

2-2 Pravni vidiki, povezani s prisotnostjo osebja DP na italijanskem ozemlju, se urejajo v skladu z italijanskimi in mednarodnimi predpisi in zakonodajo, čeprav to ni posebej določeno v tem MOS.

2-3 PDG se začne izvajati z vstopom prvih enot ZS na ozemlje Italijanske republike in/ali bosansko ozemlje ter traja, dokler zadnja enota ZS ne zapusti zgoraj omenjenega ozemlja.

3. člen
OBVEZNOSTI

3-1 Obveznosti države gostiteljice

Država gostiteljica:

- a. dovoli ZS vstop v ITALIJO in tranzit čez ITALIJO za njeno razporeditev na območju delovanja;
- b. sprejme vse potrebne ukrepe, s katerimi omogoči vstop, sprejem, nastanitev, usposabljanje, gibanje, razporejanje, umik in oskrbo ZS;
- c. zagotovi zahtevano logistično podporo in storitve (hrana, gorivo, vozila, delo, bolnišnično oskrbo, zveze itd.) kot sta se pogodbenci sporazumeli v TD;

d. authorize the EF personnel to carry individual arms and ammunition on the Italian territory, during transit/training and within military facilities, in accordance with the security measures established by the Carabinieri authorities;

e. authorize the transportation of weapons and munitions for administrative/logistic purposes only, in coordination with the Carabinieri Headquarters;

f. provide the EF with the required intelligence data through the MSU Carabinieri Headquarters;

g. arrange for the provision of goods and services from commercial sources on behalf of the EF, upon specific request and on a reimbursement basis, if compatible with actual availability. However the SN may negotiate contracts for goods and services from commercial sources with HN's assistance, if required;

h. ensure, for the EF personnel in the Area of Operations, medical treatment, specialist visits and medical evacuation by military vehicles to medical facilities established at battalion/regiment level at no cost and to the same standard as provided to the Italian armed forces members. Same criteria shall apply for evacuation outside the Area of Operations, hospitalization and specialist visits, tests and medical treatment at a military or civilian hospital on the Italian territory. Otherwise medical assistance will be provided on a reimbursement basis.

3-2. Responsibilities of the Sending Nation and the External Force

a. The Sending Nation shall:

(1) abide by the laws of the Host Nation and respect the culture, traditions and customs of the local population both in Italy and in the Area of Operations;

(2) have primary responsibility for providing its own EF with logistic support and equipment. Nevertheless, it may utilize goods and services made available by the Host Nation or obtain them through the Host Nation in accordance with the arrangements set forth in the TA;

(3) reimburse the Host Nation for the costs of all goods and services ceded by Italy, save those items provided for use. Items for use will be carefully utilized and returned to the Host Nation in as good a condition as received, reasonable wear and tear excepted. Costs for the use of HN vehicles will be reimbursed by mileage in accordance with the arrangements set forth in the TA.

b. The External Force will:

(1) upon its entry into the Italian territory comply with Customs and Border Police procedures set forth in the TA;

(2) conduct operations in accordance with agreed plans and procedures;

(3) abide by the Host Nation laws and police regulations concerning the movement and storage of explosives and hazardous material as well as the regulations concerning the protection of the environment and cultural property;

d. dovoli osebju ZS nošenje osebnega orožja in streliva na italijanskem ozemlju med tranzitom/usposabljanjem in v vojaških objektih v skladu z varnostnimi ukrepi Glavnega poveljstva karabinjerjev;

e. dovoli prevoz orožja in streliva samo za upravne logistične namene, ki se uskladi z Glavnim poveljstvom karabinjerjev;

f. zagotovi ZS zahtevane obveščevalne podatke prek Glavnega poveljstva karabinjerjev PME;

g. uredi ZS zagotavljanje blaga in storitev iz komercialnih virov na posamezno zahtevo in na podlagi povračila, če je to v skladu z dejansko razpoložljivostjo. Vendar pa lahko DP sklone pogodbe za blago in storitve iz komercialnih virov s pomočjo DG, če je potrebna;

h. osebju ZS na območju delovanja zagotovi zdravstveno oskrbo, specialistične preglede in medicinsko evakuacijo z vojaškimi vozili do zdravstvenih zmogljivosti na ravni bataljona/polka, ki so brezplačni in na enaki ravni, kot se zagotavljajo članom italijanskih oboroženih sil. Ista merila se uporabljajo za evakuacijo zunaj območja delovanja, bolnišnično oskrbo, specialistične preglede, preiskave in zdravstveno oskrbo v vojaških ali civilnih bolnišnicah na italijanskem ozemlju. Drugače pa se medicinska pomoč zagotovi na podlagi povračila.

3-2 Obveznosti države pošiljateljice in zunanje sile

a. Država pošiljateljica:

(1) upošteva zakone države gostiteljice in spoštuje kulturo, tradicijo in običaje lokalnega prebivalstva v Italiji in na območju delovanja;

(2) je predvsem odgovorna za zagotavljanje logistične podpore in sredstev svoji ZS. Ne glede na to uporablja blago in storitve, ki jih da na razpolago država gostiteljica, ali jih pridobi prek države gostiteljice v skladu z dogovori iz TD;

(3) povrne državi gostiteljici stroške za blago in storitve, ki jih odstopi Italija, razen tistih, zagotovljenih za uporabo. Tisti, zagotovljeni za uporabo, se uporabljajo skrbno in vrnejo državi gostiteljici v enakem stanju, izključujoč običajno obrabo. Stroški za uporabo vozil DG se povrnejo v skladu z dogovori iz TD.

b. Zunanja sila:

(1) ob vstopu na italijansko ozemlje upošteva carinske postopke in postopke mejne policije iz TD;

(2) izvaja operacije v skladu z dogovorjenimi načrti in postopki;

(3) upošteva zakone in policijske predpise države gostiteljice o premeščanju in shranjevanju razstreliv in nevarnih snovi ter predpise o varstvu okolja in kulturnih dobrin;

(4) comply with the Italian criminal and civil legislation as well as public order regulations;

(5) in case of death of one or more members of the EF, ask for competent judicial authorization before arranging for the removal of the body;

(6) provide qualified personnel to coordinate all logistic activities (transportation, communications, messing, medical assistance, postal service, currency exchange, etc.);

(7) at military areas/installations provide personnel to assist the Italian personnel in controlling the access to the areas/installations and in carrying out the remaining duty services as agreed by the Parties;

(8) use the infrastructure/facilities granted for use by the Host Nation in accordance with arrangements to be agreed upon in the TA. Any change and/or improvement to such infrastructure facilities shall be subject to authorization by the Host Nation;

(9) agree not to cede to third parties the goods/services provided for use by the Host Nation unless authorized by the Host Nation itself.

c. In the Area of Operations the EF shall abide by the laws of the Host Nations, any NATO agreements and directives entered into and shall follow the directions of the MSU Commander to which the EF is subordinate for employment.

Article 4

FINANCIAL ARRANGEMENTS

4-1. The Sending Nations shall reimburse the Host Nation (Carabinieri Headquarters) for all mutually accepted costs incurred by said HQs in supporting the EF. Detailed invoice/claims procedures shall be specified in the TA by mutual agreement. Payments to the Host Nation shall be paid in Italian Lire within 60 days acceptance of the invoice.

4-2. The EF may procure all necessary goods and services from commercial sources. In this case, costs shall be paid directly to the suppliers of goods and services under the contractual arrangements, in any case prior to leaving the Host Nation/Country's territory. For the negotiation of contracts, the EF may be assisted by the Host Nation.

