

## INFORMACIJA

### **o potpisivanju Note o pristupanju Tehničkom sporazumu između Ministarstva odbrane Republike Bugarske i Ministarstva odbrane Republike Italije u pogledu NATO aktivnosti ojačane budnosti u Republici Bugarskoj i pružanja podrške države domaćina i drugih obaveza**

Skupština Crne Gore donijela je odluku broj 00-72/22-15/4 od 28. jula 2022. godine, kojom se u sastav snaga Sjevernoatlantskog saveza u svrhu odgovora na krize upućuje do 60 pripadnika Vojske Crne Gore. Shodno navedenoj odluci, Ministarstvo odbrane uputiće 36 pripadnika Vojske Crne Gore u borbenu grupu ojačane budnosti u Republici Bugarskoj.

Ministarstvo odbrane Republike Bugarske, kao zemlja domaćin (HN) i Ministarstvo odbrane Republike Italije, kao vodeća zemlja (FN), zaključile su Tehnički sporazum kojim su utvrđena osnovna načela koja regulišu uspostavljanje borbene grupe ojačane budnosti u Republici Bugarskoj, te način pružanja podrške zemlje domaćina (HNS) vodećoj zemlji (FN) i državama koje pružaju doprinos (CN), kao i ostale odgovornosti učesnika ove NATO aktivnosti na teritoriji Republike Bugarske. Tehnički sporazum definiše administrativne, pravne, finansijske i druge aspekte koji će se primjenjivati na aktivnosti u pogledu planiranja i sprovođenja NATO aktivnosti ojačane budnosti u Republici Bugarskoj.

S obzirom da će Vojska Crne Gore biti dio borbene grupe ojačane budnosti u Republici Bugarskoj, potrebno je da, kao država koja pruža doprinos, potpiše Notu o pristupanju Tehničkom sporazumu, kako bi se njegove odredbe primjenjivale jednako na sve učesnike borbene grupe ojačane budnosti u Republici Bugarskoj.

Za implementaciju Tehničkog sporazuma tokom 2023. godine potrebna su finansijska izdvajanja u iznosu od 1.375.000,00 eura. Ministarstvo odbrane je navedena sredstva planiralo predlogom Budžeta za 2023. godinu. U zavisnosti od broja upućenih pripadnika sredstva će se planirati i u narednim godinama.

**TEHNIČKI SPORAZUM**

**IZMEĐU**

**MINISTARSTVA ODBRANE  
REPUBLIKE BUGARSKE**

**I**

**MINISTARSTVA ODBRANE  
REPUBLIKE ITALIJE**

**U POGLEDU**

**NATO AKTIVNOSTI OJAČANE BUDNOSTI U BUGARSKOJ I PRUŽANJA  
PODRŠKE DRŽAVE DOMAĆINA I DRUGIH OBAVEZA**

## UVOD

Ministarstvo odbrane Republike Bugarske i Ministarstvo odbrane Republike Italije, u daljem tekstu „učesnici“;

Potvrđujući da se NATO aktivnosti ojačane budnosti implementiraju u skladu sa odlukom NATO vlasti [NED GRP Dio1 PO(2022)0085] i posljedičnom aktivacijom planova za postupni odgovor od strane Vrhovnog savezničkog komandanta za Evropu (NAREĐENJE ZA AKTIVACIJU 1/22 ZA SVE PLANOVE ZA POSTUPNI ODGOVOR), koji predviđaju uspostavljanje takvih aktivnosti i u Bugarskoj, te zaštitu, odvracanje i, prema potrebi, odbranu saveznika po principu 360 stepeni, realizaciju multi-domenskih i multi-regionalnih aktivnosti, demonstraciju jedinstva, spremnosti snaga i vojnog ekvilibrijuma na strateškom nivou, kao i dodatnu komunikaciju u pogledu navedenog, u cilju održavanja operativne koherentnosti širom teatra vojnih dejstava;

Konstatujući odluku da aktivnosti ojačane budnosti obuhvate multinacionalne snage koje će obezbijediti vodeće zemlje i drugi NATO saveznici, na dobrovoljnoj, održivoj i rotacionoj osnovi, a koje mogu djelovati u saradnji sa nacionalnim snagama;

Imajući u vidu da je Republika Italija prihvatila odgovornosti vodeće zemlje u okviru aktivnosti ojačane budnosti u Republici Bugarskoj;

Imajući u vidu odredbe Sjevernoatlantskog ugovora od 4. aprila 1949. godine;

Imajući u vidu primjenljivost Sporazuma između država ugovornica Sjevernoatlantskog ugovora u vezi sa statusom njihovih snaga od 19. juna 1951. godine, u daljem tekstu „NATO SOFA“;

Imajući u vidu Memorandum o razumijevanju između Vlade Republike Bugarske, Vrhovne komande savezničkih snaga u Evropi i Vrhovnog savezničkog komandanta za transformaciju u pogledu pružanja podrške države domaćina u cilju sprovođenja NATO operacija i vježbi, zaključenog 20. jula 2004. godine, u daljem tekstu „HNS MOU“, i potvrđujući da je Ministarstvo odbrane Republike Italije pristupilo HNS MOU 16. juna 2015. godine;

Imajući u vidu Savezničku združenu publikaciju AJP-4.3, izdanje A, Saveznička združena doktrina za podršku države domaćina - STANAG 2234 Izdanje 4;

Imajući u vidu NATO Standardne procedure za uzajamnu logističku podršku - STANAG 2034;

Imajući u vidu NATO pružanje podrške gostujućem osoblju, letjelicama i vozilima – STANAG 3113;

Imajući u vidu NATO Standardne procedure za kretanje preko nacionalnih granica AMOVP-2(B) – STANAG 2455;

Imajući u vidu Tehnički sporazum (TA) br. A.PRG.CAP672.S potpisan u okviru Programskog aranžmana (PA) br. A.PRG.CAP672 između – pored ostalih – Ministarstva odbrane Republike Bugarske, Ministarstva odbrane Republike Italije i Evropske agencije za odbranu u pogledu „Procedure izdavanja dozvole za prekogranično kretanje u Evropi“ (CBMP SURFACE TA); i

Potvrđujući da ovaj Tehnički sporazum (TA) ne stvara prava i obaveze bilo koje vrste u skladu sa međunarodnim pravom, niti utiče na bilo koji međunarodni sporazum u koji su uključene Republika Bugarska ili Republika Italija;

Postigle su sljedeći dogovor:

## ČLAN 1

### **DEFINICIJE I SKRAĆENICE**

U ovom TA primjenjivaće se sljedeće definicije i skraćenice:

1. Vodeća zemlja (FN) – Ministarstvo odbrane Republike Italije.
2. Zemlja domaćin (HN) – Republika Bugarska preko svojih nadležnih organa i struktura.
3. Država koja pruža doprinos (CN) – Države koje pristupaju ovom TA putem Note o pristupanju ili Izjave o namjeri, u skladu sa članom 3.
4. Snage – Oružane snage HN, FN i CN, uključujući njihove prateće organizacije kao i civilne komponente bilo koje vrste dodijeljene NATO aktivnostima ojačane budnosti u Republici Bugarskoj.
5. Aktivnost ojačane budnosti (eVA) u Republici Bugarskoj – NATO aktivnost ojačane budnosti u Republici Bugarskoj, uključujući NATO borbenu grupu koju čine FN i CN. Ovo uključuje i pomorske i vazduhoplovne aktivnosti, koje takođe mogu biti dodijeljene.
6. Vježbe i obuka (E/T) – Vježbe i obuka, kao i druge povezane aktivnosti i događaji u vezi sa vojnom saradnjom koje će se realizovati u Republici Bugarskoj kao podrška eVA.
7. Logistička podrška – konkretno definisana kao hrana, voda, smještaj, transport, gorivo, ulje, maziva, odjeća, komunikacione usluge, zdravstvena zaštita, municija, baza za podršku, usluge skladištenja, korišćenje područja i objekata, obuka, rezervni djelovi i komponente, popravke i usluge održavanja, odlaganje otpada, usluge u vezi sa lukama i aerodromima, kao i privremena upotreba vozila opšte namjene i drugih nesmrtonosnih predmeta vojne opreme.
8. Izjava o zahtjevima (SOR) – Ovaj obrazac će biti korišćen u cilju olakšavanja i praćenja konkretnih zahtjeva za podršku snaga FN i CN. SOR će formalizovati dogovor između FN, HN i CN, potpisan od strane ovlašćenih predstavnika snaga, u pogledu pružanja i primanja podrške države domaćina (HNS). Isti će sadržati detaljne informacije o zahtijevanoj i ponuđenoj podršci. Primjerak SOR koji će biti

u upotrebi može se pronaći u Savezničkoj združenoj publikaciji AJP-4.3, Izdanje A, Saveznička združena doktrina za podršku države domaćina.

9. Podrška države domaćina (HNS) – Podrška uključujući i logističku, koju će HN pružati FN i CN koje se nalaze, djeluju na ili prelaze preko teritorije HN.
10. Nota o pristupanju (NOA) – Dokument koji izražava namjeru CN da učestvuje u, i poštuje odredbe ovog TA za eVA u Republici Bugarskoj (Primjer NOA priložen je u Aneksu G).
11. Izjava o zahtjevima (SOR) - Dokument koji izražava namjeru CN da učestvuje u, i poštuje odredbe ovog TA, uz određena ograničenja (Primjer SOR priložen je u Aneksu G).
12. Razmjena jednake vrijednosti – Plaćanje za transfer logističke podrške u kojem je dogovoreno da će učesnik koji istu prima izvršiti nadoknadu za primljenu logističku podršku u vidu logističke podrške jednake monetarne vrijednosti.
13. Zaštita snaga – Sve mjere i sredstva koje za cilj imaju minimizovanje ranjivosti osoblja, objekata, opreme i operacija na bilo kakvu prijetnju i, u svim situacijama, očuvanje slobode djelovanja i operativne efektivnosti snaga (NATO Glosari AAP-set out 06; AAP-15).

## **ČLAN 2**

### **SVRHA**

Svrha ovog TA je da utvrdi osnovna načela koja regulišu uspostavljanje eVA u Republici Bugarskoj, pružanje HNS vodećoj zemlji i državama koje pružaju doprinos, kao i ostale odgovornosti na teritoriji Republike Bugarske. TA i njegovi aneksi takođe sadrže detaljne informacije u pogledu pružanja i plaćanja HNS koju pruža HN u skladu sa zahtjevima i svim primjenljivim SOR. Podrazumijeva se da se opšta načela sadržana u ovom TA mogu primjenjivati u slučaju da HN, FN ili CN zahtijevaju podršku od strane FN i/ili CN, uključujući i logističku podršku.

## **ČLAN 3**

### **PRIMJENLJIVOST**

1. Ovaj TA se može primijeniti na aktivnosti u pogledu planiranja i sprovođenja eVA u Republici Bugarskoj, kao i na HNS pruženu FN i CN koje učestvuju u eVA u Republici Bugarskoj.
2. Ukoliko nije drugačije navedeno u ovom TA, odredbe koje se odnose na HNS primjenjivaće se od momenta ulaska inicijalnih komponenti FN i CN. Ova podrška će se nastaviti sve do momenta kada posljednja komponenta FN i CN napusti teritoriju HN. Ova podrška će se primjenjivati na višestruke ulaske i izlaske FN i CN, u skladu sa planovima eVA u Republici Bugarskoj.

3. FN će, u dogovoru sa HN, pozvati CN da prihvate odredbe ovog TA potpisivanjem NOA ili SOR (Pogledati Aneks G). NOA potpisuje ovlašćeni predstavnik CN i supotpisuje ovlašćeni predstavnik FN i ministar odbrane HN ili njegov ovlašćeni predstavnik. NOA će stupiti na snagu na dan stavljanja posljednjeg potpisa od strane HN i FN. SOI potpisuje ovlašćeni predstavnik CN a zatim podnosi na uvid predstavnicima HN i FN koji treba da potvrde da su rezervacije prihvatljive. Ukoliko su rezervacije prihvatljive, ovlašćeni predstavnici HN i FN supotpisuju SOI. SOI stupa na snagu na dan stavljanja posljednjeg potpisa od strane HN i FN.
4. CN šalju NOA ili SOI sljedećim predstavnicima HN i FN:
  - a. Predstavnik HN: Direktorat za logistiku, Ministarstvo odbrane Republike Bugarske;
  - b. Predstavnik FN: Odjeljenje J4, Italijanska komanda združenih operacija (IT-JOHQ)

## **ČLAN 4**

### **KONCEPT OPERACIJE eVA**

Strateške smjernice u pogledu strukture komandovanja i kontrole, misije, vojno-strateških ciljeva i efekata kao i ostali detalji u vezi sa operacijom eVA mogu se pronaći u Političkom savjetu o eVA za NATO Koncept odvratanja i odbrane evroatlantske oblasti, 9. april 2020. godine, kao i u Naređenju o strateškoj koordinaciji za AOR upravljanje i budnost u mirnodopskim uslovima 2022, od 18. oktobra 2021. godine (korekcija 1 priloga 1 od 8. decembra 2021. godine).

