

FINABEL COORDINATING COMMITTEE

Quartier Reine Elisabeth
Rue d'Evere

B-1140 BRUSSELS

Tél Col : 02/701.41.04

Tél Maj : 02/701.41.03

Tél Srt : 02/701.68.24

FAX : 02/701.71.78

E-mail : finabel@mil.be

12 April 2011

FIN/SEC/27.368-C

DISPATCH NOTE

SUBJECT	Promulgation of report Finabel Nr C.40.R
TITLE	“GENERIC MEMORANDUM OF UNDERSTANDING, TECHNICAL AGREEMENT OR OTHER”.
REFERENCE	FIN/SEC/27.367-C dated 18 March 2011
OBSERVATION	The above-referenced document may be destroyed.

(Signed)

Colonel DESJEUX P.
Head of Finabel
Permanent Secretariat

Promulgation of report Finabel Nr C.40.R

**“GENERIC MEMORANDUM OF UNDERSTANDING,
TECHNICAL AGREEMENT OR OTHER”.**

DATE OF PROMULGATION : 12 April 2011



BIBLIOGRAPHICAL PAPER C.40.R

1. <u>References</u> : Work Group MAN Meeting 1/2011	2. <u>Other references</u> :
3. <u>Promulgation</u> : 12 Apr 2011	4. <u>Revision</u> :
5. <u>Number of pages</u> : 38	6. <u>Classification</u> : UNCLASSIFIED
7. <u>Title</u> : "GENERIC MEMORANDUM OF UNDERSTANDING, TECHNICAL AGREEMENT OR OTHER".	
8. <u>Originator</u> : ITALY	9. <u>Address</u> : Stato Maggiore dell'Esercito – IV Reparto Logistico Via XX Settembre 123/A, 00187 Roma ITALY
10. <u>Key words</u> : EU BG, Logistics, MOU, TA.	
11. <u>Summary</u> : The study is guidance to the TCN involved in the establishment of a EU Battlegroup. All the talks and the activities conducted during the planning phase must result in official documents where their intention has to be clearly stated. The study provides standardized formats to the TCN (MOU and TA) that could help them in the final phase of the EU Battlegroup planning process, where all the features of the operation have to be settled. Particularly relevant is the drafting of the Technical Agreement, where the highest level of accuracy is requested in order to avoid any kind of misunderstanding between the TCN.	

STUDY C.40.R

**“GENERIC MEMORANDUM OF UNDERSTANDING,
TECHNICAL AGREEMENT OR OTHER”.**

Table of Contents

- 1. THE BACKGROUND**
- 2. THE NEED**
- 3. THE CHALLENGE**
- 4. MEMORANDUM OF UNDERSTANDING**
- 5. TECHNICAL AGREEMENT/S**
- 6. HOST NATION SUPPORT DOCUMENTS**
- 7. CONCLUSIONS**

ANNEX A
MEMORANDUM OF UNDERSTANDING

ANNEX B
TECHNICAL AGREEMENT

1. Background.

With the introduction of the Battlegroup Concept, the European Union became a global player ready to share in the responsibility for global security.

On 1 January 2007 the EU Battlegroup reached the Full Operational Capability and since then, the EU is able to fulfil its ambition of having the capacity to plan and conduct two concurrent single Battlegroup-sized rapid response operations, including the ability to launch both such operations simultaneously.

The Battlegroup is defined as the minimum militarily effective, credible, rapidly deployable, coherent force package capable of stand-alone operations, or of being used for the initial phase of larger operations.

It is based on a combined arms, battalion-sized force, reinforced with combat support and combat service support elements.

In its generic composition, but depending on the mission, a Battlegroup is about 1.500 personnel strong.

The Battlegroup is based on the principle of multinationality and may be formed by a framework nation or by a multinational coalition of Troop Contributing Nations (TCN) for an autonomous EU operation.

In all cases, interoperability and military effectiveness will be key criteria.

A Battlegroup is associated with a deployable force headquarters and pre-identified operational and strategic enablers, such as strategic lift and logistics; in addition to this, TCN may contribute with niche capabilities, providing specific elements with added value to the Battlegroup.

The Battlegroup is sustainable for 30 days in initial operations, extendable to 120 days, if re-supplied appropriately.

2. The need.

Since the Full Operational Capabilities of the EU Battlegroup (2007), TCN have made available 2 stand-by units on a 6 months rotational basis, formed, in most cases, with components of different nations under the operational command of a Framework Nation or a Lead Nation, based on the model set up during the EU's peacekeeping mission in the Democratic Republic of the Congo (Operation Artemis).

Due to the short period of rotation and to the different TCN / Units (Tab. A) involved in this activity, it is widely recognised the utility of standardising the preparation of the Battlegroups, in order to obtain an homogeneous product and to facilitate the planning phase.

	Semester	MS (& TS)	BG POC
Detailed commitments	2007-1	FR, BE	FR
		DE, NL, FI	DE
	2007-2	IT, HU, SI	IT
		EL, RO, BU, CY	EL
	2008-1	SE, FI, EE, NO	SE
		ES, DE, FR, PT	ES
	2008-2	DE, FR, BE, LU, ES	DE
		UK	UK
	2009-1	IT, ES	IT
		EL	EL
	2009-2	CZ, SK	CZ
		BE, FR, LU	BE
	2010-1	PL, DE, LV, LT, SK	PL
		UK, NL	UK
	2010-2	IT, RO, TR	IT
		ES, FR, PT	ES
	2011-1	NL, DE, FI, AT, LT	NL
		SE, FI, NO , EE, IE	SE
	2011-2	EL, BG, RO, CY, UA ¹	EL
		PT, ES, FR, IT ²	PT
2012-1	FR, BE, LU	FR	
	vacant		
BG-package commitments	2012-2	IT, SI, HU	IT
		DE, AT, CZ, HR, FYROM* , IE	DE
	2013-1	PL, DE, FR	PL
		vacant	
	2013-2	UK, SE	UK
		vacant	
2014-1	EL ³ , BG ⁴ , RO, CY	EL	
	SE ⁵	SE	
Initial Offers	2014-2	BE, NL ⁶ , DE, LU, ES	BE
		ES, IT	ES
	2015-1	vacant	
		vacant	
	2015-2	FR, BE ⁷	FR
	vacant		

Tab. A - EU BATTLEGROUP OFFERS AND COMMITMENTS, as of 14 Oct 2010

- * former Yugoslav Republic of Macedonia
1 Participation of Ukraine is to be confirmed.
2 EUROFOR (PT lead)
3 Final confirmation to be made at BGCC 1/11
4 The participation of BG is to be confirmed.
5 TCN to be decided
6 NL participation pending political decision
7 BE participation pending political decision

3. The challenge.

Every Battlegroup has to be considered unique, as are the conditions under which the TCN prepare their contribution to it and define C2, legal, training, logistics and financial arrangements.

However, the main documents in which all the above-mentioned aspects are formalised, should follow common patterns that could be adapted to the specific situation.

The purpose of the present study is to offer a guidance to the TCN in the drafting of the basic official documents related to the Battlegroup organisation and functioning, with special attention to the different possible options regarding logistic support.

Subject of the analysis are the Memorandum of Understanding and the Technical Agreement/s.

4. Memorandum of Understanding.

The Memorandum of Understanding (MOU) represents the overarching political agreement between the TCN.

It is the first and the highest level document stating the intent of forming a multinational Battlegroup.

It also constitutes the basis of the further, more detailed arrangements on the establishment of the Battlegroup (i.e. Technical Agreement/s).