4-3. Costs chargeable to the EF for any good and service from civil/military sources shall be based on the actual cost of each service or good without any element of profit on the part of the Host Nation. Any transport expense borne by the Host Nation shall be reimbursed by the SN as a proportion of the actual use and in compliance with the costs arrangements between the Parties.

4-4. The expenses for any infrastructure work needed for the preparation of the staging area for the forces, unless they are borne by NATO or reimbursed by NATO to the Host Nation, will be borne by the Host Nation as well through payment of a daily rent as specified in the TA. The EF shall not refund the expenses required to set up the tent camp.

4-5. All expenses for personal services (meals at mess facilities, private telephone calls, etc.) will be directly borne by the individual.

(4) spoštuje italijansko kazensko in civilno zakonodajo ter predpise o javnem redu;

(5) če umre eden ali več članov ZS, zaprosi za ustrezno sodno dovoljenje, preden začne urejati vse potrebno za prevoz trupla;

(6) zagotovi usposobljeno osebje za usklajevanje vseh logističnih dejavnosti (prevoz, zveze, oskrba s hrano, zdravniška pomoč, poštna storitve, menjava valut itd.);

(7) v vojaških območjih/objektih zagotovi osebje, ki pomaga italijanskemu osebju pri nadzoru do stopa na območja/objekte in pri opravljanju drugih nalog, kot sta se sporazumeli pogodbenici;

(8) uporablja infrastrukturo/zmogljivosti, ki jih da v uporabo država gostiteljica v skladu z dogovori iz TD. Vsako spremembo in/ali izboljšavo take infrastrukture/zmogljivosti odobri država gostiteljica;

(9) se strinja, da brez dovoljenja države gostiteljice tretjim stranem ne odstopi blaga/storitev, ki jih za uporabo zagotovi država gostiteljica.

c. Na območju delovanja ZS upošteva zakone držav gostiteljic ter vse sklenjene Natove sporazume in smernice ter navodila poveljnika PME, ki mu je ZS podrejena.

4. člen

FINANČNI DOGOVORI

4-1 Država pošiljateljica povrne državi gostiteljici (Glavnemu poveljstvu karabinerjev) vse vzajemno sprejete stroške, ki jih je imelo Glavno poveljstvo s podporo ZS. Podrobni postopki za izdajo računov/zahtevkov se sporazumno določijo v TD. Plačila državi gostiteljici se opravijo v italijanskih lirah v 60 dneh po prejemu računa.

4-2 ZS lahko nabavi vse potrebno blago in storitve pri komercialnih virih. V tem primeru se stroški plačajo neposredno dobaviteljem blaga in storitev po pogodbenih določbah, vsekakor pa preden zapusti državo gostiteljico/ozemlje države. Pri sklepanju pogodb lahko država gostiteljica pomaga ZS.

4-3 Stroški, ki se zaračunajo ZS za kakršno koli blago in storitev iz civilnih/vojaških virov, temeljijo na dejanskih stroških posamezne storitve ali blaga, pri čemer država gostiteljica nima dobička. DP povrne vse stroške prevoza, ki jih ima država gostiteljica glede na dejansko uporabo in v skladu z dogovori med pogodbenicama o stroških.

4-4 Stroške za vsa infrastrukturna dela, potrebna za pripravo namestitvenega območja za sile, bodo, če jih ne krije Nato ali jih Nato ne povrne državi gostiteljici, tudi krije država gostiteljica prek plačila dnevne najemnine, kot je to določeno v TD. ZS ne povrne stroškov za postavitve šotarišča.

4-5 Vse stroške za osebne storitve (obroki v menzah, zasebni telefonski klici itd.) neposredno krije posameznik.

Article 5
DAMAGES

Any damage caused to the property of either party and to third parties shall be handled in accordance with the Host Nation legislation and regulations applicable to the Italian armed forces. Any dispute shall be settled through diplomatic channels.

Article 6
DISCLOSURE OF INFORMATION

The parties shall take all lawful steps to properly store, handle and safeguard all classified material held, used, generated, supplied or exchanged under this MOU in order to avoid the accidental disclosure of classified information.

Article 7
DURATION

7-1. This MOU shall come into force on the day when the Slovenian side informs the Italian side that all its procedures required for the entry into force of the Memorandum have been fulfilled. The present MOU shall apply provisionally as from the day of its signature. It shall remain valid until either Party requests to terminate it giving a 2 months notice in writing.

7-2. Thereafter this MOU shall continue to be in effect until all outstanding bills and claims have been settled.

Article 8
AMENDMENTS AND INTERPRETATION

8-1. The contents of this MOU may be reviewed, renegotiated or amended at any time by mutual agreement upon request of either Party.

8-2. Any difference regarding the interpretation and implementation of this MOU will be resolved by consultation between the Parties without referring to arbitration by international organizations.

Article 9
LANGUAGE

This MOU is written in three original copies in English language.

Article 10
SIGNATURE

In witness whereof, the undersigned, duly authorized by their respective Authorities, have signed this MOU.

Ljubljana on 27. 10. 1998 and in Rome on 09. 11. 1998.

For the Ministry of Defence
of the Italian Republic
Il Capo del IV Reparto
Magg. Gen. Valter Sini, (s)

For the Ministry of Defence
of the Republic of Slovenia
Bogdan Koprivnikar, (s)

5. člen
ŠKODA

Škoda, povzročena na lastnini katere koli pogodbenice in tretjim stranem, se obravnava v skladu z zakoni in predpisi države gostiteljice, ki se uporabljajo za italijanske oborožene sile. Vsi spori se rešujejo po diplomatski poti.

6. člen
RAZKRITJE PODATKOV

Pogodbenici uporabita vse zakonske ukrepe, da bosta pravilno hranili, ravnali in varovali vse zaupno gradivo, ki se hrani, uporablja, izdelava, priskrbi ali izmenja po tem MOS, da bi se izognili naključnemu razkritju zaupnih podatkov.

7. člen
TRAJANJE

7-1 Ta MOS začne veljati z dnem, ko slovenska stran obvesti italijansko stran, da so izpolnjeni vsi postopki, potrebni za začetek veljavnosti tega memoranduma. Ta MOS se začasno uporablja od dne podpisa. Velja, dokler ga ena od pogodbenic pisno ne odpove dva meseca vnaprej.

7-2 Ta MOS velja, dokler niso poravnani vsi neplačani računi in zahtevki.

8. člen
SPREMEMBE IN RAZLAGA

8-1 Vsebina tega MOS se lahko na prošnjo ene od pogodbenic kadarkoli pregleda, se o njej ponovno pogaja ali kadarkoli sporazumno spremeni.

8-2 Vse razlike v razlagi in pri izvajanju tega MOS se razrešijo s posvetovanjem med pogodbenicama brez arbitraže mednarodnih organizacij.

9. člen
JEZIK

Ta MOS je sestavljen v treh izvornikih v angleškem jeziku.

10. člen
PODPIS

V potrditev tega sta podpisana, ki sta ju za to pravilno pooblastili njuni oblasti, podpisala ta MOS.

Ljubljana, 27. 10. 1998 in Rim, 09. 11. 1998.

Za Ministrstvo za obrambo
Italijanske republike
vodja IV. oddelka
mag. gen. Valter Sini l. r.

Za Ministrstvo za obrambo
Republike Slovenije
Bogdan Koprivnikar l. r.