## **ČLAN 5**

### **PRAVNA PITANJA**

1. Tokom boravka na teritoriji HN, pripadnici FN i CN će, u skladu sa članom 2 NATO SOFA, poštovati zakone HN. HN će obezbijediti FN i CN vezu za pravnu podršku tokom eVA u Republici Bugarskoj, prema potrebi ili na zahtjev FN i CN.
2. Odredbe ovog TA nemaju za cilj da budu u suprotnosti sa zakonima koji su na snazi na teritorijama FN, HN ili CN, niti međunarodnim sporazumima koji se mogu primijeniti na FN, HN ili CN. Zakoni na snazi na teritorijama FN, HN ili CN ili međunarodni sporazumi koji se mogu primijeniti na FN, HN ili CN imaće prednost u slučaju bilo kakvog nepodudaranja sa ovim TA. FN, HN ili CN će odmah obavijestiti jedna drugu u slučaju takvog nepodudaranja.

## **ČLAN 6**

### **KOMANDA I KONTROLA**

1. Snage FN i CN upućenih na eVA ostaće pod potpunom komandom svojih država pošiljalaca.
2. Komanda eVA u Republici Bugarskoj će preuzeti odgovarajući nivo kontrole jedinica dodijeljenih od strane FN i CN, što je predmet nacionalne odluke tokom procesa transfera ovlašćenja (ToA).
3. Komanda i kontrola eVA u Republici Bugarskoj u okviru NATO vojnog položaja biće dodatno definisana odgovarajućim strateškim dokumentima.

## **ČLAN 7**

### **OSLOBAĐANJE OD POREZA, NAKNADA I CARINE**

1. FN i CN biće izuzete od plaćanja poreza, carine, putarine, naknada i svih sličnih troškova, u skladu sa članom 10 i članom 11 NATO SOFA i Memorandumom o razumijevanju u vezi sa HNS.
2. Sav teret CN i FN koji ulazi na teritoriju HN biće specifikovan upotrebom NATO Obrasca 302, u skladu sa Aneksom A STANAG 2455. FN i CN će odrediti jednu ili više osoba koje će biti ovlašćene da potpišu i pečatiraju NATO Obrazac 302.
3. Detaljan opis procedura oslobađanja od plaćanja poreza sadržan je u Aneksu F.

## **ČLAN 8**

### **FINANSIJSKA PITANJA**

1. Procedure uspostavljene u ovom TA konkretno se odnose na pružanje HNS isključivo u svrhu pribavljanja i nadoknade predmeta iskorišćenih tokom trajanja i u vezi sa eVA u Republici Bugarskoj.
2. O svim planiranim proceduralnim ili operativnim izmjenama razmotrenim od strane FN, HN ili CN, a koje imaju finansijske implikacije na aktivnosti koje se sprovode po ovom TA, pisanim putem će se obavijestiti ona država koje se iste tiču, prije njihove implementacije. FN, HN i CN će se konsultovati prije implementacije bilo koje predložene proceduralne ili operativne izmjene u cilju ublažavanja njihovog finansijskog i operativnog uticaja na aktivnosti koje će se sprovoditi po ovom TA.
3. FN, HN i CN odgovorne su za finansiranje troškova koji nastanu u njihovom ličnom interesu, u vezi sa podrškom ovom TA. Sve mjere HN navedene su u ovom TA i priloženim aneksima. U slučaju kada se određeni troškovi odnose na više zemalja, isti će biti identifikovani kao zajednički troškovi i mogu se, uz međusoban dogovor uključenih zemalja, dijeliti u skladu sa fer i pravičnom formulom. U principu, troškovi će se dijeliti po osobi, na osnovu proporcionalnog udjela svih učesnika ili stvarne potrošnje, kao i detaljne prateće dokumentacije koju potpisuje država primalac.
4. Sva plaćanja i transakcije sa HN vršiće se u valuti HN.

5. Transakcione nadoknade povezane sa svim plaćanjima ili bankovnim transferima snosiće učesnik platilac.
6. FN i CN će nadoknaditi HN za sve međusobno prihvaćene zalihe i usluge koje pruži HN, izuzev onih zaliha i usluga koje se obezbijede besplatno ili na zajam. Isto tako, ukoliko FN ili CN obezbijede zalihe i usluge drugim državama učesnicama u eVA u Republici Bugarskoj, država primalac će nadoknaditi državi snabdjevaču za iste, osim ukoliko nisu pružene besplatno ili na zajam. U globalu, poravnanje troškova između država vršiće se u skladu sa STANAG 2034 (NATO Standardne procedure za uzajamnu logističku podršku), osim ukoliko nije drugačije navedeno u primjenljivim SOR. Nadoknada takođe može biti u obliku razmjene jednake vrijednosti, ukoliko je to moguće u skladu sa zakonodavstvom HN.
7. Sva oprema pozajmljena FN, HN ili CN biće vraćena u skladu sa instrukcijama države koja istu obezbjeđuje. Oštećenje pozajmljenog predmeta biće odmah prijavljeno državi koja ga je obezbijedila. O nadokandi za popravku ili zamjenu pregovaraće se u skladu sa STANAG 2034. Takva nadoknada neće uključivati uobičajeno habanje i smanjenje vrijednosti povezano sa normalnom i pažljivom upotrebom pozajmljenog predmeta.
8. Plaćanje će biti zasnovano na fakturama, izdatim u skladu sa SOR i potpisanim od strane ovlašćenih predstavnika HN, FN i CN, ukoliko je primjenljivo. Fature će imati prateću dokumentaciju i sadržaće po stavkama različite naplaćene zalihe i usluge, kao i iznos naknade za svaku od njih. Plaćanje se vrši u roku od 60 dana od prijema fakture, u skladu sa informacijama o bankovnom transferu priloženim uz svaku fakturu.
9. Svaka država će odrediti kontakt osobu kojoj će fakture biti dostavljene za plaćanje.
10. U cilju pojednostavljenja gorenavedenog, eVA u Republici Bugarskoj će oformiti Grupu za finansijsko upravljanje (FMG) kojom će kopredsjedavati viši finansijski predstavnici FN i HN. CN će biti pozvane da učestvuju u FMG kao članovi, a dodatni članovi iz drugih funkcionalnih oblasti poput logistike, medicine, inženjerstva i drugi, mogu biti pozvani da prisustvuju, po potrebi. FMG će biti uspostavljena u cilju upravljanja finansijskim pitanjima eVA u Republici Bugarskoj i redovno će se sastajati kako bi rješavala pitanja poput aranžmana o dijeljenju troškova, procedura fakturisanja, izmirenja faktura, utvrđivanja troškova i druga finansijska pitanja koja mogu proisteći iz članstva u FMG.

## **ČLAN 9**

### **OBAVEZE**

1. HN će:
  - a. Obezbijediti logističku podršku, objekte i usluge kao što je navedeno u TA, njegovim aneksima i SOR, u skladu sa odredbama sadržanim u finansijskom dijelu ovog dokumenta.



- b. Nadoknaditi FN i CN za logističku podršku primljenu u skladu sa ovim TA i SOR, ukoliko je primjenljivo.
  - c. Zadržati kontrolu nad sopstvenim resursima HNS, osim ukoliko se odrekne takve kontrole.
  - d. Upoznati snage FN i CN sa relevantnim zakonima i propisima na početku svake eVA u Republici Bugarskoj aktivnosti, po potrebi.
2. FN će:
- a. Nadoknaditi HN i CN za logističku podršku primljenu u skladu sa ovim TA i SOR, ukoliko je primjenljivo.
  - b. Utvrditi nove ili izmijenjene zahtjeve za HNS i iste dostaviti HN.
  - c. Poštovati propise HN u pogledu saobraćaja.
  - d. Pažljivo koristiti predmete pozajmljene FN i iste vratiti HN/CN prije odlaska, u istom stanju u kojem su primljeni, izuzev habanja prouzrokovanog normalnom upotrebom.
  - e. Poštovati zakone, pravila i propise HN po ulasku na njenu teritoriju.
3. CN će:
- a. Nadoknaditi HN, CN i FN za logističku podršku primljenu u skladu sa ovim TA i SOR, ukoliko je primjenljivo.
  - b. Identifikovati nove ili izmijenjene zahtjeve za HNS putem potpisane SOR.
  - c. Poštovati propise HN u pogledu saobraćaja.
  - d. Pažljivo koristiti predmete pozajmljene FN i iste vratiti HN/CN prije odlaska, u istom stanju u kojem su primljeni, izuzev habanja prouzrokovanog normalnom upotrebom.
  - e. Poštovati zakone, pravila i propise HN po ulasku na njenu teritoriju.
4. Detalji zahtijevane HNS biće utvrđeni u odgovarajućoj SOR.
5. SOR će biti međusobno utvrđena i potpisana od strane ovlašćenih predstavnika FN i HN i, onda kada je primjenljivo, između HN i CN, ali SOR između HN i CN će biti prethodno koordinisane sa FN, kako bi se izbjeglo ponavljanje.

## **ČLAN 10**

### **PROCEDURE UTVRĐIVANJA ZAHTJEVA**

Ukoliko bude neophodno, FN će uspostaviti Odbor za procjenu zahtjeva (RRB) koji će koordinisati Izjavu o zahtjevima za eVA u Republici Bugarskoj. RRB će verifikovati zahtjeve FN i CN i, u konsultaciji sa HN, odrediti na koji način će zahtjevi biti ispunjeni.

## **ČLAN 11**

### **BEZBJEDNOST I POVEZANI STANDARDI**

1. Države će koristiti primjenljive NATO standarde kao svoje minimalne smjernice:
  - MC 469 „NATO Vojni principi i politike za zaštitu životne sredine“

- STANAG 7141 „Zajednička NATO doktrina za zaštitu životne sredine tokom NATO vojnih aktivnosti“ (AJEPP - 4);
  - STANAG 2582 „Najbolje prakse zaštite životne sredine za vojne kampove u NATO operacijama“ (AJEPP – 2);
  - STANAG 2583 „Sistem ekološkog upravljanja u NATO operacijama“ (AJEPP-3);
  - STANAG 6500 „Izgled NATO ekološkog kampa u toku NATO-vođenih aktivnosti“ (AJEPP-6);
  - STANAG 2594 „Najbolje prakse zaštite životne sredine za održivost vojnih poligona“ (AJEPP-7).
2. HN će preduzeti sve neophodne mjere da očuva bezbjednost i zdravlje na radu snaga FN i CN u okviru HN. HN, FN i CN će međusobno blisko sarađivati u pogledu bezbjednosti i zdravlja na radu.
  3. HN će pružiti savjete i kontrolu u pogledu zaštite životne sredine i zdravlja na radu, kao i relevantne izvještaje na zahtjev FN ili CN.
  4. HN će obezbijediti preventivne, kao i usluge i vezi sa zdravljem životne sredine i deratizacijom, pod istim uslovima koji važe za slične objekte HN.

## **ČLAN 12**

### **ZAŠTITA SNAGA**

1. Dok će HN imati primarnu odgovornost za zaštitu snaga, ona će biti zajednička i kombinovana odgovornost svih zemalja. HN, FN i CN će preduzeti neophodne mjere za zaštitu snaga u svrhu adekvatne bezbjednosti i zaštite snaga FN i CN i njihove imovine/opreme u okviru prostorija koje zauzimaju tokom realizacije eVA u Republici Bugarskoj. Ovo uključuje, ali nije ograničeno na, bezbjednost zone pripreme, objekata, kao i svih prostorija stavljenih na raspolaganje snagama FN i CN. Zaštita snaga u okviru vojnih sposobnosti HN biće besplatna.
2. HN, FN i CN će međusobno blisko sarađivati u pogledu zaštite snaga i bezbjednosti snaga FN/CN, kao i njihove imovine/opreme, u skladu sa principom „zaštiti da omogućiš“.
3. U skladu sa Aneksom E, HN, FN i CN će uspostaviti zajedničke i kombinovane prakse policijskog nadzora i zaštite snaga u cilju zaštite eVA u Republici Bugarskoj.

## **ČLAN 13**

### **ZAŠTITA ŽIVOTNE SREDINE**

FN i CN će poštovati zakone i propise HN u pogledu zaštite životne sredine, u skladu sa Aneksom C. Na početku eVA u Republici Bugarskoj, HN će upoznati snage FN i CN sa relevantnim zakonima i propisima, na engleskom jeziku.