According to the previous experience and to the general guidelines of the European Union Military Committee, the MOU could be structured in the following sections:

4.1. Definitions

The first section of the MOU, as with all official military documents, is dedicated to the definition of the more common expression used in the document.

4.2. Reference documents

All the normative and doctrinal reference documents are to be listed at the beginning of the MOU.

In particular, all the relevant rules related to the EU-led military operations and the general EU Status of Force Agreement.

Additional references deriving from specific bi or multilateral agreements among the TCN should be added.

4.3. Purpose of the MOU

It defines the official general purpose of the document.

4.4. Scope of the MOU

It refers to a more detailed definition of the intent of the TCN.

4.5. Purpose of the Battlegroup

It contains the official aim of the EU Battlegroup as defined in the EU Battlegroup concept.

4.6. Principles for the decision to deploy the Battlegroup

It regulates the decision-making process that TCN agree to follow for the deployment of the Forces committed to the Battlegroup.

4.7. Principles for the decision to withdraw the Battlegroup

It regulates the decision-making process that TCN agree to follow for the withdrawal of the Forces assigned to the Battlegroup.

4.8. Principles and procedures for political-military consultations

It outlines the process that TCN agree to follow for the organisation of political and military consultation, prior to the establishment/deployment of a Battlegroup and during the stand-by phase. It specifies which Member State has to organise and lead the consultations.

- 4.9. *Principles, procedures and consultations for the establishment phase*
It outlines the process that TCN agree to follow for the establishment of a Battlegroup, for the further Technical Agreement/s and for the possible appointment of a Lead Nation.
- 4.10. *Force contribution, Force generation and Force tailoring*
It outlines the process that leads to the composition of the Battlegroup.
- 4.11. *Command and Control during operations*
This section is particularly important for the settings of the command and control chain. It defines the Member State which will lead the operation and the process for the Transfer of Authority (TOA).
- 4.12. *Exercises and training*
It sets up the general arrangements for the training that the Units of the different TCN are to conduct during the non-active phase. It usually refers to the EU doctrine.
- 4.13. *Certification*
It outlines the agreed procedure for Units certification. It usually refers to the EU doctrine.
- 4.14. *Status of Forces, jurisdiction and discipline*
It defines the principles for the activities of the personnel of the TCN on the territory of another participant country. It usually refers to other existing agreements, the EU SOFA and the NATO SOFA when applicable.
- 4.15. *Claims and liabilities*
It is focused on the procedure to solve possible disputes among the TCN.
- 4.16. *Finance*
It regulates the financial aspects related to the Battlegroup.
It must outline the general difference between common costs eligible for EU reimbursement, common costs not eligible for EU reimbursement and Nation Borne Costs. These aspects must be detailed in the Technical Agreement.
Also the administrative management of specific Nation Borne Costs, particularly in the area of manpower support / messing / laundry, could be entrusted to ATHENA .
- 4.17. *Logistics*
It refers to the Technical Agreement where the logistic support of the Battlegroup is to be detailed.
- 4.18. *Security regulations*
It fixes the common security regulations that the TCN agree to follow (alternatively or in addition to each nation internal regulation).
- 4.19. *Additional participation*
It regulates the possibility and the conditions under which other countries may become additional participants of the MOU.
- 4.20. *Entry into effect, withdrawal and termination*
It states the terms of legal validity of the MOU.
- 4.21. *Modifications, amendments and disputes*
It states the condition under which the MOU could be modified or amended, and under which the TCN agree to solve any dispute involving its content.

In the *Appendix A* of the study is attached a complete format of a MOU, filled with the clauses most commonly used for the regulation of the Battlegroup.

5. Technical agreement/s.

Based on the MOU contents, one or more Technical Agreement/s could be stipulated, to accurately define specific aspects in the relations among the TCN.

While the MOU is a political document, the Technical Agreement/s is drafted and signed at a military level.

It is not possible to prescribe which issues have to be regulated within Technical Agreements, because they are strictly related to the existing form of cooperation between the TCN and to the composition of the Battlegroup.

In general, different Technical Agreements could be drafted to cover the following areas:

- Battlegroup composition and C2 chain;
- Training, exercises and certification of the Battlegroup;
- Battlegroup employment criteria;
- Logistic arrangements;
- Financial arrangements.

However, having considered the time necessary to plan and coordinate all the different phases for the establishment of a Battlegroup and the short-term usually available for the signature of the official documents, this study suggests to gather the different topics in a unique Technical Agreement.

Based on previous experience and on the “average-case” scenario, a comprehensive Technical Agreement should include the following section:

5.1. *Definitions*

The first section is dedicated to the definition of the more common expression used in the document. It could also refer to the corresponding section of the MOU.

5.2. *Purpose of the TA*

It represents a general explanation of the content of the TA. It should include the period of validity of the document and the hierarchical relation with different agreements among the TCN.

5.3. *Command and Control*

In this section it is clarified the composition of the Battlegroup, and the contribution in terms of Units/enablers of each TCN. It could refer to a specific annex including an organisational chart of the Battlegroup or a list of the single capabilities offered.

It also regulates the Command and Control chain, defining the level of authority assigned to the Operation Commander and to the Force Commander.

5.4. *Financial arrangements*

It regulates the financial issues related to the functioning of the Battlegroup. The basis for the financing of the common costs of EU operations having military or defence implications is the so-called “ATHENA mechanism”: under this mechanism EU provide funds to cover common costs eligible for reimbursement.

TCN have also to agree the cost-sharing procedure for area not covered directly by the EU. It is convenient to include a specific annex defining the detailed procedure for the sharing of multinational costs, clearly identifying the national point of contact of each TCN for financial matters.

ATHENA could also act on behalf of the TCN in the administration and management of the Nation Borne Costs (contracting, accounting, cost sharing and auditing).

5.5. *Prearrangements in case of activation*

It fixes the procedures to follow in case of activation of the Battlegroup, specifying the peace-time location of the Force HQs and of the Battlegroup HQs.

5.6. *Logistics*

It contains the logistics arrangements agreed among the TCN and an accurate analysis of every logistics service / class of materiel, in order to define the different responsibilities (national or multinational, and which form of multinational support).

It is recommended to add a table in an annex in which, for each logistics service / class of materiel is clearly stated the level of responsibility and the method of cost compensation.

5.7. *Medical*

It details the medical requirements the Battlegroup personnel have to possess.

It also regulates specific multinational arrangements related to medical assistance and medical evacuation in case of exercise/operation.

5.8. *Uniform and emblems*

It fixes the arrangements related to emblems and uniform of the Battlegroup personnel.

5.9. *Claims*

It could detail in depth the procedure to follow in case of claims arising among the TCN or could simply refer to the corresponding section of the MOU.

5.10. *Entry into effect, termination, additional participation*

It states the terms of legal validity of the TA.

It also regulates the possibility and the conditions under which other countries may become additional participants of the TA; for this purpose, it is convenient to insert an annex with a format of the “Note of Accession” to the TA.

5.11. *Information security*

It could detail in depth information security handling or could simply refer to the corresponding section of the MOU.

5.12. *Environmental considerations*

It specifies the procedure of managing the environmental risk. It states the legal references the TCN agree to follow on this matter.

6. Host Nation Support documents.

6.1. *MOU for the Host Nation Support (HNS MOU)*

The two documents described above laid the basis of the establishment of a multinational Battlegroup, by regulating the relations among the TCN.

The EU Battlegroup is designed to operate in areas where any support from the Host Nation (Host Nation Support) could be granted.