3. člen

Za izvajanje memoranduma skrbi Ministrstvo za obrambo Republike Slovenije.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 800-10/98-3(T1)

Ljubljana, dne 4. februarja 1999

Vlada Republike Slovenije

dr. Janez Drnovšek l. r.
Predsednik

6. Uredba o ratifikaciji Tehničnega dogovora med Glavnim poveljstvom karabinjerjev in Generalštabom Slovenske vojske k Memorandumu o soglasju (MOS) med italijanskim Ministrstvom za obrambo in Ministrstvom za obrambo Republike Slovenije o zagotavljanju logistične podpore slovenski zunanji sili, ki sodeluje v PME na italijanskem ozemlju in v logistični bazi v Butmirju pri izvajanju SACEUR-jevega OPLAN-a 10407 "Joint Forge"

Na podlagi tretjega odstavka 63. člena Zakona o zunanjih zadevah (Uradni list RS, št. 1/91-I) izdaja vlada Republike Slovenije

U R E D B O

O RATIFIKACIJI TEHNIČNEGA DOGOVORA MED GLAVNIM POVELJSTVOM KARABINJERJEV IN GENERALŠTABOM SLOVENSKE VOJSKE K MEMORANDUMU O SOGLASJU (MOS) MED ITALIJANSKIM MINISTRSTVOM ZA OBRAMBO IN MINISTRSTVOM ZA OBRAMBO REPUBLIKE SLOVENIJE O ZAGOTAVLJANJU LOGISTIČNE PODPORE SLOVENSKI ZUNANJI SILI, KI SODELUJE V PME NA ITALIJANSKEM OZEMLJU IN V LOGISTIČNI BAZI V BUTMIRJU PRI IZVAJANJU SACEUR-jevega OPLAN-a 10407 "JOINT FORGE"

1. člen

Ratificira se Tehnični dogovor med Glavnim poveljstvom karabinjerjev in Generalštabom Slovenske vojske k Memorandumu o soglasju (MOS) med italijanskim Ministrstvom za obrambo in Ministrstvom za obrambo Republike Slovenije o zagotavljanju logistične podpore slovenski zunanji sili, ki sodeluje v PME na italijanskem ozemlju in v logistični bazi v Butmirju pri izvajanju SACEUR-jevega OPLAN-a 10407 "Joint Forge", ki je bil podpisan v Ljubljani dne 29. 10. 1998 in v Rimu dne 18.11.1998.

2. člen

Tehnični dogovor se v izvorniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:*

**TECHNICAL ARRANGEMENT
BETWEEN THE CARABINIERI HEADQUARTERS
AND THE SLOVENIAN DEFENSE GENERAL
STAFF PERTAINING TO THE MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE
ITALIAN MINISTRY OF DEFENSE AND THE
MINISTRY OF DEFENSE OF THE REPUBLIC OF
SLOVENIA ON THE LOGISTIC SUPPORT ON THE
ITALIAN TERRITORY AND ON THE BUTMIR
LOGISTIC BASE TO THE SLOVENIAN EXTERNAL
FORCE PARTICIPATING IN THE MSU IN
IMPLEMENTATION OF THE SACEUR's OPLAN
10407 "JOINT FORGE"**

**TEHNIČNI DOGOVOR
MED GLAVNIM POVELJSTVOM
KARABINJERJEV IN GENERALŠTABOM
SLOVENSKE VOJSKE K MEMORANDUMU O
SOGLASJU (MOS) MED ITALIJANSKIM
MINISTRSTVOM ZA OBRAMBO IN
MINISTRSTVOM ZA OBRAMBO REPUBLIKE
SLOVENIJE O ZAGOTAVLJANJU LOGISTIČNE
PODPORE SLOVENSKI ZUNANJI SILI, KI
SODELUJE V PME NA ITALIJANSKEM OZEMLJU
IN V LOGISTIČNI BAZI V BUTMIRJU PRI
IZVAJANJU SACEUR-jevega OPLAN-a 10407
"JOINT FORGE"**

TABLE OF CONTENTS

KAZALO

Article	Subject	Člen	Vsebina
	PREAMBLE AND REFERENCES		UVOD IN AKTI, NA KATERE SE SKLICUJE DOGOVOR
1	DEFINITIONS	1.	OPREDELITEV POJMOV
2	PURPOSE	2.	NAMEN
3	FACILITIES	3.	ZMOGLJIVOSTI
4	MESSING	4.	OSKRBA S HRANO
5	VEHICLES	5.	VOZILA
6	GENERAL SERVICES	6.	SPLOŠNE STORITVE
7	EQUIPMENT	7.	SREDSTVA
8	TRANSPORTATION	8.	PREVOZ
9	POSTAL SERVICE AND COMMUNICATIONS	9.	POŠTNE STORITVE IN ZVEZE
10	CUSTOMS PROCEDURES	10.	CARINSKI POSTOPKI
11	FINANCIAL ARRANGEMENTS	11.	FINANČNI DOGOVORI
12	NATIONAL FLAGS	12.	DRŽAVNE ZASTAVE

* Priloge k tehničnemu dogovoru so na vpogled v Sektorju za mednarodne pravne zadeve Ministrstva za zunanje zadeve Republike Slovenije.

13 COMMENCEMENT, MODIFICATION
AND DURATION
14 LOCAL ARRANGEMENT
15 DISCLOSURE OF INFORMATION
16 LANGUAGES
SIGNATURE

APPENDICES

PREAMBLE AND REFERENCES

The Carabinieri Headquarters and the Slovenian Defense General Staff, hereinafter referred to as "the Parties", taking note of:

- Resolution 1088 adopted by the Security Council of the United Nations on 12th December 1996, tasking NATO to continue the mission in the former Yugoslavia;
 - SACEUR's OPLAN 10407 (final draft) "JOINT FORGE" concerning the continuation of the peace stabilization mission in Bosnia-Herzegovina;
 - the decision of the Slovenian Republic to take part in the establishment of the NATO Multinational Specialized Unit due for employment in Bosnia-Herzegovina;
 - the need to arrange for the reception, support and transit of External Forces bound to the Area of Operations;
 - the need to define the scope and the procedures for the Italian logistic support on behalf of the Slovenian forces;
 - the Memorandum of Understanding between the Ministry of Defense of the Italian Republic and the Ministry of Defense of the Slovenian Republic,
- HAVE AGREED AS FOLLOWS:

Article 1

DEFINITIONS

Multinational Specialized Unit (MSU): an Italian-led Multinational Specialized Unit, operating under COMSFOR's operational command in the Area of Operations in the former Yugoslavia in accordance with the provisions of SACEUR's OPLAN 10407 "JOINT FORGE".

Contributin Nations (CN): the Nations that contribute forces to the MSU.

Host Nation (HN): the Nation (ITALY in this case) which receives, temporarily hosts and supports the External Force on the national territory and in the Area of Operations for the purposes as specified in the OPLAN 10407 "JOINT FORGE".

Sending Nation (SN): the Nation (SLOVENIA in this case) that contributes the EF for the purposes of OPLAN 10407 "JOINT FORGE".

External Force (EF): the force (SLOVENIA in this case) of the military with accompanying supplies and equipment participating in the MSU to be provided with logistic support.