## ČLAN 14

### **BEZBJEDNOST INFORMACIJA**

1. Isključivo NATO informacije označene stepenom tajnosti mogu se razmjenjivati između FN, HN i CN, u skladu sa odredbama sadržanim u ovom članu.
2. Sve NATO označene stepenom tajnosti razmijenjene ili proizvedene u vezi sa ovim TA koristiće se, prenositi, skladištiti, obrađivati, čuvati i odlagati u skladu sa dokumentom C-M(2002)49-REV1, Bezbjednost u okviru Sjevernoatlantskog saveza, od 20. novembra 2020. godine i naknadnim izmjenama i dopunama.
3. NATO povjerljive informacije prenositi će isključivo putem međuvladinih kanala ili putem kanala odobrenih od strane zaduženih bezbjednosnih organa FN, HN i CN. Takve informacije će biti označene stepenom tajnosti. Onamo gdje je to prikladno, informacije će takođe ukazivati na zemlju porijekla.
4. FN, HN i CN će preduzeti sve moguće zakonske korake kako bi osigurale da informacije proizvedene ili obezbijeđene u skladu sa ovim TA budu zaštićene od daljeg objavljivanja bez pristanka zemlje iz koje proističu. U skladu sa tim, FN, HN i CN osiguraće da:
  - a. primaoci ne objavljuju NATO informacije označene stepenom tajnosti bilo kojoj zemlji koja nije članica NATO bez prethodne pisane saglasnosti zemlje iz koje informacije dolaze;
  - b. primaoci ne koriste NATO informacije označene stepenom tajnosti u svrhe koje nisu navedene u ovom TA; i
  - c. primaoci poštuju sva ograničenja u pogledu distribucije i pristupa informacijama koja postoje u okviru ovog TA.
5. Kako bi se obezbijedila zaštita ličnih podataka razmijenjenih u svrhu sprovođenja aktivnosti u okviru ovog TA, FN, HN i CN se obavezuju da neće prenositi takve informacije trećim licima ili iste obrađivati na bilo koji način koji nije u skladu sa dogovorenim namjenama, bez pisane saglasnosti ostalih.
6. FN, HN i CN istražiće sve slučajeve za koje se zna, ili postoji osnovana sumnja, da su u okviru njih NATO informacije označene stepenom tajnosti obezbijeđene ili proizvedene u skladu sa ovim TA izgubljene ili objavljene neovlašćenim licima. FN, HN i CN će takođe blagovremeno i u potpunosti informisati ostale o detaljima takvih pojava, kao i konačnim rezultatima istraga i radnji preduzetih u cilju sprječavanja ponavljanja takvog postupanja. Bezbjednosne istrage sprovodiće se u skladu sa NATO SOFA, NATO procedurama, odgovarajućim nacionalnim zakonima i politikama HN, FN i CN.
7. Obaveze FN, HN i CN u pogledu upotrebe, čuvanja i objavljivanja informacija razmijenjenih ili prenesenih u okviru ovog TA ostaće na snazi nakon okončanja ovog TA.

## **ČLAN 15**

### **DISCIPLINA I NADLEŽNOST**

1. Odredbe u pogledu krivične i disciplinske nadležnosti HN, FN i CN navedene su u članu 7 NATO SOFA.
2. U slučaju da bilo koji član osoblja FN i CN bude odveden u pritvor od strane organa HN, o istom će odmah biti obaviještena odgovarajuća FN ili CN.
3. HN, FN i CN će međusobno blisko saradivati u pogledu vršenja krivične i disciplinske nadležnosti.
4. U cilju utvrđivanja da li je navodni krivični ili disciplinski prestup proistekao iz bilo koje radnje ili propusta učinjenog u vršenju službene dužnosti od strane pripadnika snaga, u skladu sa članom 7 NATO SOFA, stav 3(a)(ii), potvrda odgovarajućeg vojnog organa FN ili HN, u zavisnosti od slučaja, da je takva radnja ili propust učinjen u vršenju službene dužnosti predstavljaće utvrđivanje te činjenice.

## **ČLAN 16**

### **POTRAŽIVANJA**

1. Sva potraživanja rješavaće se u skladu sa članom 8 NATO SOFA.
2. U slučaju nezgode/incidenta koji rezultira štetom i/ili povredom, FN ili CN će, u zavisnosti od slučaja, obavijestiti HN što je prije moguće, prije odlaska snaga FN ili CN. HN, FN i CN će međusobno blisko saradivati u pogledu procesa potraživanja.
3. U svrhu utvrđivanja da li je potencijalna građanska odgovornost proizašla iz bilo koje radnje ili propusta u vršenju službene dužnosti od strane pripadnika snaga, potvrda odgovarajućeg vojnog organa FN ili HN, u zavisnosti od slučaja, da je takva radnja ili propust učinjen u vršenju službene dužnosti predstavljaće utvrđivanje te činjenice.
4. Sva ostala potraživanja i odgovornost koja nisu regulisana NATO SOFA ili ovim TA ili štete uzrokovane trećim licima tokom ili u vezi sa aktivnostima predviđenim ovim TA regulisaće se isključivo direktnom konsultacijom između uključenih učesnika.

## **ČLAN 17**

### **UNIFORMA, ORUŽJE I ULAZAK NA TERITORIJU HN**

1. U skladu sa članom 5 NATO SOFA, tokom vršenja službene dužnosti i aktivnosti na teritoriji HN, FN i CN će nositi svoje nacionalne vojne uniforme i značke (za

civilno osoblje, preporučuje se prikladna garderoba). Civilna svečana odjeća može se nositi za službene dužnosti i aktivnosti kada to odobri komandant eVA u Republici Bugarskoj.

2. U skladu sa članom 6 NATO SOFA, snage FN i CN mogu nositi svoje oružje i municiju pod uslovom da su svojim naređenjima ovlašćeni za to. U ispunjavanju svojih dužnosti, snage FN i CN će koristiti oružje u skladu sa svojim naređenjima.
3. Osoblje FN i CN će ući na i napustiti teritoriju HN uz posjedovanje važeće vojne legitimacije i NATO putnog naloga ili zvaničnog pasoša, u skladu sa članom 3 NATO SOFA. Informacije sadržane u putnim nalozima biće u skladu sa NATO standardima putnih naloga.
4. FN i CN će obezbijediti HN listu osoblja 10 dana prije dolaska. Ova lista će sadržati ime i prezime, čin i serijski broj vojne legitimacije i biće dostavljena Nacionalnom centru za koordinaciju kretanja HN. Lista značajne vojne opreme poput oružja, municije, vozila i komunikacione opreme biće dostavljena Nacionalnom centru za koordinaciju kretanja HN radi dozvole, 10 dana prije dolaska materijala FN i CN u HN.
5. Ulazak i izlazak letjelica FN i CN u i iz vazdušnog prostora HN podliježe odgovarajućim međunarodnim i nacionalnim procedurama HN.
6. U cilju pojednostavljivanja procesa davanja odobrenja za površinska kretanja, uključujući puteve, željeznicu i unutrašnje plovne puteve, zahtjevi za dozvolu prekograničnog kretanja obrađivaće se u skladu sa procedurama opisanim u Tehničkom aranžmanu br. A.PRG.CAP672.S „Procedure odobravanja prekograničnog kretanja za površinska kretanja u Evropi“ (CBMP SURFACE TA) i primjenljivim zakonodavstvom HN.
7. Podaci određeni stepenom tajnosti, šifrovani i zvanični dokumenti i materijali pod službenim pečatom uvoziće se u HN u skladu sa tačkom 3 člana 11 NATO SOFA, primjenljivim međunarodnim sporazumima i zakonodavstvom HN.

## **ČLAN 18**

### **ISTRAŽNE PROCEDURE ZA NEZGODE I INCIDENTE**

1. Istraživanje i prijavljivanje nezgoda/incidenata vršiće se u skladu sa zakonodavstvom HN i primjenljivim međunarodnim sporazumima koji se odnose na HN, FN i CN. Učesnici će u potpunosti saradivati u pogledu obezbjeđivanja područja gdje se desila nezgoda/incident i toka istrage.
2. Zemlje uključene u nezgodu ili incident imaće pravo na posmatrača koji će prisustvovati istragama, kada god je to dozvoljeno po odgovarajućim procedurama HN. FN ili CN će snositi sve troškove proistekle iz učešća u istrazi.
3. Organ HN koji sprovodi istragu obezbijediće vojnim organima HN, FN ili CN primjerak finalnog izvještaja o nezgodi/incidentu u koji su uključene njihove snage, kada god je to dozvoljeno po odgovarajućim procedurama HN.

## **ČLAN 19**

### **POSTUPANJE U SLUČAJU SMRTI PRIPADNIKA VODEĆE ZEMLJE/ZEMLJE KOJA PRUŽA DOPRINOS**

Smrt pripadnika FN ili CN na teritoriji HN biće prijavljena relevantnim organima HN i FN/CN. Smrt će potvrditi zdravstvene vlasti HN u skladu sa zakonima i propisima koji su na snazi u HN i u koordinaciji sa zemljom preminulog pripadnika. Dodatne informacije nalaze se u Aneksu B.

## **ČLAN 20**

### **ZDRAVSTVENA I STOMATOLOŠKA ZAŠTITA**

1. Vojne službe HN pružiće zdravstvenu i stomatološku zaštitu u okviru svojih sposobnosti, u skladu sa odgovarajućim pravilima i procedurama HN. Zdravstvena i stomatološka zaštita biće pružene u skladu sa Aneksom B.
2. Zdravstvena i stomatološka (ukoliko je dostupna) zaštita koju pruža HN Role 1, kao i medicinska evakuacija vojnim transportom biće besplatne.
3. Osoblje FN i CN imaće pristup neophodnim medicinskim i stomatološkim tretmanima zdravstvene i stomatološke službe HN pod istim uslovima koji važe za osoblje HN, u skladu sa članom 9 NATO SOFA, osim ukoliko su drugačije dogovorile HN, FN i CN.
4. Svi medicinski troškovi uključujući one u vezi sa evakuacijom civilnim medicinskim transportom, hospitalizacijom u medicinskim ustanovama (vojnim ili civilnim) biće pokriveni pojedinačno, preko osiguranja, ili od strane FN i CN u skladu sa njihovim nacionalnim procedurama i uz prethodnu koordinaciju sa medicinskom ustanovom koja pruža zaštitu.
5. FN i CN će osigurati da njihovo osoblje ispunjava odgovarajuće nacionalne zdravstvene i stomatološke standarde prije angažovanja, kao i obavezne zdravstvene zahtjeve HN za ulazak na njenu teritoriju. Ovo uključuje preventivnu vakcinaciju, prema potrebi, kao i potvrdu o sposobnosti za rad koju izdaju sopstveni zdravstveni organi
6. Osoblje FN i CN će poštovati važeća pravila i procedure HN u pogledu mjera javnog zdravlja u vezi sa COVID-19, zaraznim i drugim bolestima.

## **ČLAN 21**

### **ODNOSI S JAVNOŠĆU**

1. FN će obezbijediti predstavnike za odnose s javnošću (PA), prema potrebi, uspostavljajući PA sposobnost u okviru Komande eVA u Republici Bugarskoj, u skladu sa odgovarajućim pravilima i procedurama HN.
2. PAO odsjek/STRATCOM odjeljenje eVA u Republici Bugarskoj činiće vojno osoblje HN i CN.
3. FN će omogućiti, na zahtjev, portparola eVA u Republici Bugarskoj.
4. FN će omogućiti, na zahtjev, glavnog službenika za odnose s javnošću (PAO), koji će biti glavni savjetnik komandanta za oblast odnosa s javnošću.
5. Sve prateće PA aktivnosti treba organizovati u skladu sa glavnim PAO.
6. Aktivnosti eVA u Republici Bugarskoj portparola biće koordinisane sa NATO Kancelarijom za odnose s javnošću.
7. Aktivnosti eVA u Republici Bugarskoj PA biće koordinisane sa HN i CN, prema potrebi.

## **ČLAN 22**

### **ODSTUPANJA U TUMAČENJU ILI PRIMJENI**

Sva odstupanja u pogledu tumačenja ili primjene ovog TA rješavaće se isključivo konsultacijama između učesnika, na najnižem odgovarajućem nivou, i neće se dalje upućivati nacionalnim ili međunarodnim sudovima, niti trećim licima, radi rješavanja.

## **ČLAN 23**

### **IZMJENE I DOPUNE**

Ovaj TA može se izmijeniti ili dopuniti u bilo kojem trenutku, uz uzajamnu pisanu saglasnost učesnika, a stupiće na snagu na dan stavljanja posljednjeg potpisa.

## **ČLAN 24**

### **TRAJANJE, ISTUPANJE I PRESTANAK VAŽENJA**

1. Ovaj TA i njegovi aneksi stupaju na snagu na dan stavljanja posljednjeg potpisa i ostaju na snazi, osim ukoliko neki od učesnika raskine ugovor, dostavljajući pisano obavještenje ostalim učesnicima, 30 dana unaprijed.
2. CN može istupiti iz ovog TA dostavljajući pisano obavještenje HN i FN, 30 dana unaprijed.
3. U slučaju raskida ovog TA ili istupanja CN iz istog, relevantne odredbe će nastaviti da se primjenjuju u pogledu svih pitanja koja nisu riješena u trenutku raskida ili istupanja. Finansijski troškovi nastali kao rezultat jednostranog raskida ili istupanja podnose se drugom učesniku ili CN koja istupa radi nadoknade, u skladu sa

STANAG 2034 i Aneksom A ovog TA, najkasnije tri mjeseca od datuma kada su troškovi nastali, nakon obavještenja o raskidu ili istupanju.