Nonetheless, depending on the capability and willingness of the Host Nation and on the availability of local resources, in order to reduce the required logistic footprint necessary to deploy, sustain and re-deploy the force, some agreement with the Host Nation could be reached.

In this case, a further specific MOU has to be drafted between the Operation Headquarters and the qualified official authority of the Host Nation.

The purpose of this HNS MOU is to set up policy and procedures for the establishment of operational sites of the military force in the Host Nation and the provision of logistic support during military operations.

This study will not provide a format of this document as an exhaustive example of it already exists in NATO doctrine (AJP-4-5A, annex D).

6.2. *Technical Agreement(s) for the Host Nation Support*

Similarly to what happens for the establishment of a Battlegroup, descending from the HNS MOU, more detailed documents describing the procedures for the provision of the HNS, characteristic of required and offered support, site-specific procedure for implementation and reimbursement or payment terms could be developed.

6.3. *Statement of Requirements (SORs)*

The SORs are developed starting from the result of sites surveys.

Based on SORs, the Host Nation confirm its ability to provide the requested support and identifies any shortfalls. Once signed they are executable documents, which obligate the signatories.

6.4. *Joint Implementation Agreements (JIAs)*

JIAs represent the final stages of the process that has to be activated to arrange the Host Nation Support.

The JIAs are the last and more detailed definition of the obligation of the two parts, necessary to effectively implement the HNS plan.

7. **Conclusion.**

The study intended to be a guidance to the TCN involved in the establishment of a EU Battlegroup.

All the talks and the activities conducted during the planning phase must result in official documents where their intention has to be clearly stated.

Particularly relevant is the drafting of the Technical Agreement, where the highest level of accuracy is requested in order to avoid any kind of misunderstanding between the TCN.

For the same reason the whole spectrum of logistic, C2, training, and financial aspect has to be clearly regulated in it.

The study provide standardized formats to the TCN, that could help them in the final phase of the EU Battlegroup planning process, where all the features of the operation have to be settled.

As already mentioned, the Appendixes of the study represent a guidance, whose contents must be adapted to the single situation.

However, to utilize a common structure in the drafting of official documents is crucial to reach a complete and homogeneous result or, in other word, an “interoperability” also in this field.

ANNEX A

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF DEFENCE OF THE XXXXXXXXXXXX

AND

THE MINISTRY OF DEFENCE OF THE XXXXXXXXXXXX

AND

THE MINISTRY OF DEFENCE OF THE XXXXXXXXXXXX

AND

THE MINISTRY OF DEFENCE OF THE XXXXXXXXXXXX

CONCERNING

THE PRINCIPLES FOR THE ESTABLISHMENT AND
OPERATION OF A MULTINATIONAL BATTLEGROUP TO BE
MADE AVAILABLE TO THE EUROPEAN UNION

IN THE PERIOD XXXXXXXXXXXX

The Ministry of Defence of the XXXXXXXXXXXX, the Ministry of Defence of the XXXXXXXXXXXX, the Ministry of Defence of the XXXXXXXXXXXX and the Ministry of Defence of the XXXXXXXXXXXX, hereinafter referred to as the participants,

Desiring to strengthen the EU's capability for crisis management and especially the rapid response capability;

Heeding the European Security Strategy, and the European Union's ambition to share in the responsibility for global security and in building a better world;

Recalling that the fundamental framework for international relations is the United Nations and that the United Nations Security Council has the primary responsibility for the maintenance of international peace and security;

Recalling the need to strengthen the United Nations and equipping it to fulfil its responsibilities;

Recalling the Declaration of 22 November 2004 on European Military capabilities;

Stressing their commitment to contribute to the strengthening and further development of the Common Security and Defence Policy (CSDP) by making the Battlegroup available to the EU for EU-led crisis management operations;

Considering the importance of rapidly deployable battle groups in the efforts of the EU to develop a rapid response capability for crisis management;

Acknowledging the Nice Council conclusions of 2000 and the Nice Implementation Document;

Stressing that international law will govern the Battlegroup, taking into account the principles of the United Nations Charter, international humanitarian law and human rights law;

Having regard to relevant UN Security Council resolutions on inter alia protection of particularly vulnerable groups in times of conflict, including women and children;

Acknowledging each participant's sovereign right and obligation to adhere to their national Constitution, legislation, policies and decisions as set out by the competent national authorities;

Acknowledging that the EU Battlegroup concept is complementary and mutually reinforcing with the NATO Response Force (NRF) concept;

Taking into account the decision of _____ to assume the role as Framework nation of the Battlegroup;

Recalling the _____'s offer to make their Multinational Headquarters located at _____ available as the Operational Headquarters for the Battlegroup;

Taking into consideration the need to establish an appropriate multinational participation agreement for the EU Battlegroup;

have reached the following understanding:

Section 1 Definitions

- For the purpose of this Memorandum of Understanding (MOU) the following definitions will apply:
- Battlegroup (BG): Multinational Battlegroup set up by the participants to be made available to the EU.
- Battlegroup Activities: activities under this MOU performed by Battlegroup Personnel and/or units, prior to, during and after deployments and operations.
- Battlegroup Commander: the commanding officer of the BG units and elements responsible for performing tasks received from the Force Commander within the AOO.
- Battlegroup HQs: the tactical level military headquarters with attached CIS and HQs Support elements, whatever their location, under authority of the BG Commander.
- Battlegroup Package: BG, Force HQs and associated pre-identified operational and strategic enablers.
- Battlegroup Personnel: civilian and military personnel of a participant, designated to perform tasks under this MOU.
- Battlegroup Unit: a unit that a participant designates as such.
- EU: European Union.
- Force Commander: the commander of the BG acting under the authority of the Operation Commander to execute a BG military operation and authorised to exercise operational control over assigned forces within a designated AOO.
- Force HQs: the operational level military HQs with attached CIS and HQs Support elements, whatever their location, under authority of the Force Commander exercising the military command and control of the AOO.
- Framework Nation: the nation which assumes the overall responsibility under this MOU and its subordinate arrangements for providing support to and co-ordinating the Battlegroup activities.
- Lead Nation: the nation that assumes responsibility for defined activities when the Framework Nation is not responsible.
- Logistic Role Specialisation Nation (LRSN): the nation which assumes the responsibility for procuring and providing a broad spectrum or a particular class of supply or service for all or a part of the multinational force within a defined geographical area for a defined period of time.
- National Contingent: any national forces, including civilian and military personnel of one or more services, under the assignment of a EU commander after Transfer of Authority.
- Operation Commander: the strategic level commander outside the AOO nominated by the EU council to conduct a defined operation and authorised to exercise operational command or operational control over allocated forces.
- Operational Command: the authority granted to a commander to assign missions or tasks to subordinate commanders, to deploy units, to reassign forces, and to retain or delegate operational and/or tactical control as the commander deems necessary.
- Operational Control: the authority delegated to a commander to direct forces assigned so that commander may accomplish specific missions or tasks which are usually limited by function, time, or location; to deploy units concerned, and to retain or assign tactical control of those units. It does not include authority to assign separate employment or components of the units concerned. Neither does it, of itself, include administrative or logistic control.
- Participants: the signatories to this MOU and any third party that becomes a participant to this MOU in accordance with Section 19.
- Senior National Officer (SNO): the person designated by each participant as the single point of contact for the national matters of that participant.