Technical Arrangement (TA): the arrangement between the Carabinieri Headquarters, on behalf and as appointed by the Italian Defense General Staff, and the Slovenian Defense General Staff, on behalf of the Sending Nation,

13. ZAČETEK, SPREMEMBE IN TRAJANJE
14. LOKALNI DOGOVOR
15. RAZKRITJE PODATKOV
16. JEZIK
PODPIS

PRILOGE

UVOD IN AKTI, NA KATERE SE SKLICUJE DOGOVOR

Glavno poveljstvo karabinjerjev in Generalštab Slovenske vojske, v nadaljevanju "pogodbenci", sta se glede na:

- Resolucijo št. 1088 Varnostnega sveta Združenih narodov z dne 12. decembra 1996, s katero je bilo Natu naloženo nadaljevati misijo v nekdanji Jugoslaviji;
 - SACEUR-jev OPLAN 10407 (zadnji osnutek) "JOINT FORGE" (KOVAČNICA MIRU) o nadaljevanju misije za utrjevanje miru v Bosni in Hercegovini;
 - sklep Republike Slovenije, da sodeluje pri oblikovanju Posebne mednarodne enote Nata, predvidene za delovanje v Bosni in Hercegovini;
 - potrebo po zagotavljanju sprejema, podpore in tranzita zunanjih sil, povezanih z območjem delovanja;
 - potrebo po opredelitvi obsega in postopkov za italijansko logistično podporo slovenskim silam;
 - Memorandum o soglasju med Ministrstvom za obrambo Italijanske republike in Ministrstvom za obrambo Republike Slovenije,
- SPORAZUMELI, KOT SLEDI:

1. člen

OPREDELITEV POJMOV

Posebna mednarodna enota (PME): Posebna mednarodna enota pod italijanskim vodstvom, ki deluje pod operativnim poveljstvom COMSFOR-ja na območju delovanja v nekdanji Jugoslaviji v skladu z določbami SACEUR-jevega OPLAN-a 10407 "JOINT FORGE".

Sodelujoče države (SD): države, ki prispevajo sile za PME.

Država gostiteljica (DG): država (v tem primeru ITALIJA), ki sprejema, začasno gosti in podpira zunanjo silo na državnem ozemlju in na območju delovanja za namene, navedene v OPLAN-u 10407 "JOINT FORGE".

Država pošiljateljica (DP): država (v tem primeru SLOVENIJA), ki prispeva ZS za namene OPLAN-a 10407 "JOINT FORGE".

Zunanja sila (ZS): vojaška sila (v tem primeru SLOVENIJA), ki s svojimi sredstvi in opremo sodeluje v PME, in se ji zagotovi logistična podpora.

Tehnični dogovor (TD): dogovor med Glavnim poveljstvom karabinjerjev, v imenu in kot ga določi italijanski Generalštab, in slovenskim Generalštabom v imenu DP na podlagi določb, navedenih v MOS, in razpoložljivih virov. TD

based on the provisions set forth in the MOU and the resources available. The TA defines the scope and the procedures of the logistic support to be provided by the Host Nation.

Local Arrangement (LA): the agreement between the HNS Commander and the Commander of the EF operating at the BLB (or an appointed deputy), defining the details and destination of each area/facility made available.

MSU Logistic Base at Butmir (BLB): premises, to be established, including prefabs, living quarters, facilities and areas for the accommodation of the MSU personnel, as well as the logistic support facilities.

Staging area (SA): the areas and the movables and real properties therein located made available to the EF to enable it to accomplish its mission.

Host Nation Support (HNS): civil and military assistance rendered by the HN to the EF on the Italian territory and in the Area of Operations of the former Yugoslavia for the purposes as specified in OPLAN 10407.

MSU Commander of the BLB (COMBLB): the Commander of the MSU (COMMSU), responsible for the coordination and supervision of the activities of the EF and for the coordination with the HNSC.

Host Nation Support Commander (HNSC): the purposely appointed Italian officer responsible for the Italian personnel, territory and property associated with employment of the EF. He is responsible for providing, upon request of the other Party, the support made available by the HN.

National Representative (NR): the officer representing the SN and the MSU Headquarters.

Civilian Personnel (CP): the term includes the civilian component of the Armed Forces, the individuals who are closely related to the MSU and subject to its regulations but who are not subordinate to it, such as the employees of other Ministries of the Contributing Nations and other indispensable manpower to operate Schools, Postal Offices, Exchange Posts, Banks and Medical Assistance stations.

Local Civilian Personnel (LCP): personnel hired by contract by the MSU or the External Force for specific requirements.

Gross negligence: the intentional failure to perform a manifest duty in reckless disregard of mandatory rules of conduct, or unskillfulness. The simpler the norms disregarded, the more serious the negligence.

Joint use: common use of facilities, goods and services by the Italian and External Forces for fulfilling the activities covered by OPLAN 10407.

Exclusive use: use, by the force of a single Nation, of specific facilities, goods and services located within the perimeter of the BLB or in staging areas, to carry out the activities covered by OPLAN 10407. By no means shall the granting of installations and/or facilities to the External Forces for their exclusive use impair the exercise of sovereignty by the Italian State.

opredeljuje obseg in postopke logistične podpore, ki jo zagotovi država gostiteljica.

Lokalni dogovor (LD): dogovor med poveljnikom PDG in poveljnikom ZS, ki deluje pri LBB (ali imenovanim namestnikom), ki določa podrobnosti in namembnost vsakega razpoložljivega območja/zmogljivosti.

Logistična baza PME v Butmirju (LBB): prostori, ki se pripravijo, vključno z montažnimi objekti, namestitveni prostori, zmogljivosti in območja za nastanitev osebja PME ter zmogljivosti za logistično podporo.

Namestitvena območja (NO): območja ter premočnine in nepremičnine, ki so tam in so na razpolago ZS, da lahko izpolni svojo nalogo.

Podpora države gostiteljice (PDG): civilna in vojaška pomoč, ki ju DG zagotavlja ZS na italijanskem ozemlju in na območju delovanja v nekdanji Jugoslaviji za namene, navedene v OPLAN-u 10407.

Poveljnik PME v LBB (POVLBB): poveljnik PME (POV-PME), pristojen za usklajevanje in nadzor dejavnosti ZS in za usklajevanje s PPDG.

Poveljnik podpore države gostiteljice (PPDG): posebej za to imenovani italijanski častnik, pristojen za italijansko osebje, ozemlje in lastnino, povezano z uporabo ZS. Pristojen je za zagotavljanje podpore, ki jo da na razpolago DG na zahtevo druge pogodbenice.

Predstavnik države (PD): častnik, ki predstavlja DP pri poveljstvu PME.

Civilno osebje (CO): izraz vključuje civilni del oboroženih sil, posameznike, ki so tesno povezani s PME in za katere veljajo njeni predpisi, vendar ji niso podrejeni, kot so uslužbenci drugih ministrstev sodelujočih držav in drugo osebje, ki je nujno potrebno za delovanje šol, poš, menjalnic, bank in zdravniške pomoči.

Lokalno civilno osebje (LCO): osebje, ki ga s pogodbo najame PME ali zunanja sila za določene potrebe.

Velika malomarnost: namenska opustitev opravljanja dolžnosti z zavestnim neupoštevanjem obveznih pravil obnašanja ali neveščim ravnanjem. Malomarnost je tem večja, kolikor preprostejše so neupoštevane norme.

Skupna uporaba: skupna uporaba zmogljivosti, blaga in storitev, ki jih pri opravljanju dejavnosti, zajetih v OPLAN-u 10407, uporabljajo italijanske in zunanje sile.

Izključna uporaba: posebne zmogljivosti, blago in storitve v LBB ali na namestitvenih območjih, ki jih uporabljajo sile ene države za izvajanje dejavnosti, zajetih v OPLAN-u 10407. Dodelitev objektov in/ali zmogljivosti zunanjim silam za njihovo izključno uporabo nikakor ne ovira uresničevanja suverenosti italijanske države.