4. Ovaj TA potpisuje se u dva originalna primjerka na engleskom jeziku, po jedan za svakog od učesnika.

Za Ministarstvo odbrane Republike Bugarske,

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**IME I PREZIME**

ČIN

POZICIJA

Datum:

Za Ministarstvo odbrane Republike Italije,

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**IME I PREZIME**

ČIN

POZICIJA

Datum:



## ANEKS A

### ZALIHE I USLUGE KOJE PRUŽA DRŽAVA DOMAĆIN

Podrška države domaćina može se pružati na bazi nadoknade, uz direktnu finansijsku nadoknadu i/ili razmjenu jednake vrijednosti, ukoliko je u skladu sa primjenljivim nacionalnim procedurama, a može biti i besplatna.

1. **Besplatna podrška HN.** HN će besplatno, na zahtjev, u zavisnosti od dostupnosti (više informacija u SOR), tokom faza popune i postavljanja, angažovanja snaga i njihovog povratka u matičnu zemlju pružati sljedeću podršku:
  - a. Sve odgovarajuće identifikovane vojne objekte i područja ponuđena kao podrška eVA u Republici Bugarskoj. Svi objekti i područja biće predati FN i CN u sigurnom i čistom stanju. Ovi objekti biće vraćeni HN u istom stanju u kojem su primljeni, izuzimajući tragove normalne upotrebe ili, u slučaju unapređenja, u unaprijeđenom stanju. Objekti će uključivati, ali neće biti ograničeni na, jarbole za isticanje odgovarajućih nacionalnih zastava FN i CN, odgovarajuću količinu namještaja, u skladu sa SOR, kao i električne usluge kao podršku eVA u Republici Bugarskoj.
  - b. Pristup struji, vodi, otpadnim vodama i drugim dostupnim komunalnim uslugama
  - c. Eksternu i infrastrukturnu bezbjednost povezanu sa objektima u upotrebi za potrebe eVA u Republici Bugarskoj, uključujući zaštitu snaga u okviru vojnih mogućnosti.
  - d. Podršku koju pruža vojno osoblje HN i opremu i vlasništvu vojske (izuzev inkrementalnih troškova).
  - e. Objekte za skladištenje oružja i municije (specifične nacionalne zahtjeve navesti u SOR).
  - f. Vojne telefonske linije (specifične nacionalne zahtjeve navesti u SOR).
  - g. Protivpožarnu zaštitu za objekte i osoblje.
  - h. Medicinske i/ili stomatološke usluge u skladu sa članom 20 i Aneksom B.
  - i. Geografske karte, u štampanom i/ili digitalnom formatu.
  - j. Ugovaranje podrške od strane vojnog osoblja HN.
  - k. Pristup i upotrebu poligona i strelišta.

- l. Pristup vojnim aerodromima (APOD), vojnim lukama (SPOD) i vojnoj željeznici (RPOD) bez lučkih/aerodromskih/željezničkih naknada koje nisu u direktnoj vezi sa zahtijevanim, pruženim i primljenim uslugama.
  - m. Preventivne i veterinarske medicinske usluge (kontrolne i mjere za smanjenje i suzbijanje insekata, glodara, korova, gljivica i drugih životinja ili biljaka) u slučaju epidemiološkog/sezonskog rizika.
2. **Podrška HN na bazi nadoknade.** HN će pomoći u pružanju sljedeće podrške, uz nadoknadu (koja se obračunava po istim stopama koje važe za vojne snage HN), na zahtjev, u zavisnosti od dostupnosti i ne dovodeći u pitanje usluge koje se pružaju besplatno, ne postupajući kao treće lice (ugovarač):
  - a. Inkrementalni troškovi za vojni smještaj snaga FN i CN po istim cijenama koje važe za osoblje HN.
  - b. Dostupni materijali i oprema neophodna za postavljanje privremenih objekata.
  - c. Ishrana u vojnim objektima po istim cijenama koje važe za vojno osoblje HN.
  - d. Instalacija informaciono-telekomunikacionih sistema (CIS) NATO/FN/CN i administrativne opreme.
  - e. Dostupne telefonske i druge komunikacione usluge, koje HN dijeli FN i/ili CN.
  - f. Upotreba struje, vode, otpadnih voda i drugih dostupnih komunalnih usluga koje HN dijeli FN i/ili CN.
  - g. Uklanjanje otpada, izuzev medicinskog otpada, ukoliko su takve usluge dostupne po ugovoru HN.
  - h. Nafta, ulja, maziva (POL), ukoliko HN iste može omogućiti FN/CN po postojećim ugovorima HN.
  - i. Kopneni transport, uz nadoknadu (isključivo inkrementalni troškovi), ukoliko su takve usluge dostupne i ukoliko ih HN dijeli FN i/ili CN.
  - j. Usluge izvlačenja/evakuacije vojnim sredstvima.
  - k. Prodavnice građevinskog materijala materijal, ukoliko je dostupno.
  - l. Mete i dodatne usluge na poligonima za vježbu i strelištima, prema potrebi.
3. Na zahtjev, HN može pomoći FN i CN sa ugovaračkim uslugama koje prevazilaze mogućnosti HN opisane u stavovima 1 i 2 ovog Aneksa, na način što će obezbijediti spiskove izvora ili kontakt osobe, kao i usluge prevođenja, kako bi omogućila ovlaštenom osoblju FN i CN da sklapa ugovore u skladu sa odgovarajućim zakonima, propisima i pravilima FN i CN. Finansijski troškovi takvih ugovora ostaju obaveza države koja isti zaključuje, ukoliko on služi isključivo potrebama te države. Ukoliko država pripremi ugovor za potrebe drugih država, uspostaviće se fer i pravičan aranžman raspodjele troškova.
4. HN neće preuzeti nikakve finansijske obaveze u ime FN i CN, osim ukoliko to unaprijed ne zahtijeva ovlašćeni predstavnik i ukoliko HN ne prihvati odgovornost za plaćanje tih troškova.
5. Ukoliko FN ili CN odustanu od zajednički određenih zaliha i usluga nakon što HN proširi fondove ili angažuje sredstva koja su neopoziva i prihvaćena u SOR, FN i CN će, u zavisnosti od slučaja, biti u obavezi da nadoknade HN za ove troškove.

6. Svaki zahtjev FN i CN za dodatnu logističku podršku koji nije drugačije opisan u ovom TA, uključujući i njegove anekse, biće dostavljen HN putem SOR radi donošenja odluke da li podrška može biti obezbijedena. Ukoliko se podrška obezbijedi, FN i/ili odgovarajuća CN će nadoknaditi HN za istu.
7. U slučaju da FN ili CN izgrade novu strukturu ili poprave postojeću, pisani aranžmani za te svrhe sadržaće odgovarajuća pravila i procedure HN u pogledu finansiranja izgradnje, vlasništva i druge informacije koje će unaprijed međusobno potvrditi odgovarajuće zemlje.
8. U cilju lakšeg obračuna HNS na bazi nadoknade, HN, u koordinaciji sa FMG, može obezbijediti spisak troškova u vezi sa HNS.
9. Podrška pružena FN i CN od strane trećih lica biće predmet posebnih aranžmana između uključenih strana.

## **ANEKS B**

### **MEDICINSKA PODRŠKA**

1. Vojna medicinska služba HN pružiće medicinsku podršku u okviru svojih resursa i koordinirati dodatnu medicinsku podršku sa civilnim agencijama, za potrebe FN i CN, u skladu sa principima navedenim u ovom Aneksu i svim primjenljivim SOR.
2. Medicinska evakuacija: U područjima E/T, FN i CN će obezbijediti odgovarajuće sanitetsko vozilo kao i kvalifikovana medicinska sredstva u svrhu medicinskog transporta i evakuacije sa područja E/T do mjesta transfera; civilne hitne pomoći HN ili najpogodnije lokalne bolnice ili sanitetske ustanove za liječenje (MTF). U slučaju da CN ne može obezbijediti navedeno, HN, FN i/ili druga CN će isto obezbijediti CN, besplatno. Dodatno, od HN se može povremeno zahtijevati da obezbijedi gorenavedeno u skladu sa prethodnim dogovorom između HN i FN i CN SMA. Sve medicinske evakuacije ka MTF na bojištu, u kojim se mogu vršiti hirurški zahvati, sprovodiće se u skladu sa planiranim rasporedom i najkasnije 2 sata nakon zadobijanja povrede.
3. Strateška medicinska evakuacija biće nacionalna odgovornost. Transport od MTF do aerodroma u svrhu strateške medicinske evakuacije sprovodiće se odgovarajućim sanitetskim vozilom HN, na zahtjev.
4. Civilna vazдушna ili kopnena hitna služba HN biće omogućena na zahtjev/prema potrebi, na bazi nadoknade troškova. Takvi zahtjevi biće koordinirani između HN i FN ili CN SMA.
5. Osnovni medicinski tretman (Role 1): FN i CN će vršiti popunu, opremanje i rukovati Role 1. Ova sposobnost će obezbijediti hitnu i osnovnu (bez specijalizovanih tretmana) medicinsku podršku svom nacionalnom osoblju, kao i hitnu podršku učesnicima aktivnosti, prema potrebi. Medicinske usluge nivoa Role 1 obuhvataju dnevna javljanja za ljekarski pregled, hitne mjere spasavanja života, prevenciju bolesti i vanborbenih povreda i ograničenu kopnenu evakuaciju pacijenata. U slučaju da CN ne može da obezbijedi ovu mogućnost, HN, FN i/ili druga CN će istu obezbijediti CN, besplatno. Ne postoji mogućnost vršenja hirurških zahvata, zadržavanja pacijenata, laboratorije ili rendgena. Takođe, od HN

može se povremeno zahtijevati da navedeno obezbijedi na privremenoj osnovi, u skladu sa prethodnim dogovorom između HN i FN i CN SMA.

6. HN će, nakon koordinacije sa FN i CN SMA, pružiti pomoć u pogledu pristupa vojnoj ili civilnoj Role 2 i Role 3 medicinskoj podršci u blizini područja E/T.
7. HN će pružiti Role 2 i Role 3 medicinsku podršku i stomatološke usluge FN i CN, pod istim uslovima i po istim standardima koji važe za osoblje HN.
8. HN, FN i CN će obezbijediti oficira za vezu za zdravstvena pitanja kako bi se omogućila veza sa sanitetskim ustanovama za liječenje u E/T području i bolnicama, kako bi osoblje koje ne pripada HN imalo odgovarajuću zdravstvenu i stomatološku zaštitu.
9. Medicinske informacije će se dijeliti sa drugim zdravstvenim radnicima isključivo u skladu sa važećim EU i nacionalnim zakonodavstvom o ličnim podacima.
10. Oficir za vezu za zdravstvena pitanja će pripadati vojnoj medicinskoj službi ili medicinskoj organizaciji svoje države.
11. Medicinska podrška nivoa Role 4 je nacionalna odgovornost.
12. HN će FN i CN obezbijediti usluge odlaganja medicinskog otpada besplatno, ili na bazi nadoknade ukoliko iste obezbijedi eksterni pružalac usluga.
13. Organi FN i CN prihvataju sve medicinske standarde HN u pogledu liječenja njihovog osoblja i uslova medicinskih ustanova (klinika).
14. U slučaju smrti pripadnika FN ili CN tokom E/T, smrt će biti odmah prijavljena vlastima HN i FN ili CN. HN će koordinirati privremenim pogrebnim uslugama, uključujući upotrebu mrtvačnice, za preminule pripadnike FN ili CN.
15. U slučaju da FN ili CN ili organi HN zatraže obdukciju preminulog pripadnika FN ili CN, ljekari koji predstavljaju HN će izvršiti obdukciju, dok će FN i CN imati pravo na posmatrača koji će biti prisutan tokom obdukcije, ukoliko je to u skladu sa odgovarajućim zakonodavstvom HN. HN će relevantnim organima FN ili CN obezbijediti primjerak finalnog izvještaja o obdukciji, na zahtjev, ukoliko je to u skladu sa odgovarajućim zakonodavstvom HN.
16. Troškove u vezi sa transportom (uključujući troškove repatrijacije posmrtnih ostataka), obdukcijom i pogrebnim uslugama u slučaju smrti pripadnika osoblja FN ili CN snosiće odgovarajuća FN ili CN.
17. Plaćanje medicinskih usluga, izuzev onih koje se pružaju besplatno po članu 20 ovog TA, pruženih osoblju FN i CN vršiće FN i CN za svoje osoblje ili pojedinac, uz prethodnu koordinaciju sa medicinskom ustanovom koja usluge pruža.
18. HN, FN i CN će voditi i osigurati da se evidencije koje odražavaju primjenu ovog Aneksa čuvaju.
19. HN će pružiti medicinsku pomoć, na zahtjev, u onoj mjeri koliko dozvoljavaju zakoni HN, u cilju pružanja podrške FN i CN u njihovim pravnim postupcima uključujući, ali ne ograničavajući se na, policijske istrage, disciplinske istrage i dr.