- Tactical Command: the authority delegated to a commander to assign tasks to forces under his command for the accomplishment of the mission assigned by higher authority.
- Tactical Control: the detailed and, usually, local direction and control of movements or manoeuvres necessary to accomplish missions or tasks assigned.
- Technical agreement(s) (TA): one or more separate subordinate arrangement to detail this MOU.
- Third party: any state or entity not a participant to this MOU.
- Transfer of Authority: the formal transfer between nations and commanders of a specified degree of authority over designated forces.
- Troop Contributing Nations (TCN): a nation which assigns forces and capabilities to the Battlegroup Package.

Section 2

Reference documents

- EU Declaration on European Military Capabilities of 22 November 2004.
- Agreement between the Member States of the European Union concerning the status of military and civilian staff seconded to the Military Staff of the European Union, of the headquarters and forces which may be made available to the European Union in the context of the preparation and execution of the tasks referred to in Article 17(2) of the Treaty on European Union, including exercises, and of the military and civilian staff of the Member States put at the disposal of the European Union to act in this context (EU SOFA) of 17 November 2003.
- Berlin Plus Framework Document, finalised on 17 March 2003.
- Nice European Council Conclusions of 7-10 December 2000, and the Nice Implementation Document.
- Agreement between Member States of the European Union concerning Claims introduced by each Member State against any other Member State for Damage to any Property owned, used or operated by it or Injury or Death Suffered by any Military or Civilian Staff of its Services, in the context of an EU Crisis Management Operation, signed 28 April 2004.
- European Union Council security regulations, contained in the Council Decision 2001/264/EC of 19 March 2001.
- Council Decision 2008/975/CFSP of 18 December 2008 establishing a mechanism to administer the financing of common costs of the European Union operations having military or defence implications (ATHENA), with amendments.
- All relevant EU concepts and documents in the field of crisis management operations.
- The Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, done in London on 19 June 1951 (NATO SOFA).
- 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, done in Brussels on 19 June 1995 (PfP SOFA), which refers to the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, done in London on 19 June 1951 (NATO SOFA).
- The Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States participating in the PfP regarding the Status of their Forces, done in Brussels on 19 June 1995.
- (Additional references deriving from specific bi or multilateral agreements among the participants could be added in this Section).

Section 3

Purpose of the MOU

- The purpose of this MOU is to provide a framework document that defines the overall aim, structure, working principles, decision procedures, legal, logistic and security arrangements for the Battlegroup.
- The MOU conforms to all European Union agreed guidelines related to EU-led military operations.

Section 4

Scope of the MOU

- This MOU and its subordinate arrangements apply to all Battlegroup Activities, if not otherwise specified. If one or more participant(s) decide(s) not to take part in a given Battlegroup operation or exercise, this MOU will apply between the remaining participants.
- The commitment of forces to the Battlegroup will be without prejudice to each participant's sovereign right to make an autonomous decision on whether to deploy its forces to a specific crisis management operation.
- This MOU is not intended to conflict with the national law of any participant or with international law. In case such a conflict arises, applicable national and/or international law will apply. The participants will notify each other promptly in the event of any such conflict.
- This MOU does not constitute a treaty in accordance with the Vienna Convention on the Law of Treaties of 23 May 1969.
- Technical Agreement(s) (TA) will supplement this MOU. In case of inconsistency between the MOU and any TA to this MOU, the text of the MOU will prevail.

Section 5

Purpose of the Battlegroup

- The overall purpose of the Battlegroup is to contribute to the strengthening and further development of the European Security and Defence Policy (ESDP), by making it available to the EU for EU-led crisis management operations.
- The aim of the cooperation is to develop a militarily effective, credible, rapidly deployable, and coherent force package capable of stand-alone operations, or for the initial phase of larger operations. The development will be based on the EU Battlegroup Concept and other relevant EU documents. Standards, practical methods and procedures will be compatible with those defined by NATO, wherever practicable and applicable.
- The participants aim at strengthening and expanding the cooperation in the field of crisis management, including political and military consultations.

Section 6

Principles for the Decision to Deploy the Battlegroup

- While the Battlegroup will be deployed following relevant EU decisions, any commitment by the participants to deploy their forces will only take place after a decision by the respective and competent national authorities in accordance with their national Constitution, legislation and policy decisions.
- Deployment of the Battlegroup will be in accordance with the purposes and principles of the United Nations Charter and other provisions and principles of international law.
- Decisions to deploy the Battlegroup will be made by consensus among the participants. If, however, on the decision of its competent national authority, a participant decides not to deploy its forces, it will not obstruct the deployment of elements of the Battlegroup by the other participants.

Section 7

Principles for the Decision to Withdraw the Battlegroup

- Notwithstanding each participant's sovereign right to withdraw its own National Contingent in consultation with the other participants and the EU, decisions to withdraw the Battlegroup or any part thereof will be made by consensus among the participants, following relevant EU decisions.

Section 8

Principles and Procedures for Political-Military Consultations

- The participants will, in addition to discussions and contacts between all relevant and competent authorities, using existing channels to the largest extent possible, engage in political-military consultations. In addition consultations may be convened upon request by one of the participants and will address foreign, security and defence policy issues and military issues related to the Battlegroup.
- Shortly before and during stand-by periods, the participants will consult on a regular basis. Particular attention will be given to emerging crises that may result in a request from the EU for deployment of the Battlegroup, in order to enable parallel decision making and timely response to a request by the EU by the participants' competent authorities.
- All decisions will be taken by consensus.
- The Framework Nation (or another Nation if a Framework nation is not established) will as a rule lead these consultations and provide the necessary support.
- These consultations may also involve representatives of Third Parties that contribute to the Battlegroup, when so decided by the participants.

Section 9

Principles, Procedures and Consultations for the Establishment Phase

- Overall co-ordination of defence policy and military issues related to the establishment of the Battlegroup will be exercised by representatives of the participants, who will provide guidance as necessary.
- Coordination on military matters related to the establishment of the Battlegroup will be exercised by the representatives of the participants. TA will be concluded by the participants as necessary.
- The cooperation between the participants will be based on consensus.
- A Lead Nation may be appointed for appropriate activities, when the Framework Nation is not responsible.

Section 10

Force Contribution, Force Generation and Force Tailoring

- The participants' force contributions will be offered and committed as a Battlegroup Package in a Battlegroup co-ordination conference in accordance with the agreed Battlegroup Generation Process, and as agreed among the participants.
- The participants' force contributions to the Battlegroup will be laid down in the TA.
- The Force Commander may undertake appropriate force tailoring following guidance provided by the Operation Commander.

Section 11

Command and Control During Operations

- _____ will be the Framework Nation for the Battlegroup and will lead the Force Headquarters (FHQ) following relevant EU Council decisions, or as otherwise agreed by the participants. All participants will have the right to hold positions in the FHQ.
- National Contingents of the Battlegroup will remain under full command of the respective participant. Participants will delegate the appropriate level of command and control, normally operational control, to the Operational Commander in accordance with national procedures.
- Transfer Of Authority (TOA) to the Operation Commander will take place no later than upon arrival of the forces in theatre. Each participant will distribute a copy of their TOA to the Force Commander.
- The command and control arrangements for the Battlegroup will follow relevant EU concepts and will be exercised in accordance with relevant EU decisions, or as otherwise agreed by the participants.
- Practical command arrangements regarding the use of the Operational Headquarters will be established in separate arrangements.

Section 12

Exercises and Training

- The Battlegroup will conduct exercises, courses and other cooperative arrangements in order to ensure interoperability and readiness for operations.

- To qualify as an EU Battlegroup, the Battlegroup will have to meet EU defined and agreed standards and criteria.
- Principles for exercises and training will adopt EU defined standards. Details, including command and control arrangements, will be laid down in the TA.