Article 2
PURPOSE

2.1. The Technical Arrangement defines the procedures whereby the Carabinieri Headquarters shall arrange the logistic support that Italy, as Host nation, has agreed to provide under the MOU to the EF participating in the MSU and due to operate in Italy and Bosnia-Herzegovina, during entry, staging and exit into/from the territories of the above-mentioned Nations in implementation of OPLAN 10407 "JOINT FORGE".

2.2. The HNS:

- shall include the supply of materials, equipment and services as envisaged by this TA;
- shall be to the same standard as the support provided to the Italian troops participating in the MSU;
- can be supplemented by the support that the SFOR Headquarters provide to the troops operating out of their national borders.

2.3. This TA also defines the arrangements for reimbursement by the Sending Nation to the Carabinieri for the support provided to its EF, in accordance with the Table of Costs at Appendix A which can be periodically updated by mutual agreement.

2.4. The HNS shall begin with entry of the EF into the Italian territory, ensuring all reasonable support services and facilitations associated with the transfer of personnel, materials and supply as well as the staging and resupply of Forces and shall continue until the last component of the EF departs Italy.

2.5. Any permanent or temporary increase in EF personnel shall be subject to prior notification to the MSU Headquarters.

Article 3
FACILITIES

3.1. During staging of the EF in Italy, the HN shall grant the use of Carabinieri facilities at no cost except for the cost of supply of electrical power.

3.2. The HN shall provide billeting facilities for the MSU, except for the headquarters premises, the cost of which shall be paid by NATO. A plan for the use of prefabs and living quarters to be carried out in the BUTMIR area is shown at Appendix B.

3.3. The SN shall pay the HN a rent for the use of the facilities as a proportion of the numbers of troops being billeted, in accordance with the method explained at Table "A".

3.4. The National representative shall be responsible for the facilities granted to the EF for exclusive use. Any upgrading and/or improvement of such facilities shall be subject to prior authorization of the MSU Headquarters. If authorized, they shall be paid in full by the EF.

3.5. Any change of destination of buildings and facilities is a responsibility of the MSU Headquarters.

3.6. The costs for minor repair are included in the cost of "general services" as per the table of costs at Appendix A.

2. člen
NAMEN

2.1 Tehnični dogovor opredeljuje postopke, s katerimi Glavno poveljstvo karabinerjev zagotavlja logistično podporo, za katero se je Italija kot država gostiteljica strinjala, da jo zagotovi po MOS ZS, ki sodeluje v PME, ki bo delovala v Italiji in Bosni in Hercegovini, med vstopom, prisotnostjo in izstopom na/iz ozemelj zgoraj omenjenih držav pri izvajanju OPLAN-a 10407 "JOINT FORGE".

2.2 PDG:

- vključuje oskrbo z materialom, opremo in storitvami, kot to predvideva ta TD;
- je na enaki ravni kot podpora, ki se zagotovi italijanskim enotam v PME;
- se lahko dopolni s podporo, ki jo poveljstva SFOR-ja zagotavljajo enotam, ki delujejo zunaj svojih državnih meja.

2.3 Ta TD tudi določa dogovore za povračilo države pošiljateljice karabinerjem za podporo, ki so jo zagotovili njeni ZS, v skladu s stroškovnikom v Prilogi A, ki se lahko periodično sporazumno dopolnjuje.

2.4 PDG se začne z vstopom ZS na italijansko ozemlje, pri čemer se zagotovijo vse običajne storitve in možnosti za podporo, povezane s premikom osebja, materiala in opreme ter za nastanitev in nadaljnjo oskrbo sil, in se nadaljuje, dokler zadnja enota ZS ne zapusti Italije.

2.5 Poveljstvo PME se predhodno obvesti o vsakem stalnem ali začasnem povečanju osebja ZS.

3. člen
ZMOGLJIVOSTI

3.1 Med namestitvijo ZS v Italiji DG zagotovi uporabo objektov/zmogljivosti karabinerjev, ki je brezplačna, razen stroškov oskrbe z električno energijo.

3.2 DG zagotovi PME nastanitvene zmogljivosti, razen prostorov poveljstva, katerih stroške plača Nato. Načrt uporabe montažnih objektov in nastanitvenih prostorov na območju Butmirja je prikazan v Prilogi B.

3.3 DP plača DG najemnino za uporabo zmogljivosti glede na število nastanjenih enot v skladu z načinom, pojasnjanim v Tabeli "A".

3.4 Predstavniki države je odgovoren za zmogljivosti, ki se dodelijo v izključno uporabo ZS. Vsako izboljšavo takih zmogljivosti mora predhodno odobriti poveljstvo PME. Če jo odobri, stroške v celoti plača ZS.

3.5 Vsaka sprememba namembnosti zgradb in zmogljivosti je v pristojnosti poveljstva PME.

3.6 Stroški manjših popravil so zajeti v stroških za "splošne storitve" po stroškovniku v Prilogi A.

Article 4
MESSING

4.1. During staging of the EF in Italy the messing costs listed in Appendix "A" shall be paid to the HN.

4.2. The HN shall provide the EF with three meals a day to the standard of those provided to the Italian personnel in the local mess facilities. If meals cannot be taken in the mess facilities because of off-base duty, prepared meals shall be furnished.

4.3. In case of long tours of duty, meals, if available, can be taken at the mess facilities in the SFOR Headquarters area located in the Area of Operations.

4.4. The EF agrees to reimburse the HN for the following:

- the cost of the meals at the same price as charged to the Italian personnel and subsequent adjustments in relation to the number of troops;

- the cost of the meals at the same price charged by the SFOR Headquarters for meals taken by their personnel.

4.5. The National Representative shall participate, or appoint a deputy to participate, in the periodical preparation of the menu.

4.6. The EF shall loan, if specifically requested by the MSU Commander, own personnel to help with the messing service, in numbers commensurate to the EF size.

Article 5
VEHICLES

5.1. The Host Nation shall furnish, upon request, own vehicles to the EF in the same numbers and types as those envisaged for the other MSU companies, so as to ensure an optimum level of interoperability and operational integration of the EF into the MSU.

5.2. The costs of the use of vehicles shall be reimbursed by the EF to the HN by mileage per vehicle at the rate established by Direzione Generale Armamenti Terrestri of the Ministry of Defense. Such rate, to be periodically adjusted, according to the attached table of costs, includes the cost of fuel (POL), insurance, tires, maintenance and depreciation.

5.3. The EF agrees to use the vehicles belonging to the Carabinieri with utmost care and shall compensate for damages resulting from malice, voluntary infringement and gross negligence and not covered by insurance.

5.4. The vehicles granted for EF use are allowed to circulate freely on national territory in accordance with Italian traffic regulations and in connection with the activities covered by OPLAN 10407. Military vehicles may be driven by members of the SN holding either a national, international or military driving licence. The request for convoy movement must be forwarded to the HNSC in advance so that he can take the necessary steps to coordinate movement with the appropriate Authorities.

4. člen
OSKRBA S HRANO

4.1 Med nastanitvijo ZS v Italiji se stroški oskrbe s hrano iz Priloge A plačajo DG.

4.2 DG zagotavlja ZS tri dnevne obroke na enaki ravni kot tisti, ki se zagotavljajo italijanskemu osebju v lokalnih menzah. Če obrokov ni mogoče zaužiti v menzi zaradi nalog zunaj baze, se zagotovijo že pripravljene obroki.