## **ANEKS C**

### **ZAŠTITA ŽIVOTNE SREDINE**

1. HN, FN i CN će slijediti kolektivni, preventivni pristup zaštiti životne sredine. U cilju sprečavanja dugoročnog uticaja na životnu sredinu ili ugrožavanja zdravlja i bezbjednosti ljudi, potencijalni ekološki rizici će biti ublaženi putem savjetovanja od strane službenika za zaštitu životne sredine koje odrede komandanti snaga HN i FN.
2. Sve zemlje će se upravljati prema NATO ekološkim politikama i doktrini za interoperabilnost. HN će, na zahtjev, obezbijediti FN i CN zajedničke smjernice o zaštiti životne sredine na engleskom jeziku. FN i CN će preduzeti razumne i mjere zasnovane na informacijama u cilju zaštite životne sredine HN. FN i CN će poštovati lokalne zakone, propise, standarde i politike u pogledu zaštite životne sredine, koji se generalno i jednolično primjenjuju i sprovode u okviru HN. FN i CN će poštovati sopstvene zakone, propise, standarde i politike u pogledu zaštite životne sredine u slučaju kada su oni stroži, ali ne i u suprotnosti sa sličnim instrumentima HN. U odsustvu zakona, propisa, standarda i politika u pogledu zaštite životne sredine, sve zemlje će se konsultovati o mjerama zaštite životne sredine tokom procesa planiranja.
3. Sve zemlje će primjenjivati princip hijerarhije otpada u cilju smanjenja proizvodnje otpada i sprečavanja zagađenja. FN će uspostaviti i periodično pregledati plan upravljanja otpadom u konsultaciji sa HN i CN. Na osnovu dostupnosti, HN će omogućiti odvajanje, skladištenje, sakupljanje, transport, reciklažu i finalno odlaganje cjelokupnog otpada, uključujući gradski i specijalni otpad, kao i opasan otpad i otpadne vode, u skladu sa ekološkim propisima HN. HN će obezbijediti odgovarajuće kontejnere/vreće za opasan i bezopasan otpad, na svim područjima obuke/djelovanja, prema potrebi.
4. FN i CN će uspostaviti, održavati i zadržati vlasništvo nad ekološkom datotekom za lokacije koje su im date na upotrebu. Na osnovu vrste i trajanja aktivnosti, zemlje će sprovesti Procjene uticaja na životnu sredinu (EIA), Temeljnu i završnu studiju zaštite životne sredine (EBS/ECS), kao i Izvještaje o stanju životne sredine (ECR) na datim lokacijama. HN će pravovremeno obezbijediti sve postojeće informacije za identifikaciju, opis i prikaz uslova životne sredine na tim lokacijama. Zemlje koje sprovode EIA, EBS/ECS i ECR dijeliće rezultate sa drugim zemljama koje učestvuju u eVA u Republici Bugarskoj.
5. FN i CN će organizovati, po potrebi, prikupljanje podataka o životnoj sredini i uzorkovanje vode, zemljišta i vazduha prije, tokom i nakon svih aktivnosti na mjestima obuke/djelovanja u cilju omogućavanja pristupa EIA, EBS/ECS i ECR zasnovanom na dokazima. HN će podržati prikupljanje podataka o životnoj sredini i uzorkovanje, na zahtjev, u okviru dostupnih resursa, a na osnovu prethodnog planiranja i propisa HN.
6. U slučaju ekološkog incidenta (npr. prosipanja nafte, ulja ili maziva), zemlja odgovorna za incident će isti odmah prijaviti svom lancu komande i HN. Svaka

naknadna akcija ili nadoknada troškova biće koordinirana na odgovarajući način između uključenih strana, u skladu sa primjenljivim pravilima i procedurama HN.

7. Transport opasnog materijala biće usklađen sa zakonima, propisima HN i odgovarajućim međunarodnim sporazumima o transportu i odlaganju materijala. Ukoliko bude neophodno za ekološko upravljanje opasnim otpadom, FN i CN će obezbijediti sve informacije potrebne za prekogranično kretanje opasnog otpada propisano Bazelskom konvencijom o kontroli prekograničnog kretanja opasnog otpada i njegovom odlaganju i standardima, zahtjevima i politikama HN koje implementiraju Bazelsku konvenciju u HN.

## **ANEKS D**

### **INFORMACIONO-KOMUNIKACIONI SISTEMI (CIS)**

1. FN i CN mogu rukovati radio-komunikacionom opremom na frekvencijama dogovorenim između HN i FN i CN, u skladu sa zakonima i propisima HN. HN vojne radio frekvencije dodijeljene FN i CN tokom E/T biće besplatne.
2. Zahtjev za frekvenciju treba pripremiti u skladu sa NATO standardom. Najmanje mjesec dana prije dolaska ili upotrebe bilo koje vrste radio opreme na teritoriji HN, FN i CN treba da pošalju sve zahtjeve za frekvencije Odjeljenju za upravljanje frekvencijama HN (NARFA) i kontakt osobi HN – [NARFA@mil.lv](mailto:NARFA@mil.lv) i [Gatis.Malins@mil.lv](mailto:Gatis.Malins@mil.lv) za dodjelu i odobrenje.
3. FN i CN mogu besplatno koristiti postojeće vojne telefonske i mrežne veze u okviru objekata, ukoliko su iste identifikovane u SOR.
4. Sve međunarodne telefonske, faks ili internet komercijalne linije biće kompletirane pod dodatnim ugovorom između FN i CN i civilnih kompanija (FN i CN su odgovorne za plaćanja).
5. FN i CN mogu instalirati i rukovati opremom, i u okviru svojih bezbjednih objekata, u cilju podrške svojoj mreži komandovanja, kontrole, komunikacije, kompjutera, obavještajnih aktivnosti, praćenja i izviđanja (C4ISR). Montaža i rad opreme mogu zavisiti od ovlašćenja, u skladu sa zakonima i propisima HN.
6. HN, FN i CN će preduzeti sve moguće mjere da spriječe i eliminišu štetne interferencije sa svim neovlašćenim telekomunikacionim sistemima i službama.
7. FN i CN mogu uvoziti, graditi, upotrebljavati i održavati i izvoziti sisteme i objekte namijenjene za komunikaciju i elektroniku u objektima unaprijed određenim za upotrebu od strane FN i CN.
8. FN i CN mogu razviti i rukovati taktičkim sistemima obavještajnog djelovanja, nadzora, nominacije ciljeva i izviđanja (ISTAR) neophodnim za sprovođenje taktičkih kopnenih operacija kao podrška E/T i planovima odbrane HN, u skladu sa odgovarajućim pravilima i propisima HN. Takve sposobnosti biće predložene HN i mogu biti uvrštene u ISTAR planove HN.
9. FN i CN imaju ovlašćenje da upotrebljavaju kodove, kriptografske sisteme i druga sredstva bezbjednosti komunikacije na svim komunikacionim sistemima FN i CN.
10. HN će FN i CN dodijeliti objekte i područja koje će oni naknadno označiti kao područja ograničena isključivo za FN i CN, a koja mogu uključivati C4ISR i ISTAR sisteme.
11. Komunikacioni objekti kojima rukovode FN i CN mogu biti predmet inspekcije HN, kako bi se potvrdilo da su isti u skladu sa odobrenim ovlašćenjima za funkcionisanje. Inspekcija HN se neće primjenjivati na kriptografske sisteme i druga sredstva nacionalne bezbjednosti komunikacije ili objekte koji mogu biti označeni kao područja ograničena isključivo za FN ili CN.

12. FN i CN može biti odobren pristup informacionim sistemima koje obezbjeđuje HN, prema dogovoru postignutom između HN, FN i CN, u skladu sa zakonima i propisima HN.



## ANEKS E

### ZDRUŽENA I KOMBINOVANA ZAŠTITA SNAGA I VOJNA KONTROLA

#### Opšte informacije

1. Zaštita snaga je prvenstveno odgovornost HN. Kontrola snaga (posredstvom policije) je prvenstveno nacionalna odgovornost. Međutim, poznato je da je zajednički interes svih zemalja učesnica u eVA u Republici Bugarskoj da blisko sarađuju u pogledu zaštite snaga i pitanja kontrole posredstvom policije.
2. U cilju djelotvorne primjene NATO SOFA, HN, FN i CN će blisko sarađivati sa funkcijama zaštite i kontrole snaga (uključujući istrage krivičnih, disciplinskih i drugih incidenata).

#### Zaštita snaga

3. HN će imati obavezu da obezbijedi zaštitu snaga za eVA u Republici Bugarskoj. Vojno osoblje FN i CN, u saglasnosti sa ovlašćenjem odgovarajućih nacionalnih vlasti, mogu proširiti zaštitu snaga u skladu sa svojim nacionalnim smjernicama, ali će uvijek djelovati zajedno sa osobljem HN.
4. Prije učešća FN i CN u zadacima zaštite snaga, odgovarajuća zemlja izdaće prikladna naređenja o upotrebi sile, kao i prikladna Pravila angažovanja/upozorenja o ograničenju, koja će odražavati zahtjeve HN.

#### Kontrola snaga

5. Poštujući nadležnosti sadržane u NATO SOFA i kao dio eVA u Republici Bugarskoj, HN će uspostaviti Centar za koordinaciju vojne policije (MPCC). HN, FN i CN će upravljati aktivnostima MPCC, uključujući procedure, prakse i procese opisane u stavu 8, u nastavku.
6. HN, FN i CN će dodijeliti pripadnike vojne policije MPCC.
7. Svrha MPCC jeste pružanje podrške policiji HN u sprovođenju zakona u vojnim objektima i koordinacija mjera FN i CN kako bi se osiguralo održavanje reda i bezbjednosti u svim vojnim i drugim prostorijama koje zauzimaju. MPCC će obezbijediti zajedničku kontakt osobu i koordinirati inicijalni, i prema potrebi, nacionalni odgovor na sve upite, incidente ili okolnosti koje zahtijevaju policijske usluge u pogledu eVA u Republici Bugarskoj.
8. HN će, u konsultaciji sa FN i CN uspostaviti operativne procedure, prakse i procese za MPCC, u skladu sa odgovarajućim zakonodavstvom HN za:
  - a. Podršku sprovođenju zakona HN.
  - b. Inicijalni odgovor na incidente i procedure primopredaje odgovarajućim nacionalnim policijskim snagama.
  - c. Podršku nacionalnim policijskim snagama u sprovođenju njihovih dužnosti i istraga.

- d. Pristup ustanovama za pritvor, za zadržavanje pripadnika eVA u Republici Bugarskoj, prema potrebi.
- e. Komunikacione i koordinacione procedure.
- f. Koordinaciju obavještenja o presumpciji ili odricanja od nadležnosti, u skladu sa članom VII NATO SOFA.
- g. Pojednostavljanje obavještenja upućenih odgovarajućoj zemlji o rješavanju slučajeva koji uključuju zajedničku nadležnost.
- h. Pojednostavljanje transfera pripadnika eVA u Republici Bugarskoj u ili iz pritvora HN.
- i. Podršku aktivnostima obuke u okviru eVA u Republici Bugarskoj, prema potrebi.
- j. Druge aktivnosti, prema potrebi.

## ANEKS F

### PROCEDURE OSLOBAĐANJA OD PLAĆANJA POREZA

1. Procedure oslobađanja od plaćanja poreza primjenjuju se na snage FN i CN. Sa svim procedurama oslobađanja od plaćanja poreza postupaće se u skladu sa odgovarajućim zakonodavstvom HN i uz podršku Ministarstva odbrane HN (HN MoD). Od plaćanja poreza može se izuzeti nabavka dobara i usluga koje se obezbjeđuju isključivo za službene potrebe snaga. Procedura u nastavku primjenjuje se na dobra i usluge koje se na teritoriji Republike Bugarske dostavljaju snagama FN i CN koje su angažovane u ili prelaze preko Republike Bugarske (BGR).
2. **Uvodne informacije:**
  - 2.1. Nadležno osoblje iz Ministarstva odbrane BGR, ovlašćeno od strane ministra odbrane da koordiniše aktivnosti između primalaca dobara/usluga (NATO Oružane snage) i Nacionalne agencije za prihode (NRA):
    - Brigadni general Mitko GRIGOROV – direktor Direktorata za logistiku – e-mail: [m.grigorov@mod.bg](mailto:m.grigorov@mod.bg);
    - Pukovnik Ivan IVANOV – zamjenik direktora Direktorata za logistiku – e-mail: [ivan.m.ivanov@mod.bg](mailto:ivan.m.ivanov@mod.bg);
    - Pukovnik Veselin BADZEV – Načelnik HNS i Odjeljenja za multinacionalnu logistiku – e-mail: [v.badjev@mod.bg](mailto:v.badjev@mod.bg).
  - 2.2. Nadležni organ za finansije – Nacionalna agencija za prihode, Direktorat za lokalne poreze u Sofiji, ul. Aksakov 21, BG-1000 Sofija;
  - 2.3. Potvrda o oslobađanju od plaćanja poreza – Aneks II stava 51 Propisa 282/2011 POTVRDA O OSLOBAĐANJU OD PLAĆANJA POREZA I/ILI AKCIZA (\*) (Direktiva 2006/112/EC, član 151 i Direktiva 2008/118/EC, član 13) – Prilog I;
  - 2.4. Zahtjev za nadoknadu - Prilog II.
3. **Oslobađanje od plaćanja poreza – „nulta stopa PDV-a“**
  - 3.1. Slučajevi koji se mogu prijaviti za „nultu stopu PDV-a“
    - 3.1.1. Ova procedura se primjenjuje na dobra i usluge dostavljene snagama FN i/ili CN koje su angažovane u ili prelaze preko teritorije Republike Bugarske (BGR), u skladu sa stavom 6, tačka 6.2 Memoranduma o razumijevanju između BGR i BiSC za HNS.
    - 3.1.2. Ova procedura se primjenjuje u slučaju dostave primaocu (NATO Oružane snage) za službenu upotrebu.
  - 3.2. Dokumenti za primjenu oslobađanja od plaćanja poreza „nulta stopa PDV-a“ koje obezbjeđuju snage NATO-a:
    - 3.2.1. Potvrda o oslobađanju od plaćanja poreza – Aneks II stava 51 Propisa 282/2011 POTVRDA O OSLOBAĐANJU OD PLAĆANJA POREZA I/ILI AKCIZA (\*) (Direktiva 2006/112/EC, član 151 i Direktiva 2008/118/EC, član 13). Popunjava se u dva originalna primjerka – jedan za lice/kompaniju koja vrši dostavu i drugi za primaoca (nakon odobrenja

BGR MoD i NRA). Ova potvrda služi kao dokaz prodavcu za izdavanje fakture sa „nultom stopom PDV-a“.