Section 13 Certification

- Certification of the Battle Group will be undertaken in accordance with EU agreed procedures, in particular, the document “EU Battlegroup Preparation Guide” (CCM 12904/2/08 REV2, of Sept. 8 – 2008).

Section 14 Status of Forces, Jurisdiction and Discipline

- The provisions of this Section apply to Battlegroup Activities performed by a participant on the territory of another participant.
- The Status of the Battlegroup Personnel, jurisdiction and discipline will be dealt with in accordance with the EU SOFA with regard to reservations and statements made by State parties to this agreement.

Section 15 Claims and Liabilities

- The provisions of this Section apply to Battlegroup Activities performed by a participant on the territory of another participant.
- Claims and liabilities will be dealt with in accordance with the EU SOFA taking into account the reservations and the statements made to this agreement by the participants to this MOU.

Section 16 Finance

- Costs related to Battlegroup Activities will be borne by each individual participant, unless otherwise agreed by the participants.
- The common costs of an EU military operation, as defined in the reference g., shall be at the expense of the EU mechanism ATHENA.
- The Operation Commander shall draft a budget proposal for the common cost of the operation and submit it to the Special Committee before the deployment of the EU BG.
- Further financial regulations will be laid down in TA.

Section 17 Logistics

- Logistics regulations will be laid down in the TA.

Section 18 Security Regulations

- EU classified information will be protected in accordance with European Union Council's security regulations, and in accordance with further guidance issued by competent authorities, including the EU Operation Commander, to the extent compatible with the participants' legislation.
- The participants accept that national classified information exchanged between the participants will be handled in accordance with European Union Council's security regulations.
- Each participant will appoint a Designated Security Authority (DSA) responsible for security issues arising from Battlegroup Activities.
- Detailed security arrangements for specific purposes may be regulated in separate instructions or in Technical Agreements.

Section 19 Additional Participation

- Third parties may become participants to this MOU, based on consensus between the participants.

Section 20 Entry into effect, withdrawal and termination

- This MOU will enter into effect upon the date of the last signature.
- Technical Agreements to this MOU constitute integral and subordinate parts of this MOU.
- Any participant may withdraw from this MOU by giving a six (6) months written notice to the other participants.
- If the MOU is terminated, or if any of the participants withdraw from the MOU, the remaining participants will initiate negotiations to settle all outstanding mutual financial obligations, disputes and security issues in accordance with this MOU.

Section 21 Modifications, amendments and disputes

- The participants will enter into consultations and, when necessary, review this MOU upon the request of one or more participant(s).
- This MOU may be modified and amended at any time by mutual written consent by the participants.
- Any dispute regarding the interpretation or application of this MOU will be resolved through negotiations between the participants and will not be referred to any national or international tribunal or other third party for settlement.

Signed in four official copies in the English language.

For the Ministry of Defence of the XXXXXXXXXXXX

Signature: _____ Dated: _____

For the Ministry of Defence of the XXXXXXXXXXXX

Signature: _____ Dated: _____

For the Ministry of Defence of the XXXXXXXXXXXX

Signature: _____ Dated: _____

For the Ministry of Defence of the XXXXXXXXXXXX

Signature: _____ Dated: _____

ANNEX B

TECHNICAL AGREEMENT

BETWEEN

THE MINISTRY OF DEFENCE OF THE XXXXXXXXXXXX

AND

THE MINISTRY OF DEFENCE OF THE XXXXXXXXXXXX

AND

THE MINISTRY OF DEFENCE OF THE XXXXXXXXXXXX

AND

THE MINISTRY OF DEFENCE OF THE XXXXXXXXXXXX

CONCERNING

LOGISTIC SUPPORT, COMMAND AND CONTROL,
TRAINING ARRANGEMENTS
AND RELATED MATTERS

FOR A

BATTLEGROUP TO BE MADE AVAILABLE

TO THE EUROPEAN UNION

IN THE PERIOD XXXXXXXXXXXX

The Ministry of Defence of the XXXXXXXXXXXX, the Ministry of Defence of the XXXXXXXXXXXX, the Ministry of Defence of the XXXXXXXXXXXX and the Ministry of Defence of the XXXXXXXXXXXX, hereinafter referred to as the participants,

Having regard to the provisions of the Memorandum of Understanding (MOU) between the abovementioned Nations, concerning the principles for the establishment and operation of a Battlegroup to be made available to the European Union;

Recalling all the reference documents and definitions already mentioned in the MOU;

Regarding their mutual desire to further optimise the rationalisation, interoperability, readiness and effectiveness of their forces through a joint cooperation;

Desiring to establish a multinational burden-sharing arrangement within the Battlegroup activities;

have reached the following agreements:

Section 1 Definitions

The definitions contained in the MOU concerning the principles for the establishment and operation of a Battlegroup to be made available to the European Union in the period _____, will apply to this Technical Agreement (TA).

Section 2 Purpose of the TA

- The purpose of this TA is to establish the principal framework for procedures, responsibilities and financial arrangements to be implemented by the participants for the logistic support, C2 and training and security issues, as defined in the MOU.
- This TA applies for the Battlegroup during all phases of a EU mission requiring a military rapid response, starting with the approval of the Crisis Management Concept.
- It does not apply prior to the approval of the Crisis Management Concept, prior to the stand-by phase or during exercises, unless otherwise stated between participants.
- This TA applies for all national contributions to the Battlegroup.
- Extant bilateral MOUs, TAs and Exchanges of Letters between two or more of the participants will remain in effect and may be implemented for furthering the aims of this TA.
- Participants may enter into bilateral arrangements concerning (re)deployment and execution of a mission. Such arrangements will not contravene this TA.
- This TA is intended to conform to national legislation and international law and is not intended to conflict with existing bilateral or multilateral international agreements between the participants. Should such a conflict arise, the participants will notify each other and the national legislation, international law or extant agreement will prevail.

Section 3

Command and Control

- Size and composition of the Battlegroup package is detailed in *Annex A* to this TA.
- Operational Control of all Battlegroup units will be assigned to the Operation Commander. Operation commander will pass on Operational Control over Battlegroup units to the Force Commander as specified in the planning process at the military strategic level, following activation of the Battlegroup.
- According to the Battlegroup Concept, the Operation Commander gives specific guidance to tailor the Battlegroup for one particular mission. On this basis, the Force Commander adjusts the operational requirements for the Battlegroup Package during the planning process, which will be translated into a task organisation of the Battlegroup (units under control of the Battlegroup HQs) by the Battlegroup Commander. Finally, the Operation Commander confirms the mission specific adaptations following the consent of the TCN.
- Senior National Officers (SNO) are responsible for maintaining order and discipline within their National Contingent.
- Force Commander may request the withdrawal of any single Battlegroup personnel. SNO interested in the request, will review it and will seek to comply, where permissible in accordance with their own national regulations.

Section 4

Financial arrangements

- The financial arrangements for EU military operations have to respect the Council Decision 2008/975/CFSP of 18 December 2008 establishing a mechanism to administer the financing of common costs of the European Union operations having military or defence implications (ATHENA), the Financial Rules 1203/2008 of 23 December 2008, applicable to expenditure financed through ATHENA and any further adjournment regulating the mechanism ATHENA.
- ATHENA shall act on behalf of the participants to administer the financing of Common Costs. Common Costs are defined in the Council Decision and are typically related to costs of the Operational HQs and Force HQs. Nation Borne Costs are certain expenditures, particularly in the area of manpower support/messing and laundry. The responsibility for Nation Borne Costs remains with the participant which it concerns.
- The Operation Commander shall submit a draft budget for the common cost of the operation to the ATHENA Administrator and to the Special Committee before the deployment of the Battlegroup.
- The Operation Commander shall act as authorising officer. He may award contracts and enter into contracts on behalf of ATHENA.
- All costs other than common costs defined in the above mentioned Council Decision are considered purely national, being under the responsibility of the participant concerned. If these costs are subject to multinational sharing, Annex B of this TA applies, unless otherwise decided by the participants concerned.
- A Financial Management Group (FMG) will be established for the management of all multinational financial issues and financial or contractual disputes within the

participants. Members of the FMG must have proper legitimation to act on behalf of their respective organisations.