4.3 Če so naloge dolgotrajnejše, se obroki, če so na voljo, lahko zaužijejo v menzah poveljstev SFOR na območju delovanja.

4.4 ZS se strinja, da bo povrnila DG:

- stroške obrokov po enaki ceni, kot se zaračuna italijanskemu osebju glede na dejansko število enot;

- stroške obrokov, kot jih zaračuna poveljstvo SFOR za obroke svojega osebja.

4.5 Predstavniki države sodeluje ali imenuje svojega namestnika pri rednem pripravljanju jedilnika.

4.6 ZS na posebno zahtevo poveljnika PME posodi toliko svojega osebja, ki pomaga pri oskrbi s hrano, kot ustreza velikosti ZS.

5. člen
VOZILA

5.1 Država gostiteljica na zahtevo ZS zagotovi toliko vozil določenega tipa, kot je to predvideno za druge čete PME, tako da se zagotovi najvišja možna raven interoperabilnosti in operativne vključenosti ZS v PME.

5.2 ZS povrne DG stroške za uporabo vozil na podlagi kilometrine na vozilo po stopnji, ki jo določi Direzione Generale Armamenti Terrestri (Glavna uprava za kopenske vojaške sile) pri Ministrstvu za obrambo. Taka stopnja, ki se periodično uskladi s priloženim stroškovnikom, vključuje stroške za gorivo in mazivo, zavarovanje, gume, vzdrževanje in amortizacijo.

5.3 ZS se strinja, da bo uporabljala vozila karabinjerjev z vso skrbnostjo in povrnila škodo, ki je posledica naklepa, prostovoljne kršitve in velike malomarnosti, in ni pokrita z zavarovanjem.

5.4 Vozila, dodeljena v uporabo ZS, se lahko prosto vključujejo v promet na državnem ozemlju v skladu z italijanskimi prometnimi predpisi in glede na dejavnosti, zajete v OPLAN-u 10407. Vojaška vozila lahko vozijo člani DP, ki imajo veljavno nacionalno, mednarodno ali vojaško vozniško dovoljenje. Zahtevo za premik konvojev je treba vnaprej poslati PPDG, tako da ta lahko sprejme ustrezne ukrepe za uskladitev premika z ustreznimi oblastmi.

Article 6
GENERAL SERVICES

6.1. The HN shall be responsible for all general services needed for base operation. Such general services shall be rendered to the EF on the same terms as for Italian personnel and shall include:

- first-aid medical treatment by medical personnel and nurses in the premises of the infirmary to be established;
- supply of water, through connection to the water-works and supply from the local water system;
- supply of electrical power through connection to the electrical network and provision by a public utility company or independent power generators;
- garbage disposal and removal by a local firm;
- laundry service;
- hook-up to the Bosnian telephone system and use of telephone lines;
- hiring of civilian manpower (interpreters, cooks and cleaners);
- minor infrastructure maintenance works;
- maintenance of material, except vehicle maintenance which is already included in the cost by mileage.

6.2. The SN agrees to pay the price per person specified in the attached table of costs, which shall be equal to the price charged to the Italian Army personnel operating in Bosnia-Herzegovina, and any adjustment thereof.

Article 7
EQUIPMENT

7.1. The HN shall provide, on the request of the SN, the same individual equipment issued to its MSU personnel, at the same price paid for its own supplies and, in case of short supply, it shall charge the price requested by the supplier.

7.2. The HN shall arrange, in the Area of Operations, for the purchase of goods and services on behalf of the SN, if specifically requested by the EF to do so and based on resource availability. The HN agrees to render such assistance as necessary to enable the EF to negotiate contracts on its own.

7.3. The SN shall reimburse the HN for the cost of the supplies requested.

Article 8
TRANSPORTATION

8.1. The transportation of the EF from their home country to the Area of Operations is a Sending Nation's responsibility.

8.2. The transportation of personnel and materials on behalf of the EF from Italy to the Area of Operations shall not be reimbursed only if carried out jointly with Italian troops on vehicles planned for the latter. Alternative vehicles shall be identified for transportation to be effected exclusively on behalf of the EF and relevant costs shall be reimbursed in full.

8.3. The request for transportation by aircraft/ships to fill EF requirements shall be forwarded to the MSU Headquarters sufficiently in advance in order to allow the discharge of the prescribed authorization procedures.

6. člen
SPLOŠNE STORITVE

6.1 DG je odgovorna za vse splošne storitve, potrebne za delovanje baze. Takšne splošne storitve se ZS zagotovijo pod enakimi pogoji kot italijanskemu osebju in vključujejo:

- prvo pomoč, ki jo zagotavlja zdravstveno osebje v ambulanti, ki se vzpostavi;
- oskrbo z vodo, ki bo zagotovljena s priključitvijo na vodovod in z oskrbo iz lokalnega vodnega sistema;
- oskrbo z električno energijo s priključitvijo na električno omrežje in iz javnih gospodarskih družb ali iz generatorjev;
- odvoz smeti z lokalnim podjetjem;
- pranje;
- priključitev na bosanski telefonski sistem in uporabo telefonskih zvez;
- najemanje civilnih oseb (tolmačev, kuharjev in čistilcev);
- manjša vzdrževalna dela na infrastrukturnih objektih;
- vzdrževanje opreme, razen vzdrževanja vozil, ki je že vključeno v strošek kilometrine.

6.2 DP se strinja, da plača stroške na osebo, navedene v priloženem stroškovniku, ki so enaki tistim, ki se zaračunavajo italijanskemu vojaškemu osebju v Bosni in Hercegovini, in vsako spremembo stroškov.

7. člen
OPREMA

7.1 DG na prošnjo DP zagotovi enako osebno opremo kot svojemu osebju PME po isti ceni, kot jo plača za lastno oskrbo in ob omejenih zalogah zaračuna ceno, ki jo zahteva dobavitelj.

7.2 DG na območju delovanja omogoči nakup blaga in storitev v imenu DP, če to posebej zahteva ZS in na podlagi razpoložljivih virov. DG se strinja, da po potrebi zagotovi tako pomoč, da bi ZS lahko sama sklepala pogodbe.

7.3 DP povrne DG stroške za zahtevano oskrbo.

8. člen
PREVOZ

8.1 Prevoz ZS iz matične države na območje delovanja je v pristojnosti države pošiljateljice.

8.2 Stroški prevoza osebja in opreme za ZS iz Italije na območje delovanja se ne povrnejo, samo če se opravi skupaj z italijanskimi enotami, na vozilih, namenjenih slednjim. Druga vozila se določijo za prevoz, ki se opravi izključno za ZS, stroški zanj pa se v celoti povrnejo.

8.3 Zahteva za prevoz z letali/ladjami za izpolnitev zahtev ZS se pošlje poveljstvu PME toliko vnaprej, da lahko to izvede predpisane postopke za odobritev.

8.4. The requests for the movement and transfer through national territory of dangerous materials (fuels, explosives, weapons) or those requiring handling with special care, by aircraft, territorial and/or inland waters, rail and/or road system, shall be forwarded to the HNSC who shall authorize them after checking their compliance with the Italian legislation and issue the necessary safety measures.

Article 9

POSTAL SERVICE AND COMMUNICATIONS

9.1. The HN ensures the use of the post-office box at the Pisa Post Office and the Military Postal Service in the stretch between Pisa and Sarajevo.

9.2. The EF is responsible for sorting out official correspondence from private correspondence and for ensuring that envelopes bear the correct stamping.

9.3. The HN ensures the use of the public telephone lines for private calls at the same price charged to the Italian personnel.