3.3. Na koji način primalac zaliha ili usluga (NATO Oružane snage) popunjavaju podatke:

- **Blok 1** – podaci o ovlaštenom licu – Komandant snaga odgovarajuće NATO zemlje, čije snage su angažovane u ili prelaze preko teritorije Bugarske. Adresa (mjesto) baze na teritoriji BGR gdje se snage nalaze;
- **Blok 2** – podaci o nadležnom organu BGR koji pečati dokument – Nacionalna agencija za prihode, Direktorat za lokalne poreze u Sofiji, ul. Aksakov 21, BG-1000 Sofija;
- **Blok 3** – podaci o primaocu zaliha ili usluga (Oružane snage zemlje članice NATO). Primalac izjavljuje da su zalihe ili usluge za službenu upotrebu, u vezi sa NATO operacijama i/ili vježbama;
- **Blok 5** – podaci o licu/kompaniji koja vrši dostavu i opis dobara i usluga, kao što je prikazano u fakturi.

Nakon ispunjavanja gorenavedenih blokova, potvrda se dostavlja nadležnom osoblju BGR MoD (stav 2.1.) za aranžmane o verifikaciji i predaje nadležnom nacionalnom organu (stav 2.2.) na odobrenje.

Nakon odobrenja NRA i BGR MoD, nadležno osoblje vraća potvrdu primaocu usluga (NATO Oružane snage).

4. **Oslobađanje od plaćanja poreza – Povraćaj PDV-a** – Procedura za povraćaj PDV-a, koji je već plaćen od strane primaoca usluga (snage FN i/ili CN):

4.1. Popunjavanje zahtjeva za povraćaj PDV-a – Prilog 2. Popunjava primalac, koji je platio PDV, uz dodatak faktura (original ili ovjerena kopija)

4.2. Potvrda o oslobađanju od plaćanja poreza – Prilog II Aneks II stava 51 Propisa 282/2011 POTVRDA O OSLOBAĐANJU OD PLAĆANJA POREZA I/ILI AKCIZA (\*) (Direktiva 2006/112/EC, član 151 i Direktiva 2008/118/EC, član 13).

4.3. Dokumenta u stavu 4.1. i 4.2. dostavljaju se nadležnom osoblju (stav 1.1) najkasnije 15. u mjesecu koji slijedi.

4.4. Nadležno osoblje iz stava 2.1. potvrđuje dokumenta iz stava 4.1. i 4.2.

4.5. Nadležno osoblje iz stava 2.1. šalje dokumenta iz stava 4.1. i 4.2. NRA, najkasnije 15 dana nakon prijema istih.

4.6. Nadležno finansijsko tijelo (stav 2.2.) revidira dokumenta i u roku od 30 dana vrši povraćaj PDV-a.

4.7. Povraćaj PDV-a se ne vrši:

4.7.1. Ukoliko iznos PDV-a u fakturi nije prikazan u odvojenom redu;

4.7.2. Ukoliko je fakturu izdao organ koji nije upisan u registar obveznika PDV-a.

4.7.3. Ukoliko je iznos PDV-a manji od minimalnog iznosa za nadoknadu, a koji iznosi 50 BGN/po fakturi (izuzev telefonskih usluga, struje i

centralnog grijanja, goriva za grijanje, povremene pretplate na medije i internet usluge).

**5. Prilozi:**

- 5.1. Prilog 1 – Potvrda o oslobađanju od plaćanja poreza – Aneks II stava 51 Propisa 282/2011 POTVRDA O OSLOBAĐANJU OD PLAĆANJA POREZA I/ILI AKCIZA (\*) (Direktiva 2006/112/EC, član 151 i Direktiva 2008/118/EC, član 13);
- 5.2. Prilog 2 – Zahtjev za povraćaj PDV-a

## EVROPSKA UNIJA

(\*)

## POTVRDA O OSLOBAĐANJU OD PLAĆANJA PDV-A/AKCIZA

(Direktiva 2006/112/EC – član 151 – i Direktiva 2008/118/EC – član 13)

<b>Serijski br. (nije obavezno):</b>	
<b>1. OVLAŠĆENO TIJELO/LICE</b>	
Naziv/Ime i prezime Ulica i broj Poštanski broj, mjesto Država članica (domaćin)	
<b>2. NADLEŽNO TIJELO ZA OVJERU (Naziv, adresa i broj telefona)</b>	
<b>3. IZJAVA OVLAŠĆENOG TIJELA/LICA</b>	
Ovlašćeno tijelo ili lice <sup>(1)</sup> ovim putem izjavljuje	
(a) da su dobra i/ili usluge navedene u polju 5 namijenjeni <sup>(2)</sup> :	
<input checked="" type="checkbox"/> Za službenu upotrebu	<input type="checkbox"/> Za ličnu upotrebu
<input type="checkbox"/> strane diplomatske misije	<input type="checkbox"/> člana strane diplomatske misije
<input type="checkbox"/> stranog konzularnog predstavništva evropskog tijela na koje se primjenjuje Protokol o privilegijama i imunitetu EU	<input checked="" type="checkbox"/> člana stranog konzularnog predstavništva
<input type="checkbox"/> međunarodne organizacije	<input type="checkbox"/> člana osoblja međunarodne organizacije
<input checked="" type="checkbox"/> Oružanih snaga zemlje ugovornice Sjevernoatlantskog ugovora (NATO snage)	
<input type="checkbox"/> Oružanih snaga Ujedinjenog Kraljevstva koje se nalaze na Kipru	
<input type="checkbox"/> Za Evropsku Komisiju ili bilo koju drugu evropsku Agenciju ili tijelo koje izvršava zadatke kao odgovor na pandemiju COVID-19	
(naziv institucije) (vidi polje 4)	
(b) da su dobra i/ili usluge opisane u polju 5 u skladu sa uslovima i ograničenjima za oslobođenje u državi domaćinu navedenim u polju 1 i	
(c) da su gorenavedeni podaci isitiniti i pouzdani.	
Ovlašćeno tijelo ili lice ovim putem pristaje platiti državi članici iz koje su dobra otpremljena ili iz koje su dobra i/ili usluge isporučeni PDV ili akcize koji bi se mogli primijeniti da dobra i usluge ne zadovoljavaju uslove oslobađanja ili da dobra i/ili usluge nisu korišćeni u navedene svrhe.	
Mjesto, datum	Ime i status potpisnika Potpis

<b>4. PEČAT TIJELA (u slučaju oslobađanja za ličnu upotrebu)</b>					
Nije primjenljivo		Naziv i status potpisnika			
Mjesto, datum		Pečat	Potpis		
<b>5. OPIS DOBARA I/ILI USLUGA ZA KOJE SE TRAŽI OSLOBAĐANJE OD PLAĆANJA POREZA I/ILI AKCIZA</b>					
A. Podaci o dobavljaču/ovlašćenom magacioneru.					
(1) Ime i prezime i adresa:					
(2) Država članica					
(3) Broj PDV-a/akcize ili referentni poreski broj					
B. Podaci o dobrima i/ili uslugama:					
Br.	Detaljan opis dobara i/ili usluga <sup>(3)</sup> (ili upućivanje na priloženi obrazac naloga)	Količina ili broj	Vrijednost bez PDV-a i akciza		Valuta
			Jedinična vrijednost	Ukupna vrijednost	
1					
	XXXXXXXXXXXXXXXXXX				
	XXXXXXXXXXXXXXXXXX				
	XXXXXXXXXXXXXXXXXX				
	XXXXXXXXXXXXXXXXXX				
Ukupni iznos					
<b>6. POTVRDA NADLEŽNIH TIJELA DRŽAVE DOMAĆINA</b>					
Pošiljka/isporuka dobara i/ili usluga opisanih u polju 4 ispunjava:					
<input type="checkbox"/> u potpunosti		<input type="checkbox"/> u količini od		<input type="checkbox"/> (broj) <sup>(4)</sup>	
uslove za oslobađanje od plaćanja PDV-a/akciza			Ime i status potpisnika		
Mjesto, datum		Pečat	Potpis		
<b>7. DOZVOLA ZA IZUZEĆE OD OVJERE PEČATOM IZ POLJA 6 (isključivo u slučaju oslobađanja za službenu upotrebu)</b>					
Dopis br:					
Datum:					
Naziv nadležne institucije:					
Nadležno tijelo u državi domaćinu:					
Izuzeto od obaveze ovjere pečatom iz polja 6					
			Ime i status potpisnika		
Mjesto, datum		Pečat	Potpis		

(\*) Po potrebi obrisati.

(1) Po potrebi obrisati.

(2) Označiti odgovarajuće polje.

(3) Obrisati neiskorišćeni prostor. Ova obaveza se takođe odnosi i na priloženi obrasci naloga.

(4) Dobra i/ili usluge koje ne ispunjavaju uslove treba obrisati iz polja 5 ili priloženog obrasca naloga.



Za  
Teritorijalna uprava Sofija,  
Nacionalna agencija za prihode

### ZAHTJEV ZA POVRAĆAJ PDV-A

Od

.....

(Ime i prezime i pozicija lica)

.....

(Strateške komande/NATO podređene komande ili Oružane snage drugih zemalja koje su potpisnice Sjevernoatlantskog sporazuma)

za povraćaj PDV-a u iznosu od: ..... (BGN)

Elektronska adresa za korespondenciju:

.....

Za kupovinu dobara i usluga tokom perioda

od ..... do .....

Tražim da PDV plaćen za kupovinu dobara i/ili usluga za službenu upotrebu bude nadoknađen.

Prilažem fakture (originale ili ovjerene kopije) za izvršenu kupovinu dobara i opis istih.

Tražim da se iznos uplati na račun:

Bankovni račun

IBAN/OBAN	
BIC	
Vlasnik bankovnog računa	

.....  
(Ime i prezime, pozicija i potpis lica)

Datum .....

---

Ministarstvo odbrane potvrđuje da ovo lice ima pravo na povraćaj PDV-a, u skladu sa Memorandumom o razumijevanju (MOU) između Vlade Republike Bugarske i Vrhovne komande savezničkih snaga u Evropi i vrhovnog savezničkog komandanta za transformaciju u pogledu pružanja podrške države domaćina za realizaciju NATO operacija i vježbi (Službeni list broj 104, od 26. novembra 2004. godine)

.....  
(Ime i prezime i pozicija lica sa ovlašćenjem Ministarstva odbrane)

.....  
(Datum)

.....  
(Potpis)

**ANEKS G**  
**OBRAZAC ZA**  
**NOTU O PRISTUPANJU (NOA) ILI IZJAVU O ZAHTJEVIMA (SOR)**

NOTA O PRISTUPANJU ILI IZJAVA O ZAHTJEVIMA (na CN da odabere NOA ili SOI,  
prema potrebi)

ZA UČEŠĆE U PODRŠCI DRŽAVE DOMAĆINA I  
DRUGIM USPOSTAVLJENIM OBAVEZAMA  
U OKVIRU REPUBLIKE BUGARSKE (HN)  
ZA NATO AKTIVNOSTI OJAČANE BUDNOSTI U BUGARSKOJ

Republika/Kraljevstvo/Vlada/Ministarstvo ..... (CN), koju predstavlja  
.....

Odlučivši da njene Oružane snage učestvuju u NATO aktivnosti ojačane budnosti u Bugarskoj,

Uzimajući u obzir član III, stav 3 Tehničkog sporazuma,

**BIRA DA UČESTVUJE U, I POŠTUJE ODREDBE SADRŽANE U:**

„Tehničkom sporazumu između Ministarstva odbrane Republike Bugarske i Ministarstva odbrane Republike Italije u pogledu NATO aktivnosti ojačane budnosti u Bugarskoj i pružanja podrške države domaćina i drugih obaveza“ koje su stupile na snagu dana ..... na sljedeći način:

Kao država koja pruža doprinos za NATO aktivnost ojačane budnosti u Bugarskoj.

*[Ukoliko je neophodno navesti uslove, u rečenicu se može umetnuti tekst koji slijedi:*

*„Podložno sljedećim uslovima:“, a zatim navesti odgovarajući uslovi]*

Za Ministarstvo odbrane ..... (CN)

Ime i prezime: .....