- FMG will be composed by Force HQs CJ8, SNOs and/or appointed national financial officers as concerned. The FMG will meet as often as necessary to perform its task. The FMG meetings will be summoned by Force HQs CJ8 upon request of any FMG members and/or the Force Commander.
- Decisions within the FMG should be made unanimously. In case consensus cannot be achieved the final decision will be subject to the procedure outlined in Section 9 of this TA.
- Decisions will be reported in an official document approved by every concerned member of the FMG and submitted to the Force HQs and other concerned authorities.

Section 5 Prearrangement in case of activation

- In case of the activation of the Force HQs, all designated members will join at the peace time location in _____, where they remain during the preparation and enabling phase prior to deployment, in order to ensure effective information management, cohesion, and job familiarization.
- In case of the activation of the Battlegroup HQs, all designated members will join at the peace time location in _____, where they remain during the preparation and enabling phase prior to deployment, in order to ensure effective information management, cohesion, and job familiarization.
- It is a national responsibility to appoint suitable qualified and trained personnel for the posts assigned.

Section 6 Logistics

- The following rules apply after the deployment of the Battlegroup. Unless otherwise agreed in this document, each participant will be responsible for the logistic support of its own National Contingent. All units will be self-sufficient for life support through their own resources or through bilateral arrangements for the first seven days (excluding aviation fuel) after arrival in the mission area. Details of the logistic arrangements for the Battlegroup are in *Annex C*, in which the agreed multinational solutions for logistic support (LN, RSN, HNS, etc.) are specified for each class of material and for each logistic service.
- Interoperability has to be granted wherever possible, with special regard to recovery vehicles and bulk fuel installation. Participants are strongly encouraged to test the interoperability of their equipment /vehicles during the preparatory phase.
- To avoid competition for scarce In-Country Resources and Host Nation Support, all requirements and contracting will be coordinated by the Force HQs in close cooperation with the Battlegroup HQs. Moreover Force HQs CJ8 will coordinate additional third party contracts with multinational impact, if requested by the participants. Coordination will consist in drawing up the specifications of the requested support and centralization of negotiations with third party contractors. CJ8 will not sign contracts on behalf of

participants. The financing of those non - ATHENA contracts remains a national responsibility.

- Food and potable water analysis remain a national responsibility. Unrestricted access for inspection purposes will be granted to the other participants at any time without announcement. During every single inspection, a representative of the participant responsible for the supply of food and water will be informed and has to be present during the entire inspection.
- Spare parts, tools etc. are a national responsibility during the whole operation. Workshop, lifting and recovery capacity are coordinated through the Battlegroup HQs. Participants are encouraged to find commonalities in maintenance resources.
- Participants are strongly encouraged to coordinate deployment questions during the preparatory phase. All strategic lifts will be based on Force Commander's guidelines on requirements, pre-submitted Detailed Deployment Plans (DDPs) and additional ad-hoc requests. Regardless the actual time of TOA, the Force Commander retains Tactical Control for movement, force protection and real estate coordination in JOA at all times. Participants are strongly encouraged to find possibilities for cooperation in the acquisition and employment of available strategic lift assets. Ultimately, the participants are responsible for arranging strategic lift for deployment, sustainment and redeployment of their contribution.
- During the planning phase of an operation, the need for RSOI capacities will be identified. Provision of these capacities remains a national responsibility, unless otherwise agreed.
- Accommodation after arrival in a possible staging area, remains a national responsibility but will be coordinated by the Force HQs. All Battlegroup units have to be self-sustainable after arrival for at least seven days in every respect. The Force HQs will establish accommodation areas inside the compound as soon as possible. Inside the compound a multinational solution for accommodation will be strived. If fixed infrastructures are available the participants are encouraged to use them. It lies in the responsibility of the Framework Nation of a multinational unit (if established) to provide accommodation and messing service to all multinational members of its unit on a reimbursement basis according to the respective bi- or multilateral agreements concerning the unit and/or Annex C.
- To fulfil the requirements of this Section and Annex C of this TA, participants will respect existing standard regulations (i.e. hygienic standards, standards for accommodation facilities, etc.). If the participants have different regulations, the most demanding regulation will be applied. This applies only as far as possible taking into account environment conditions in theatre.

Section 7

Medical

- All participants are responsible for ensuring that their deployed personnel are medically and dentally fit, and are vaccinated in accordance with national guidelines.
- As a matter of principle, the Role 1 medical care remains a national responsibility of the respective participants. Participants are free to make arrangements with other participants.
- Role 1 and 2 facilities in theatre can be Common Costs after decision of the Security Council, on request of the Operation Commander, according to Annex III-C (b) ATHENA.

- Basic and follow-on medical logistic supply will remain a national responsibility as a matter of principle and will follow the applicable legislation and guidelines of the participants. To achieve synergy effects, the participants will centralize their storing and safeguarding of medical supply as far as possible. Arrangements on tactical level will be made. Further arrangements are listed in the Medical Concept.
- Strategic aero-medical evacuation (STRATEVAC) is a national responsibility, unless otherwise arranged. Taking into account respective national SOP's for STRATEVAC and bilateral arrangements, the ACOS CJ Med may coordinate STRATEVAC missions.

Section 8 Uniform and emblems

- While performing official duties, military Battlegroup personnel will wear their national military uniform.
- A generic Battlegroup emblem or a mission specific emblem, may be worn by military Battlegroup personnel after the approval of all the participants. If an official emblem is approved, it should also be stencilled on all equipment/vehicles deployed for the Battlegroup activities.

Section 9 Claims

- Claims arising among the participants will be dealt with in accordance with Section 15 of the MOU.
- Claims from third parties and/or from the Host Nation, will be dealt with in accordance with the applicable Status of Forces Agreement with the Host Nation.
- Claims by other third parties will be handled and settled by the participant whose military or civilian personnel caused the damage concerned.

Section 10 Entry into effect, termination, additional participation

- This TA and the Annexes, which are an integral part of the TA, will enter into effect on the date of the last signature thereto.
- This TA will remain in effect during all phases of Battlegroup mission, unless terminated earlier in accordance with paragraphs 10.c or 10.d or 10.e.
- This TA will terminate on the implementation of any changes in Battlegroup agreed by the participants, that would invalidate the terms of this TA.
- This TA may be terminated at any time with the written consent of all participants.
- The termination of the MOU concerning the principles for the establishment and operation of a Battlegroup to be made available to the European Union in the period _____, will terminate the present TA.
- In the event that this TA is terminated or expires, the provisions of Section 4, Section 9 and Section 11 will remain in effect until all outstanding payments, claims and disputes are finally settled.
- Any participant may withdraw from this TA at any time by giving thirty (30) days prior notice in writing to all other participants.

- In the event that a participant withdraws from this TA, the provisions of paragraph 10.f above, as well as Section 20 of the MOU will apply to the concerned participant.
- Additional Nations may be invited to participate in this TA and will do so by providing either a Note of Accession (NOA) or a Statement of Intent (SOI). A sample of such NOA/SOI is included in *Annex D* to this TA.