Article 10

CUSTOMS PROCEDURES

10.1. The SN shall see to it that the prescribed customs procedures for the movement of its personnel and materials are complied with.

10.2. The External Force shall forward to the Ispettorato Logistico dell'Esercito, Ufficio MOTRA, well in advance, through the regular diplomatic channels, the Military Attaché or the Joint Staff, dates, personnel data and transiting vehicles so that the above-mentioned office can prepare the authorizations issued by the Defense General Staff in close coordination with the Ministries of Foreign Affairs, Finance and Interior.

10.3. The EF shall hand over to customs officials five copies of the complete list of personnel and the essential data of their identification papers.

10.4. The EF shall hand over to customs officials five copies of a certification of temporary import/export of equipment specifying each item of equipment. Materials, weapons and ammunition shall be listed by category specifying:

- type and weapon service number;
- type and total quantity of ammunition.

10.5. The EF shall hand over to customs officials five copies of a certification of temporary import/export of vehicles specifying type, registration plate and chassis number.

10.6. All contacts with the customs authorities shall take place through a Declaring officer, purposely appointed by his Command which shall notify his name. For the sake of uniformity with the procedure followed by the Italian contingent, the forms below, recognized by Bosnia-Herzegovina, shall be used:

- STANAG 2026, NATO Travel Order, for personnel (Appendix C);

- form "302", a certification form for import/export of materials, to be filled only upon entry into the Country (Appendix D);

- "TRITTICO", to be attached to the vehicles' log book. It shall specify the name of the driver of the specific vehicle (Appendix E).

8.4. Zahteve za premik in prevoz nevarnih snovi (gorivo, razstrelivo, orožje) ali tistih, s katerimi je treba ravnati posebej pazljivo, čez državno ozemlje z letali, po teritorialnih in/ali notranjih vodah, železniškem in/ali cestnem sistemu, se pošljejo PPDG, ki jih odobri po tem, ko preveri njihovo skladnost z italijansko zakonodajo in določi potrebne varnostne ukrepe.

9. člen

POŠTNE STORITVE IN ZVEZE

9.1. DG zagotavlja možnost uporabe poštnega predala pri Pošti v Pisi in Vojaške pošte na relaciji Pisa-Sarajevo.

9.2. ZS je pristojna za ločevanje uradne pošte od zasebne in za zagotavljanje pravičnega frankiranja.

9.3. DG zagotavlja uporabo javnih telefonskih zvez za zasebne klice po isti ceni, kot se zaračunava italijanskemu osebju.

10. člen

CARINSKI POSTOPKI

10.1. DP poskrbi, da se spoštujejo predpisani carinski postopki za premike njenega osebja in opreme.

10.2. Zunanja sila vnaprej sporoči Ispettorato Logistico dell'Esercito, Ufficio MOTRA (Inšpektoratu za logistiko pri vojski, urad MOTRA) po redni diplomatski poti prek vojaškega atašėja ali združenega štaba datume, osebne podatke in podatke o vozilih v tranzitu, tako da zgoraj omenjeni urad pripravi dovoljenja, ki jih izda Generalštab v tesnem sodelovanju z ministrstvi za zunanje zadeve, finance in notranje zadeve.

10.3. ZS izroči carinikom popoln seznam osebja v petih izvodih in bistvene podatke o njihovih osebnih dokumentih.

10.4. ZS izroči carinikom pet izvodov potrdila o začasnem uvozu/izvozu opreme, na katerem so navedeni vsi deli opreme. Oprema, orožje in strelivo se razvrstijo v skupine, pri čemer se navedejo:

- tip in serijska številka orožja,
- tip in celotna količina streliva.

10.5. ZS izroči carinikom pet izvodov potrdila o začasnem uvozu/izvozu vozil, na katerem so navedeni tip, registrska številka in številka šasije.

10.6. Vsi stiki s carinskimi organi potekajo prek častnika, ki ga posebej za to imenuje njegovo poveljstvo, ki tudi sporoči njegovo ime. Zaradi poenotenja s postopkom, ki ga uporablja italijanski kontingent, se uporabljajo spodnji obrazci, ki jih priznava Bosna in Hercegovina:

- STANAG 2026, Nato Travel Order (nalog za premeštevitev), za osebje (Priloga C);

- obrazec "302", potrdilo za uvoz/izvoz opreme, ki se izpolni le ob vstopu v državo (Priloga D);

- "TRITTICO", ki se priloži tehnični knjižici. V njem je navedeno ime voznika določenega vozila (Priloga E).

Article 11

FINANCIAL ARRANGEMENTS

11.1. The general principles set forth in article 4 of the MOU shall apply. The prices charged to the SN shall be the actual cost paid by the HN without any element of profit.

11.2. The SN shall reimburse the HN in a single payment the costs for the supply of materials specifically requested to fill the EF requirements.

11.3. The SN shall reimburse the HN, every six months:

– the operating expenses, to include:

· messing expenses, to be computed by multiplying the price per person by the actual number of days of presence of EF personnel, plus expenses for messing at SFOR Headquarters, if any;

· general services, to be computed by multiplying the price per person by the total force and the number of days considered;

· motor vehicles, to be computed by multiplying the kilometer cost by the distance travelled;

– the daily per capita rent for use of prefab living quarters in accordance with the method explained at Table "A".

11.4. Upon reception of the materials/infrastructure or at the end of the six-month period, the HNSC shall deliver to the National Representative a detailed list (Appendix F) of the materials/infrastructure/services supplied/ceded, with costs and the total amount claimed. The National Representative shall issue a dated and signed receipt.

11.5. Within 60 days after receipt of such detailed list, duly initialled by the EF Representative, the SN effect the reimbursement in Italian currency broken down into operating expenses and rent expenses in CORIMEC to the Comando Generale dell'Arma dei Carabinieri – Reparto Autonomo Servizio Amministrativo in Rome.

Article 12

NATIONAL FLAGS

Flags shall be flown at same height, with the center pole left for the garrison flag; the NATO flag shall be flown on the right and national flags on the left, as established in article 63 of SMD G-116 publication "Regulations for territorial and garrison service".

Article 13

COMMENCEMENT, MODIFICATION AND DURATION

13.1. This TA shall come into force on the day when the Slovenian side informs the Italian side that all its procedures required for the entry into force of the TA have been fulfilled and shall apply to the Forces that shall make up the MSU and the civilian personnel subordinate to it. The present TA shall apply provisionally as from the day of its signature.

13.2. The contents of the TA may be reviewed, renegotiated and amended by mutual accord upon request of either Party. Any disagreement regarding the interpretation or implementation of the TA shall be resolved by the Parties and shall not be referred to international organizations.

11. člen

FINANČNI DOGOVORI

11.1 Uporabljajo se splošna načela iz 4. člena MOS. Stroški, ki se zaračunajo DP, so dejanski stroški, ki jih je poravnala DG brez dobička.

11.2 DP povrne DG z enkratnim plačilom stroške za oskrbo z materialom, posebej zahtevano za izpolnitev zahtev ZS.

11.3 DP povrne DG vsakih šest mesecev:

– stroške poslovanja, ki vključujejo:

· stroške oskrbe s hrano, ki se izračunajo tako, da se pomnoži cena na osebo za dejansko število dni prisotnosti osebja ZS in prišteje morebitne stroške za oskrbo s hrano na poveljstvih SFOR;

· splošne storitve, ki se izračunajo tako, da se pomnoži cena na osebo za celotno silo in število upoštevanih dni;

· motorna vozila, kar se izračuna tako, da se pomnoži strošek kilometra za prevoženo razdaljo;

– dnevno najemnino na osebo za uporabo montažnih nastanitvenih prostorov v skladu z načinom iz Tabele "A".