Čin/pozicija: .....

Datum: .....

Za Ministarstvo odbrane Republike Italije (FN)

Ime i prezime: .....

Čin/pozicija: .....

Datum: .....

Za Ministarstvo odbrane Republike Bugarske (HN)

Ime i prezime: .....

Čin/pozicija: .....

Datum: .....

*NAPOMENA: DIO KOJI SLIJEDI NEOPHODAN JE ISKLJUČIVO UKOLIKO CN DOSTAVLJA SOI SA USLOVIMA. U TOM SLUČAJU, HN I FN ĆE SE SA TIM USLOVIMA SLOŽITI TAKO ŠTO ĆE POTPISATI SOI I ISTU POSLATI CN NAZAD RADI POTVRĐIVANJA.*

Država domaćin će/neće obezbijediti podršku Oružanim snagama Vlade ..... (CN) koje učestvuju u NATO aktivnosti ojačane budnosti u Bugarskoj, u skladu sa odredbama Tehničkog sporazuma i uslovima ..... (CN).

Za Ministarstvo odbrane Republike Bugarske (HN)

Ime i prezime: .....

Čin/pozicija: .....

Datum: .....

Za Ministarstvo odbrane Republike Italije (FN)

Ime i prezime: .....

Čin/pozicija: .....

Datum: .....

**TECHNICAL ARRANGEMENT**

**BETWEEN**

**THE MINISTRY OF DEFENCE  
OF THE REPUBLIC OF BULGARIA**

**AND**

**THE MINISTRY OF DEFENCE  
OF THE ITALIAN REPUBLIC**

**CONCERNING**

**THE NATO ENHANCED VIGILANCE ACTIVITY IN BULGARIA AND  
THE PROVISION OF HOST NATION SUPPORT AND  
OTHER RESPONSIBILITIES**

## INTRODUCTION

The Ministry of Defence of the Republic of Bulgaria and the Ministry of Defence of the Italian Republic, hereinafter are collectively referred to as the Participants;

Acknowledging that the NATO enhanced Vigilance Activities are implemented in accordance with the decision of the NATO Authorities [NED GRP Part1 PO(2022)0085] and the consequent activation by SACEUR of Graduated Response Plans (ACTIVATION ORDER1/22 FOR ALL GRPs), which plan to establish such activities also in Bulgaria, to shield, deter and, if necessary, defend Allies on a 360-degree approach and scale through multi-domain and multi-regional activities, to demonstrate and communicate furthermore unity, force readiness and strategic level military equilibrium to maintain operational coherence across the Theatre of Operation;

Noting that it has been decided that the enhanced Vigilance Activities will comprise multinational forces provided by framework nations and other contributing NATO Allies on a voluntary, sustainable, and rotational basis that can operate in concert with national forces;

Considering that Italy has accepted the responsibilities of Framework Nation within enhanced Vigilance Activity in Bulgaria;

Considering the provisions of the North Atlantic Treaty, dated 4 April 1949;

Considering the applicability of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces dated 19 June 1951, hereinafter referred to as the NATO SOFA;

Considering the provisions of the Memorandum of Understanding between the Government of the Republic of Bulgaria and the Supreme Headquarters Allied Powers Europe and the Headquarters Supreme Allied Commander Transformation regarding the provision of Host Nation Support for the execution of NATO Operations and Exercises concluded on 20 July 2004 hereinafter referred to as the "HNS MOU" and recognizing that the Ministry of Defence of the Italian Republic has acceded to the HNS MOU on 16 June 2015;

Considering the Allied Joint Publication AJP-4.3 Edition A, Allied Joint Doctrine for Host Nation Support, recorded as STANAG 2234 Edition 4;

Considering the NATO Standard Procedures for Mutual Logistic Assistance, recorded as STANAG 2034;

Considering the NATO Provision of Support to Visiting Personnel, Aircraft and Vehicles, recorded as STANAG 3113;

Considering the NATO Standard Procedures for Surface Movements across National Frontiers AMOVP-2(B), recorded as STANAG 2455;

Considering the Technical Arrangement (TA) No A.PRG.CAP672.S concluded under the Programme Arrangement (PA) No A.PRG.CAP672 between –among others – the Ministry of Defence of the Republic of Bulgaria, the Ministry of Defence of the Italian Republic and the European Defence Agency on "CROSS BORDER MOVEMENT PERMISSION PROCEDURES FOR SURFACE MOVEMENT IN EUROPE" (CBMP SURFACE TA); and

Acknowledging that this Technical Arrangement (TA) does not create any rights or obligations under international law, nor does it affect any of the International Agreements involving Republic of Bulgaria and Italian Republic;

Have reached the following understanding:

## **SECTION I**

### **DEFINITIONS AND ABBREVIATIONS**

In this TA, the following definitions and abbreviations apply:

1. Framework Nation (FN) – Ministry of Defence of the Italian Republic.
2. Host Nation (HN) – Republic of Bulgaria through its competent authorities and structures.
3. Contributing Nation (CN) – Those nations acceding to this TA through a Note of Accession or Statement of Intent in accordance with Section III.
4. Forces – The Armed Forces of the HN, the FN, and CNs including their supporting organizations as well as any accompanying civilian component assigned to the NATO enhanced Vigilance Activities in Bulgaria.
5. enhanced Vigilance Activity (eVA) Bulgaria – Meaning the NATO enhanced Vigilance Activity in Bulgaria to include the NATO Battle Group comprised of the FN and CNs. This includes Maritime and Air Forces as may be assigned.
6. Exercises and Training (E/T) - Exercises and training events and other related military cooperation events and activities taking place in Bulgaria in support of eVA Bulgaria.
7. Logistics Support – Specifically defined as food, water, billeting, transportation, petroleum, oils, lubricants, clothing, communication services, medical support, ammunition, base support (and construction incident to base operations support), storage services, use of areas and facilities, training services, spare parts and components, repair and maintenance services, waste disposal, port and airport services, and the temporary use of general purpose vehicles and other non-lethal items of military equipment.
8. Statement of Requirement (SOR) – This form will be used to facilitate and track the specific support requirements of the FN and CN Forces. The SOR will show the understanding between the FN, HN and CNs as signed by their authorized representatives of the Forces concerning the provision and receipt of Host Nation Support (HNS). It will include detailed information on the required and offered support. A copy of the SOR to be used may be found in Allied Joint Publication AJP-4.3 Edition A, Allied Joint Doctrine for Host Nation Support.
9. Host Nation Support (HNS) – The assistance including Logistics Support that will be rendered by the HN to the FN and CNs that are located on, operating in or transiting through the HN's territory.

10. Note of Accession (NOA) – A document indicating the intent of a CN to participate in, and respect, the provisions of this TA for eVA Bulgaria (An NOA template is attached at Annex G).
11. Statement of Intent (SOI) – A document indicating a CN's intent to participate in, and respect, the provisions of this TA but subject to certain specific reservations (An SOI template is attached at Annex G).
12. Equal Value Exchange - Payment for the transfer of Logistics Support in which it is concurred that the receiving Participant will replace Logistics Support that it receives with Logistics Support of an equal monetary value.
13. Force Protection – All measures and means to minimize the vulnerability of personnel, facilities, equipment and operations to any threat and in all situations, to preserve freedom of action and the operational effectiveness of the force (NATO Glossaries AAP-06: AAP-15).

## **SECTION II** **PURPOSE**

The purpose of this TA is to set out the general principles governing the establishment of the eVA Bulgaria and the provision of HNS and other responsibilities in the territory of the Republic of Bulgaria to the FN and CNs. The TA and its Annexes also detail the provision and payment for HNS provided by the HN in accordance with the requirements as defined in any applicable SORs. It is understood that the general provisions as set out in this TA may be applied in the event the HN, FN or CNs request assistance including Logistics Support from the FN and/or CNs.

## **SECTION III** **APPLICABILITY**

1. This TA is applicable to the activities regarding the planning and execution of eVA Bulgaria, as well as to the HNS provided to the FN and CNs participating in the eVA Bulgaria.
2. Unless otherwise stated in this TA, the provisions for HNS described herein will apply from the entry of the initial components of the FN and CNs. This support will continue until the last components of the FN and CNs depart from the territory of the HN. This support will apply to multiple entries and departures of the FN and CNs in accordance with the eVA Bulgaria plans.
3. The FN in consultation with the HN will invite CNs to accept the provisions of this TA by signing an NOA or SOI (See Annex G). An NOA will be signed by the CN authorized representative and countersigned by authorized representative of the FN and the Minister of defence of the HN or by authorized representative by him. The NOA will enter into effect upon the later date of the HN and FN signature. An SOI will be signed by the CN authorized representative and submitted to the HN and FN representative for review and confirmation that the reservation(s) are acceptable. If the



reservation(s) are acceptable, the HN and FN authorized representative will countersign the SOI. The SOI will enter into effect upon the later date of the HN and FN signature.

4. The CNs will send the NOA or SOI to the following HN and FN representatives:
  - a. HN Representative: Logistics Directorate, Ministry of Defence of the Republic of Bulgaria;
  - b. FN Representative: J4 Division, Italian Joint Operations Headquarters (IT-JOHQ).

#### **SECTION IV** **CONCEPT OF eVA OPERATION**

Strategic Guidance concerning the Command and Control structure, Mission, Military Strategic Objectives and Effects and other details relating to eVA operation may be found in Political Advice on eVA for NATO's Concept for Deterrence and Defence of the Euro-Atlantic Area, 9 April 2020, and in Strategic Coordination Order for AOR Management and Peacetime Vigilance 2022, 18 October 2021 (and Corrigendum 1 to addendum 1 dated 08 December 2021).

#### **SECTION V** **LEGAL CONSIDERATION**

1. During their presence in the territory of the HN, members of the FN and CNs will, in accordance with Article II of the NATO SOFA, respect the laws of the HN. The HN will provide legal liaison support to the FN and CNs during the eVA Bulgaria as necessary or as requested by the FN and CNs.
2. The provisions of this TA are not intended to conflict with the laws in force in the territory of the States of the FN, HN or CNs or international agreements applicable to the FN, HN or CNs. The provisions of the laws in force in the territories of the FN, HN or CNs or the international agreements applicable to the FN, HN or CNs will take precedence if any provisions of this TA appear to be in conflict with the aforementioned laws. The FN, HN and CNs will notify each other immediately in the event of any such conflict.

#### **SECTION VI** **COMMAND AND CONTROL**

1. The FN and CN Forces assigned to the eVA Bulgaria will remain under the Full Command of their respective sending nations.
2. The eVA Bulgaria HQ will undertake the appropriate level of control of the assigned units provided by the FN and CNs, which is subject of national decision during the Transfer of Authority (ToA) process.
3. Command and control of the eVA Bulgaria within the NATO force posture will be further defined by appropriate strategic documents.

**SECTION VII**  
**TAX, FEE AND DUTY RELIEF**

1. The FN and CN will be exempt from taxes, duties, state tolls, fees, and all similar charges in accordance with Article X and Article XI of the NATO SOFA and HNS MoU.
2. The FN and all CNs cargo entering HN territory will be specified using the NATO Form 302 in accordance with Annex A of STANAG 2455. The FN and CNs will appoint one or more POC authorized to sign and stamp NATO Form 302.
3. Detailed description of tax relief procedures is included in Annex F.

**SECTION VIII**  
**FINANCIAL PROVISIONS**

1. The procedures established in this TA relate specifically to the provision of HNS to be used solely for or to replace items consumed or exhausted as a consequence of and during eVA Bulgaria.
2. Any planned procedural or operational changes contemplated by the FN, HN or CNs that has financial implications on activities conducted under this TA will be brought to the affected nation's attention in writing and in advance of their implementation. The FN, HN and CNs will consult prior to the implementation of any proposed procedural or operational changes with a view to minimizing their financial and operational impact on the activities to be carried out under this TA.
3. The FN, HN and CNs will be responsible for funding costs it incurs in its own interest, related to the support of this TA. Any provisions from the HN have been listed in this TA and attached annexes. Where certain expenses are determined to be attributable to more than one nation, such expenses will be identified as shared costs and may by mutual determination of the nations involved, be shared in accordance with a fair and equitable formula. In principle, costs will be shared on a per capita basis, based on a proportional ratio of all users or actual consumption basis, based on detailed supporting documentation signed by the receiving nation.
4. All payments and transactions with the HN will be conducted in HN currency.
5. Transaction fees associated with any payment or bank transfer will be borne by the paying participant.
6. The FN and CN will reimburse the HN for all mutually accepted supplies and services rendered by the HN except those supplies and services that are provided at no cost or on loan. Similarly, should the FN or CNs provide supplies and services to another eVA Bulgaria nation, the receiving nation will reimburse the supplying nation unless those supplies are provided at no cost or on loan. In general, settlement of expenditures between nations will be made in accordance with STANAG 2034 (NATO Standard Procedures for Mutual Logistics Assistance) unless otherwise stated in the applicable

SOR. Compensation may also be in the form of an Equal Value Exchange transaction if possible in accordance with the HN legislation.