Section 11

Information security

- National classified information exchanged between the participants will be handled as stated in Section 18 of the MOU.

Section 12

Environmental

- As a general rule, participants must adhere to the due diligence principle in the application of environmental measures. It is generally accepted that most national environmental regulations will be more stringent than those of the host nation and therefore participants must strive to meet own national standards for environmental protection. If no national standard exists for a specific environmental concern, participants will ensure activities do not adversely impact on the local environment, based on agreed-upon international standards.
- Each participant will designate a responsible person for the development of the environmental protection, management plan and the waste management plan in accordance with the agreed environmental regulations.
- Each participant will provide appropriate education and training to their troops.

Signed in four official copies in the English language.

For the Ministry of Defence of the **XXXXXXXXXXXX**

Signature: _____ Dated: _____

For the Ministry of Defence of the **XXXXXXXXXXXX**

Signature: _____ Dated: _____

For the Ministry of Defence of the **XXXXXXXXXXXX**

Signature: _____ Dated: _____

For the Ministry of Defence of the **XXXXXXXXXXXX**

Signature: _____ Dated: _____

LIST OF ANNEXES:

1.COMPOSITION OF THE BATTLEGROUP

2.HANDLING OF MULTINATIONAL SHARED PURELY NATIONAL COSTS
NOT COVERED BY ATHENA

3.LOGISTIC RESPONSIBILITIES

4.SAMPLE OF NOTE OF ACCESSION / STATEMENT OF INTENT

ANNEX 1 - COMPOSITION OF THE EU BATTLEGROUP PACKAGE

**IN THIS ANNEX SHOULD BE INCLUDED THE ORGANISATIONAL
CHART OF THE BATTLEGROUP PACKAGE AND/OR A
DETAILED LIST OF THE BATTLEGROUP UNITS AND
ENABLERS OFFERED BY EACH TCN.**

ANNEX 2

HANDLING OF MULTINATIONAL SHARED PURELY NATIONAL COSTS

NOT COVERED BY ATHENA

The following regulations will only apply if ATHENA is not applicable.

1. The procedure for requesting Mutual Logistic Support will be through the use of the Standard Form. For any logistic support, supplies or services, the participants may negotiate for payment in cash, in the currency specified by the supplying participant (a “reimbursable transaction”). The receiving participant will pay the supplying participant in conformance with the following sub-paragraph:
 - Reimbursable Transactions. The supplying participant will submit invoices to the receiving participant after delivery or performance of the logistic support, supplies, or services. Both participants will maintain records of all transactions, and outstanding balances will be paid within 60 days of receipt of invoice. In pricing reimbursable transactions, the following principles apply:
 - The participants will agree a price.
 - When a definitive price is not agreed in advance on the order or requisition, the order or requisition will set forth a maximum limitation of liability for the requesting participant, pending determination of a final price. The participants will promptly enter into negotiations to agree a final price, which may under certain circumstances exceed the initial maximum limitation of liability. The burden of justifying the increase will rest with the participant seeking to exceed the maximum. In the event that the participants have difficulty in negotiating a final price, they may consider replacement-in-kind. At the time accounts are settled, neither participant will make or retain any profit resulting from the transactions being settled. This provision applies to the total of transactions being settled on each invoice rather than to individual transactions. In the case of specific acquisitions by the supplying participant for the receiving participant, the price will be no less favourable than the price charged by the contractor to the armed forces by the contractor of the supplying participant for identical items or services. The price charged may take into account differentials due to delivery schedules, points of delivery and other similar considerations. In the case of the transfer of resources from the supplying participant, the charge to the receiving participant will be the same price charged by the supplying participant to its own forces, as of the date the order is accepted by the supplying organisation for logistic support, supplies and services. In the case where a price has not been established or charges are not made for the receiving participant, the participants will determine a price in advance, excluding charges that are excluded under reciprocal pricing principles.
2. The participants will verify and approve all costs incurred in respect of mutual logistic support, supplies and services provided through either an Order/ Receipt Form or other mutually accepted procedures. A record of all such supplies and services will be maintained by the participants for the purpose of financial reconciliation and cost recovery.

3. The currency to be used for all financial transactions between participants is the EURO (€). All transactions relating to this TA will be settled by payments through Banking Automated Clearance System (BACS) transaction or in cash in the Euro currency. The General Accounting Rate (GAR), the standard rate of exchange of the Euro will be used when converting currency for billing purposes. The GAR is variable and is reviewed monthly.
4. Each participant retains ownership of its own resources. Combined owned assets will not exist unless two or more participants expressly consent to such an acquisition. Any such combined owned assets or property acquired under this TA will be disposed of in a manner to be approved by the respective participants.
5. The participants will provide the Force Commander with National Points of Contact for the above-mentioned matters:

NATION	DURING MISSION POC	AFTER MISSION POC	FINANCIAL CLAIMS POC

These addresses will also be mentioned in bilateral arrangements between the participants. After completion of the mission of the BG there will be a reimbursement conference to balance the accounts in order to balance financial claims and invoices amongst each other.

7. In fulfilling a coordination role with respect to facilitating supply from commercial sources, the supplying participant will not obtain services or commit to any commercial contracts on behalf of the receiving participant without the prior written consent of the receiving participant. Such written consent will include both acceptance of the supplies or services and concurrence with the specified cost. Where it is not possible to establish a price in advance, the procedure at paragraph 1 above may be used. All services and supplies from commercial sources will be obtained under formal contracting arrangements
8. The participants' Budget Managers will perform day-to-day management of these activities.
9. The supplying participant's billing agency will invoice receiving participants by forwarding completed Standard Order/Receipt Forms, with supporting receipt documents, if applicable, to the receiving participant's designated finance agency no later than 30 days from the date that the support, supplies or services were provided. Invoices will itemise the charges for the various logistic support, supplies or services being recovered. All billing will be in the currency determined by the supplying agency and, if appropriate, will reference any applicable ordering reference number. Bills will be paid within 60 days of receipt of the invoice.
10. In all transactions involving the transfer of logistic support, or supplies and services, the receiving participant will ensure that such logistic support, or supplies and services, will

not be retransferred, either temporarily or permanently by any means to other than the supplying participant or a mutually acceptable government, subsidiary body or agent thereof, without the prior written consent of the supplying participant.

11. FORMULA FOR CALCULATING PARTICIPANT'S SHARE OF MULTINATIONAL EXPENDITURE

$$E = \frac{F \times G}{H}$$

Where:

E = Participant's Share

F = Total Cost

G = Total Number of National Personnel Contributed to Unit

H = Total Number of Personnel Contributed to Unit

ANNEX 3 - LOGISTIC RESPONSIBILITIES

The table is completed only as a generic example of the different options available.