11.4 Pri prejemu materiala/infrastrukture ali po izteku šestih mesecev PPDG dostavi predstavniku države natančen seznam (Priloga F) dobavljenega/odstopljenega materiala/infrastrukture/storitev s stroški in zahtevanim skupnim zneskom. Predstavnik države izda podpisano potrdilo z datumom.

11.5 V šestdesetih dneh po prejemu takšnega natančnega seznama, ki ga je pravilno parafiral predstavnik ZS, DP povrne Comando Generale dell'Arma dei Carabinieri-Reparto Autonomo Servizio Amministrativo (Glavnemu poveljstvu karabinjerjev) v Rimu stroške v italijanski valuti razdeljene na stroške poslovanja in stroške za najemnino v CORIMEC-u.

12. člen

DRŽAVNE ZASTAVE

Zastave visijo na enaki višini, pri čemer je na sredini zastava garnizije, na desni zastava Nata in na levi državne zastave, kot je določeno v 63. členu SMD G-116 Pravilnika za teritorialno službo in garnizijo.

13. člen

ZAČETEK, SPREMEMBE IN TRAJANJE

13.1 Ta TD začne veljati z dnem, ko slovenska stran obvesti italijansko stran, da so izpolnjeni vsi postopki za začetek veljavnosti tega TD in se uporablja za sile, ki sestavljajo PME in civilno osebje, ki ji je podrejeno. Ta TD se začasno uporablja od dne podpisa.

13.2 Vsebina tega TD se lahko na prošnjo ene od pogodbenic pregleda, se o njej ponovno pogaja ali sporazumno spremeni. Vse razlike v razlagi ali izvajanju TD razrešita pogodbenici brez mednarodnih organizacij.

13.3. This arrangement remain in effect until either Party decides to terminate it. Thereafter, for legal and administrative matters, it continue to remain in effect until all outstanding bills and claims have been settled even after the return home of the FE at the completion of the mission.

Article 14

LOCAL ARRANGEMENT

The HNSC and the NR, in the framework of the mutual commitment undertaken to ensure an effective collaboration and to maintain good relation among the contingents, monitor at all times the implementation of this TA and consider whether to prepare a LOCAL ARRANGEMENT, if necessary, to define in detail the terms on which each service shall be rendered and each facility used.

Article 15

DISCLOSURE OF INFORMATION

The parties shall take all lawful steps to properly store, handle and safeguard all classified material held, used, generated, supplied or exchanged under this TA in order to avoid the disclosure of classified information.

Article 16

LANGUAGES

This TA is written in three original copies in English language.

SIGNATURE

In witness whereof the undersigned, duly authorized by their respective authorities, have signed this TA in Ljubljana on 29 October 1998 and in Rome on 18 November 1998.

FOR THE CARABINIERI HEADQUARTERS Col. Massimo Iadanza , (s) Chief, IV Division	FOR THE SLOVENIAN DEFENCE GENERAL STAFF Iztok Podbregar , (s)
--	--

APPENDICES

This Technical Arrangement consists of 6 Appendices which are an integral part of it. It shall be considered incomplete and non applicable if the Appendices are removed.

APPENDIX A: Costs

APPENDIX B: Plan for billeting in the Butmir area

APPENDIX C: NATO Travel Order, Stanag 2026

APPENDIX D: Form "302", for the certification of import/export of materials

APPENDIX E: TRITTICO form for temporary importation of vehicles

APPENDIX F: Standard NATO Invoice/Claim form

13.3 Ta dogovor velja, dokler se katera od pogodbenic ne odloči, da ga odpove. Po tem pa velja za pravne in administrativne zadeve, dokler niso poravnani vsi neplačani računi in zahtevki, tudi po vrnitvi ZS ob koncu misije.

14. člen

LOKALNI DOGOVOR

PPDG in PD v okviru skupne obveznosti zagotoviti učinkovito sodelovanje in ohraniti dobre odnose med kontingenti ves čas spremljata izvajanje tega TD in po potrebi preučita, ali je treba pripraviti LOKALNI DOGOVOR, da se podrobno določijo pogoji za zagotavljanje storitev in uporabo zmogljivosti.

15. člen

RAZKRITJE PODATKOV

Pogodbenici uporabita vse zakonske ukrepe, da bosta pravilno hranili, ravnali in varovali vse zaupno gradivo, ki se hrani, uporablja, izdelava, priskrbi ali izmenja po tem TD, da bi se izognili naključnemu razkritju zaupnih podatkov.

16. člen

JEZIK

Ta TD je sestavljen v treh izvornikih v angleškem jeziku.

PODPIS

V potrditev tega sta podpisana, ki sta ju za to pravilno pooblastili njuni oblasti, podpisala ta TD v Ljubljani 29. oktobra 1998 in v Rimu 18. novembra 1998.

ZA GLAVNO POVELJSTVO KARABINERJEV vodja IV. oddelka podpolkovnik Massimo Iadanza l. r.	ZA GENERALŠTAB SLOVENSKE VOJSKE načelnik Generalštaba brigadir Iztok Podbregar l. r.
---	---

PRILOGE

Ta Tehnični dogovor vključuje šest prilog. Če niso priložene, se šteje, da je TD nepopoln in da ga kot takega ni moč uporabljati.

PRILOGA A: Stroškovnik

PRILOGA B: Predlog urbanizacije in rabe nastanitvene- ga območja PME v Butmirju

PRILOGA C: NATO Travel Order, STANAG 2026

PRILOGA D: Obrazec "302" – potrdilo o uvozu/izvozu opreme

PRILOGA E: Obrazec "TRITTICO" – za prevozna sredstva

PRILOGA F: Obrazec za fakturiranje STANAG 2135 "Nota descrittiva"

3. člen

Za izvajanje tehničnega dogovora skrbi Ministrstvo za obrambo Republike Slovenije.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 802-02/98-8(T1)

Ljubljana, dne 4. februarja 1999

Vlada Republike Slovenije

dr. Janez Drnovšek l. r.
Predsednik

VSEBINA

- | | | |
|----|--|----|
| 5. | Uredba o ratifikaciji Memoranduma o soglasju med Ministrstvom za obrambo Italijanske republike in Ministrstvom za obrambo Republike Slovenije o zagotavljanju logistične podpore slovenskim silam, ki sodelujejo v Posebni mednarodni enoti v Bosni in Hercegovini | 41 |
| 6. | Uredba o ratifikaciji Tehničnega dogovora med Glavnim poveljstvom karabinjerjev in Generalštabom Slovenske vojske k Memorandumu o soglasju (MOS) med italijanskim Ministrstvom za obrambo in Ministrstvom za obrambo Republike Slovenije o zagotavljanju logistične podpore slovenski zunanji sili, ki sodeluje v PME na italijanskem ozemlju in v logistični bazi v Butmirju pri izvajanju SACEURjevega OPLAN-a 10407 "Joint Forge" | 46 |

ISSN 1318-0932



Izdajatelj Služba Vlade RS za zakonodajo – v. d. direktorja Tone Dolčič –
Založnik Uradni list RS, d.o.o. – Direktor Marko Polutnik – Urednica Marija
Petrovič-Kurt – Priprava Uradni list RS, d.o.o., Tisk Tiskarna SET, d.o.o., Vevče
– Internet <http://www.uradni-list.si> – e-mail: info@uradni-list.si