

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF SERBIA**

**ON MILITARY COOPERATION**

The Government of the Republic of Austria and the Government of the Republic of Serbia, hereinafter referred to as the “Parties”,

Taking into account the purposes and principles of the Charter of the United Nations,

Desiring to contribute to peace and security in the world,

Acting in the spirit of partnership and cooperation with a wish to develop good relations through military cooperation, in order to enhance mutual esteem, confidence and understanding,

Have agreed as follows:

## **Article 1**

### **Definitions**

The terms to be used in this Agreement have the following meanings:

- (1) “Sending Party” – the state that sends personnel, assets and equipment to the territory of the Receiving Party;
- (2) “Receiving Party” – the state on whose territory the personnel, assets and equipment of the Sending Party are present.

## **Article 2**

### **Aim**

- (1) The aim of this Agreement is to establish general principles and procedures for military cooperation between the Parties.

The **Parties** shall cooperate on the basis of the principles of reciprocity and mutual interests.

## **Article 3**

### **Relation of the Agreement with other agreements**

This Agreement shall not affect the rights and obligations of the Parties arising from international agreements which they have concluded either individually or together.

## **Article 4**

### **Competent Authorities**

- (1) The Competent Authorities in charge of the implementation of this Agreement are the Federal Minister of Defence of the Republic of Austria and the Ministry of Defence of the Republic of Serbia.
- (2) For the purpose of implementation of this Agreement, the Competent Authorities may conclude implementing arrangements.

## **Article 5**

### **Areas of Cooperation**

Areas of cooperation under this Agreement shall include:

- 1) defence and security policy;
- 2) military economic cooperation;
- 3) military technical cooperation;
- 4) military education and training;
- 5) military medicine and veterinarian science; and
- 6) other areas of military cooperation agreed upon by the Competent Authorities.

## **Article 6**

### **Activities of cooperation**

Activities of cooperation under this Agreement shall include:

- 1) official visits;
- 2) working meetings;
- 3) exchange of experience and consultations;
- 4) participation in military education and training;
- 5) participation in exercises;
- 6) participation in conferences, symposia and seminars; and
- 7) other activities agreed upon by the Competent Authorities.

## **Article 7**

### **Annual Programme of Cooperation**

On the basis of this Agreement and in compliance with specific needs, the Competent Authorities shall develop annually a programme of cooperation for the following calendar year, specifying the activities, their time and venue, responsible structures, the number of participants and other issues related to the organization and implementation of this programme.

## **Article 8**

### **Protection of Information**

Information generated and/or exchanged under this Agreement shall be protected in accordance with national and international law binding upon the Parties.

## **Article 9 Financial Matters**

(1) In principle, each Party shall bear its own costs related to the execution of this Agreement, including:

- a) travel expenses;
- b) course fees raised by the Receiving Party;
- c) board and accommodation;
- d) required personnel insurance, including health insurance;
- e) medical care, if not covered by subparagraph d).

(2) In general the Sending Party will reimburse the receiving Party all support and services rendered, except if stated otherwise in an implementing arrangement or agreed otherwise with the Receiving Party. Invoices for support and services will be provided to the Competent Authority of the Sending Party by the Competent Authority of the Receiving Party. All invoices will be legible, detailed to include VAT, and clearly state the support and services rendered. Invoices issued by the Competent Authority of the Receiving Party will be paid/reimbursed by the Sending Party as expeditiously as possible, but not later than 90 days after reception of the invoice, to the bank account stated on the invoice or provided by the Competent Authority of the Receiving Party.

(3) All costs for support and services provided to the Sending Party by a civilian provider in connection with the execution of this Agreement will be settled directly by the Sending Party with the respective civilian provider.

(4) Based on the principles of reciprocity and equal burden, members of delegations involved in activities under Article 6 subparagraph 1 of this Agreement will be provided by the Receiving Party board and accommodation, travel in the territory of the Receiving Party and a visitors' programme without payment.

## **Article 10 Legal Matters**

(1) Members of the armed forces of the Sending Party are obliged to respect the laws, regulations and procedures of the Receiving Party in course of activities conducted under this Agreement in the territory of the Receiving Party.

(2) The status of the members of the armed forces of the Sending Party while present in the territory of the Receiving Party in accordance with this Agreement, including matters of disciplinary and criminal jurisdiction, shall be governed by the Agreement among the States

Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA), signed in Brussels on 19<sup>th</sup> June 1995.

(3) Claims (other than contractual claims) shall be handled in accordance with the PfP SOFA, as applicable. Claims not covered by the PfP SOFA shall be governed by applicable national and international law binding upon the Parties.

### **Article 11 Medical protection**

In case of necessity, the Receiving Party shall provide emergency medical care for the Personnel of the Sending Party while on its territory for the purpose of the implementation of this Agreement. Emergency medical care provided in military medical facilities shall be free of charge, and in civilian medical facilities shall be provided against reimbursement.

### **Article 12 Resolution of Disputes**

Disputes arising from the interpretation or implementation of this Agreement shall be resolved by mutual negotiations and consultations between the Parties.

### **Article 13 Amendments**

The Parties may introduce amendments to this Agreement at any time upon mutual written consent. Such amendments will enter into force in accordance with Article 15 of this Agreement.

### **Article 14 Termination of the Agreement**

(1) Either Party may terminate this Agreement by a written notification to the other Party. The Agreement is terminated six (6) months after the receipt of such a written notification.

(2) In case of termination of this Agreement, all the activities initiated in the period when this Agreement was in force shall be carried out under the same conditions that were applied when the activities were initiated.

(3) In case of termination of this Agreement, the implementing arrangements under Article 4 (2) of this Agreement shall be revised by the Competent Authorities in order to determine their further application.

### **Article 15** **Entry into Force**

(1) This Agreement shall enter into force on the date on which the Parties have notified each other in writing that they have completed the necessary procedures for its entry into force under their respective national legislations.

(2) On the date when this Agreement enters into force, the Agreement on Military Cooperation between the Government of the Republic of Austria, represented by the Federal Minister of Defence, and the Council of Ministers of Serbia and Montenegro, signed in Belgrade on 28<sup>th</sup> March 2006, ceases to be valid.

(3) This Agreement shall remain in force for an indefinite period of time.

Signed in \_\_\_\_\_, on \_\_\_\_\_ 20\_ in two originals each in the Serbian, German and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text will prevail.

FOR THE GOVERNMENT OF  
THE REPUBLIC OF AUSTRIA

FOR THE GOVERNMENT OF  
THE REPUBLIC OF SERBIA

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