Facility/Supply Service	Requirement	Remarks	Quality standards	Method of Payment
CLASS I				
1.1	Combat Rations	XXXXXX act as RSN for procurement and storage.	In this column, have to specified, if existing, STANAG or International specific requirements.	Reimbursement accord. STANAG 2034
	Fresh food	XXXXXX act as RSN for procurement and storage on contract basis, if all prerequisites are fulfilled. Preparation of the food is not included. Surveillance of food and water quality remains national responsibility.		Reimbursement accord. STANAG 2034
1.2	Bottled Water	XXXXXX act as RSN for procurement and storage with 10ltr/day/person on contract basis. Further need is national responsibility		Reimbursement accord. STANAG 2034
	Bulk Water Purification	Capability provided by XXXXXX water purification platoon. Upon request, capability to produce packaged water		Reimbursement accord. STANAG 2034 Free of charge
	Bulk Water Storage	Capability in MN Logistic Unit. Maximum storage capability of 50.000 l of bulk water and 40.000 l of packaged water	Free of charge	
	Bulk Water Transport	Analysis of food and water quality remains national responsibility.	Free of charge	
CLASS II				
2.1	Accommodation (tents, etc.) and power supply	National/unit responsibility during deployment and staging Multinational solution inside the compound under the responsibility of the FHQ	In this column, have to specified, if existing, STANAG or International specific requirements.	For FHQ or CCHQ personnel funded by ATHENA as Common Costs

Facility/Supply Service	Requirement	Remarks	Quality standards	Method of Payment
2.2	Spare parts	National responsibility		
CLASS III				
3.1	Provision of Bulk Fuel	XXXXXXX act as RSN to provide bulk fuel through worldwide or local contract: F-67 (gasoline), F-54 (diesel) or single fuel (F-34/F35 with additive) and F-34/F35 (aviation JET A1-fuel)	In this column, have to specified, if existing, STANAG or International specific requirements.	Reimbursement accord. STANAG 2034
	Storage of Bulk Fuel	Storage ensured by civilian suppliers.		Free of charge
	Transport of Bulk Fuel	Capability in MN Logistic Unit		Free of charge
3.2	Fuel, Oil & Lubricants stored in jerrycans	National responsibility		Reimbursement accord. STANAG 2034, if supplied through contractor
CLASS IV				
4.1	Engineer resources	XXXXXXX act as RSN .	In this column, have to specified, if existing, STANAG or International specific requirements.	Five Nation cost sharing
CLASS V				
5.1	Supply of ammunition	National responsibility	In this column, have to specified, if existing, STANAG or International specific requirements.	
	Storage of Ammunition	National responsibility, coordinated by MN Logistic Unit.		
SERVICES				
Maintenance	Maintenance and servicing of national equipment and vehicles	National responsibility, workspace and lifting capacity coordinated by MN Logistic Unit.	In this column, have to specified, if existing, STANAG or International specific requirements.	Free of charge
Recovery	Recovery of vehicles	National responsibility,		

Facility/Supply Service	Requirement	Remarks	Quality standards	Method of Payment
Cooking	Field kitchen	National/unit responsibility, coordinated by Spt Bn		
Bath facilities	Field showers	Local contracting or TPLS by CJ8 OHQ/FHQ, if ATHENA is applicable, otherwise XXXXXX	In this column, have to specified, if existing, STANAG or International specific requirements.	Proportional cost sharing, Reimbursement accord. STANAG 2034
Ablution services	Field toilets	Local contracting or TPLSS by CJ8 OHQ/FHQ, if ATHENA is applicable, otherwise XXXXXX		Proportional cost sharing, Reimbursement accord. STANAG 2034
Waste disposal		Local contracting or TPLSS by CJ8 OHQ/FHQ, if ATHENA is applicable, otherwise XXXXXX		Proportional cost sharing, Reimbursement accord. STANAG 2034
Laundry	Field laundry service	Local contracting or TPLSS by CJ8 OHQ/FHQ, if ATHENA is applicable, otherwise XXXXXX		Proportional cost sharing, Reimbursement accord. STANAG 2034
Postal Services		National responsibility		National
Cashier Services	Cash advances for personnel	National responsibility		National
Provision of PX, hygiene and sanitary items	Shop facility	National responsibility		Direct payment by individuals
Other services/requirements could be added when necessary (e.g. INTERNET, mortuary service, environmental protection)				

Facility/Supply Service	Requirement	Remarks	Quality standards	Method of Payment
MEDICAL SUPPORT				
Medical	Environmental Health/ Preventive Medicine	National responsibility	In this column, have to specified, if existing, STANAG or International specific requirements.	
	Medical Logistics & blood supply	Role 1: National responsibility . Blood and Medical supply for XXXXXX Role 2 Med TF by XXXXXX.		
	Field ambulances	National responsibility		
	Role 1 aid station	National responsibility		
	Role 2	By Med TF		Free of charge
	Role 3	HNS or Stratevac		
	Theatre AEROMEDEVAC	2 x dedicated MEDEVAC Helicopters to provide 24/7 capability		Free of charge
	STRATAIRMEDEVAC	National Responsibility	Reimbursement IAW contract arrangements funded by ATHENA as Common Costs	
MOVEMENT AND TRANSPORTATION				
Tactical Airlift	Movement of troops, supplies and equipment in theatre by tactical airplanes like C-130 and C-160.		In this column, have to specified, if existing, STANAG or International specific requirements.	Reimbursement accord.
Strategic Airlift	Movement of troops, supplies and equipment on (re)deployment and during sustainment to and from theatre.	<ul style="list-style-type: none"> National Responsibility or RSN SALIS SALCC MCCE Eindhoven 		Proportional cost sharing, Reimbursement accord. STANAG 2034 Funded by ATHENA as Common Costs
Strategic Sealift	Movement of equipment and containers on (re)deployment	<ul style="list-style-type: none"> National Responsibility or RSN MCCE Eindhoven 		Proportional cost sharing, STANAG 2034
Terminal operations	Handling of equipment and materiel in PODs	<ul style="list-style-type: none"> National Responsibility 		

ANNEX 4 - SAMPLE OF NOTE OF ACCESSION / STATEMENT OF INTENT

NOTE OF ACCESSION / STATEMENT OF INTENT

TO THE

SPECIAL

TECHNICAL ARRANGEMENT

BETWEEN

THE MINISTRY OF DEFENCE
OF XXXXXXXX,

THE MINISTER OF DEFENCE
OF XXXXXXXX,

THE MINISTER OF DEFENCE
OF XXXXXXXX,

THE MINISTRY OF DEFENCE
OF XXXXXXXX

CONCERNING

LOGISTIC SUPPORT, COMMAND AND CONTROL,
TRAINING ARRANGEMENTS
AND RELATED MATTERS

FOR A

BATTLEGROUP TO BE MADE AVAILABLE TO THE EUROPEAN UNION

IN THE PERIOD XXXXXXXX

The Ministry of Defence of XXXXXXXXXXXXXXXX, represented by _____

Having decided that their Armed Forces will participate in the EU Battlegroup for the period _____;

Desiring to participate in the Technical Agreement signed between Nations participating in EU Battlegroup for the period _____, with respect to the financial, logistic and other responsibilities;

ELECTS TO PARTICIPATE IN AND TO ABIDE BY,

The provisions arranged in the “Technical Agreement between the Ministry of Defence of XXXXXXXX, the Minister of Defence of XXXXXXXX, the Minister of Defence of XXXXXXXX, the Ministry of Defence of XXXXXXXX concerning logistic support, command and control, training arrangements and related matters for a Battlegroup to made available to the European Union in the period _____ which came into effect on _____, as an Additional participant in the European Union Battlegroup.

[Where reservations need to be stated, the following wording might be added to the sentence: "subject to the following reservations:" then list reservations if appropriate]

Signature: _____

Date: _____

**The participants to the Technical Agreement on EU Battlegroup
For the period _____:**

Welcome the expressed commitment by the Ministry of Defence of XXXXXXXX;

Agree with the request of joining them as participant in the above-mentioned Technical Agreement, under the terms outlined in this Note of Accession;

Agree to amend, where requested, Annexes of the Technical Agreement to reflect this agreement on the new Battlegroup structure.

Full membership of the Ministry of Defence of XXXXXXXX will be effective as of _____

[SIGNATURE OF PARTICIPATING NATIONS]