7. Any equipment loaned to the FN, HN or CNs will be returned in accordance with the providing nation's instructions. Loaned items that are damaged will be reported to the providing nation immediately. Reimbursement for repair or replacement will be negotiated in accordance with STANAG 2034. Such reimbursement will not include ordinary wear, tear and depreciation associated with normal and diligent use of the loaned item.
8. Payment will be based on invoices, issued according to SORs, and signed by the authorized representatives of the HN, FN and CNs as applicable. Invoices will be accompanied by supporting documentation and will itemize the various supplies and services being billed and the charges for each. Payment will be made within 60 days after receipt of an invoice in accordance with the bank transfer information added to each invoice.
9. Each nation will identify a Point of Contact that invoices will be submitted to for payment.
10. To facilitate the preceding, the eVA Bulgaria will form a Financial Management Group (FMG) to be co-chaired by the FN and HN Senior Financial Representatives. CNs will be invited to participate in the FMG as members and additional members from other functional areas such as Logistics, Medical, Engineering and others may be invited to attend on an as required basis. The FMG will be established to manage the eVA Bulgaria financial matters and will meet on a regular basis to address such issues as cost sharing arrangements, invoicing procedures, reconciliation of invoices, cost determination and other financial matters as may be put forth by FMG's membership.

## **SECTION IX** **RESPONSIBILITIES**

1. The HN will:
  - a. Provide logistics support, facilities and services as outlined in the TA, its Annexes and as detailed in the SORs, in accordance with the provisions of the financial section of this document.
  - b. Reimburse the FN and CNs for logistics support received in accordance with the provisions of this TA and the SORs when applicable.
  - c. Retain control over its own HNS resources, unless control of such resources is released.
  - d. Present the relevant laws and regulations to the FN and CNs Forces at the commencement of each eVA Bulgaria activity as necessary.
2. The FN will:
  - a. Reimburse the HN and CNs for logistics support received in accordance with the provisions of this TA and the SORs when applicable.

- b. Consolidate new or changing HNS requirements and submit them to the HN.
  - c. Comply with the HN traffic regulations.
  - d. Use any items loaned to the FN with care and return them to the HN/CNs prior to departure in the same condition in which they were received, except for wear and tear encountered during normal use.
  - e. Respect, upon entry in the HN territory, the HN's laws, rules and regulations.
3. CNs will:
- a. Reimburse the HN, CNs and FN for logistics support received in accordance with the provisions of this TA and the SORs when applicable.
  - b. Identify new or changing HNS requirements through a signed SOR.
  - c. Comply with the HN traffic regulations.
  - d. Use any items loaned to the CNs with care and return them to the HN/FN prior to departure in the same condition in which they were received, except for wear and tear encountered during normal use.
  - e. Respect, upon entry in the HN territory, the HN's laws, rules and regulations.
4. Details of the required HNS will be identified in the appropriate SOR.
5. An SOR will be mutually determined and signed between the authorized representatives of the FN and HN and, when applicable, between the HN and CNs but such SORs between the HN and CNs will be previously coordinated with the FN to ensure there is no duplication of effort.

## **SECTION X**

### **REQUIREMENTS IDENTIFICATION PROCEDURES**

If deemed necessary, the FN will establish a Requirement Review Board (RRB) that will coordinate the Statement of Requirements for the eVA Bulgaria. The RRB will vet the FN and CNs requirements, and, in consultation with the HN, determine how the requirements will be fulfilled.

## **SECTION XI**

### **SAFETY AND RELATED STANDARDS**

1. The nations will use applicable NATO standards as their minimum guideline:
- MC 469 "NATO Military Principles and Policies for Environmental Protection";
  - STANAG 7141 "Joint NATO Doctrine for Environmental Protection during NATO led military activities" (AJEPP - 4);
  - STANAG 2582 "Best environmental protection practices for military Compounds in NATO Operations" (AJEPP-2);

- STANAG 2583 “Environmental Management System in NATO Operations” (AJEPP-3);
  - STANAG 6500 “NATO Environmental file during NATO-led activities” (AJEPP-6);
  - STANAG 2594 “Best environmental protection practices for sustainability of military training areas” (AJEPP-7).
2. The HN will take all necessary measures to safeguard the safety and occupational health of the FN and CNs Forces within the HN. HN, FN and CNs will cooperate closely with each other with respect to safety and occupational health.
  3. The HN will provide environmental and occupational health advice and inspections, and relevant reports upon request of the FN or CNs.
  4. The HN will provide preventive and environmental health and pest control services on the same conditions as such services are provided to similar HN facilities.

## **SECTION XII**

### **FORCE PROTECTION**

1. While the HN will have the primary responsibility for force protection, it is a joint and combined responsibility of all nations. The HN, FN and CNs will take necessary force protection measures for the adequate safety, security and protection of the FN and CNs Forces and their property/equipment within the premises they occupy for the execution of the eVA Bulgaria. This includes but is not limited to security of staging areas, facilities, and any premises, made available to the FN and CNs Forces. Force protection within the military capability of HN is free of charge.
2. The HN, FN and CNs will cooperate closely with each other with respect to force protection and the security of the FN/CNs Forces and their property/equipment, according to the principle of “protect to enable”.
3. In accordance with Annex E, the HN, FN and CNs will establish joint and combined policing and force protection practices in order to protect eVA Bulgaria.

## **SECTION XIII**

### **ENVIRONMENTAL PROTECTION**

The FN and CNs will comply with the HN laws and regulations concerning environmental protection according to Annex C. Upon the arrival of eVA Bulgaria, the HN will present the relevant laws and regulations to the FN and CNs Forces in the English language.

## **SECTION XIV**

### **SECURITY OF INFORMATION**

1. Only NATO classified information can be exchanged between the FN, HN and CNs in accordance with the provisions of this Section.

2. All NATO classified information exchanged or generated in connection with this TA will be used, transmitted, stored, handled, safeguarded and disposed of as detailed in the document C-M(2002)49-REV1, Security within the North Atlantic Treaty Organization, 20 November 2020 and subsequent amendments.
3. NATO classified information will be transferred only through Government-to-Government channels or through channels approved by the Designated Security Authorities of the FN, HN and CNs. Such information will bear the level of classification. Where appropriate, the information will also indicate the country of origin.
4. The FN, HN and CNs will take all lawful steps available to it to ensure that information provided or generated pursuant to this TA is protected from further disclosure without the originating nation's consent to such disclosure. Accordingly, the FN, HN and CNs will ensure that:
  - a. The recipients will not release NATO classified information to any non-NATO member nations without the prior written consent of the originating nation;
  - b. The recipients will not use the NATO classified information for other than the purposes provided for in this TA; and
  - c. The recipient will comply with any distribution and access restrictions on information that is provided under this TA.
5. In order to ensure the protection of personal data exchanged for carrying out the activities under this TA, the FN, HN and CNs undertake not to transfer such data to third parties or otherwise process them in a manner that is incompatible with the agreed purposes without the prior written consent of the others.
6. The FN, HN and CNs will investigate all cases in which it is known, or where there are grounds for suspecting, that NATO classified information provided or generated pursuant to this TA has been lost or disclosed to unauthorized persons. The FN, HN and CNs will also promptly and fully inform the others of the details of any such occurrences, and of the final results of the investigation and of the action taken to preclude recurrences. Security investigations will be conducted in accordance with the NATO SOFA, NATO procedures, respective HN, FN and CN national laws and policies.
7. The responsibilities of the FN, HN and CNs regarding the use, safeguarding and disclosure of information exchanged or transferred under this TA will continue to remain in effect after this TA is terminated.

**SECTION XV**  
**DISCIPLINE AND JURISDICTION**

1. The provisions with respect to criminal and disciplinary jurisdictions of the HN, FN, and CNs are set out in Article VII of the NATO SOFA.
2. If any personnel of the FN or CNs are taken into custody by HN authorities, the respective FN or CNs will be informed immediately.
3. The HN, FN and CNs will cooperate closely with each other with respect to the exercise of their respective criminal and disciplinary jurisdictions.
4. For the purposes of determining whether an alleged criminal or disciplinary offence has arisen out of any act or omission done in the performance of official duty by a member of the Forces, pursuant to Article VII of the NATO SOFA, paragraph 3(a)(ii), certification by the appropriate military authority of the FN or CN, as applicable, that such act or omission was done in the performance of official duty will constitute determination of the fact.

**SECTION XVI**  
**CLAIMS**

1. Any claims will be resolved in accordance with Article VIII of the NATO SOFA.
2. In the case of an accident/incident resulting in damage and/or injury, the FN or CNs as appropriate will inform the HN as soon as practicable and before the departure of the FN or CNs Forces. The HN, FN and CNs will work closely with each other regarding the claims process.
3. For the purposes of determining whether potential civil liability has arisen out of any act or omission done in the performance of official duty by a member of the Forces certification by the appropriate military authority of the HN, FN or CN, as applicable, that such act or omission was done in the performance of official duty will constitute a determination of the fact.
4. Any other claims and liability not regulated by the NATO SOFA or by this TA or damages caused to third parties during or in connection with activities foreseen under this TA will be regulated solely by direct consultation between the participants involved.

**SECTION XVII**  
**UNIFORM, WEAPONS AND ENTRY INTO HN TERRITORY**

1. Pursuant to Article V of the NATO SOFA, while performing their official duties and activities on the HN's territory, the FN and CNs will wear their national military

uniforms and badges (for civilian personnel, decent clothes are recommended). Civilian attire may be worn for official duties and activities when authorized by the eVA Bulgaria Commander.

2. Pursuant to Article VI of the NATO SOFA, the FN and CNs Forces may carry their associated weapons and ammunition on the condition that they are authorized to do so by their orders. In the fulfilment of their duties, FN and CNs Forces will use weapons in accordance with their orders.
3. FN and CNs personnel will enter and leave the territory of the HN with possession of a valid military Identity Card and NATO Travel Order or official passport in accordance with Article III of the NATO SOFA. Information included in the travel orders will be in accordance with NATO travel order standards.
4. FN and CNs will provide the HN the personnel manning list 10 days prior to arrival. This list will include name, rank and military Identity Card serial number and will be submitted to the HN National Movement Coordination Centre. A list of significant military equipment, such as weapons, ammunition, vehicles and communications equipment, will be submitted to the HN National Movement Coordination Centre for permit coordination 10 days prior to the arrival of the FN and CNs materiel in the HN.
5. Entry into and exit from the HN airspace of any FN and CNs aircraft will be subject to the applicable international and national HN procedures.
6. In order to facilitate the approval process for surface military movements, including road, railroad and inland waterways movements, cross border movement permission requests will be processed in accordance with procedures described within the Technical Arrangement No A.PRG.CAP672.S "Cross Border Movement Permission Procedures for Surface Movement 'in Europe'" (CBMP SURFACE TA) and applicable HN legislation.
7. Classified, Crypto and official documents and materials under official seal will be imported in the HN in accordance with point 3 of Article XI of NATO SOFA and the applicable international agreements and HN legislation.

## **SECTION XVIII**

### **INVESTIGATION PROCEDURES FOR ACCIDENTS AND INCIDENTS**

1. Investigating and reporting of accidents/incidents will be performed in accordance with the HN legislation and applicable international treaties in force for the HN, FN and CNs. The Participants will fully cooperate in securing the area of the accident/incidents site and in the course of investigation.
2. The nations involved in accident or incident will be entitled to have an observer present at any inquiry whenever it is allowed under applicable HN procedures. The FN or CNs will bear all expenses incurred by its participation in an inquiry.
3. The HN investigating authority will provide the military authorities of the HN, FN or CNs with a copy of any final accident or incident report involving their Forces whenever it is allowed under applicable HN procedures.



**SECTION XIX**  
**HANDLING THE DEATH OF A FRAMEWORK/CONTRIBUTING NATION**  
**MEMBER**

The death of a member of the FN or CNs on the territory of the HN will be reported to the relevant HN and FN or CN authority. The death will be certified by a HN medical authority in accordance with the laws and regulations in force in the HN and in coordination with the Nation of the deceased member. Additional details will be found at Annex B.

**SECTION XX**  
**MEDICAL AND DENTAL CARE**

1. HN military services will provide medical support and dental care within its capabilities and in accordance with applicable HN rules and procedures. Medical support and dental care will be provided in accordance with Annex B.
2. Medical and dental (if available) care provided by HN Role 1 as well as medical evacuation with military transport will be free of charge.
3. FN and CNs personnel will have access to necessary medical and dental treatment from Medical and Dental Service of the HN under the same conditions as comparable personnel of HN in accordance with Article IX of NATO SOFA, unless otherwise mutually decided by FN, HN and CNs.
4. Any medical costs including these associated with evacuation by civil medical transportation, hospitalization at medical treatment facilities (military or civilian) will be covered individually, through insurance, or by FN and CNs as per its national procedures and in prior coordination with the medical facility providing the care.
5. The FN and CNs will ensure their personnel have met their respective national medical and dental standards before deployment as well as compulsory medical requirements of the HN for entering on its territory. This includes preventive vaccination as appropriate and fitness to work given by own health authority.
6. The FN and CNs personnel will comply with the applicable HN rules and procedures concerning public health measures related to COVID-19, infectious diseases and other diseases.

**SECTION XXI**  
**PUBLIC RELATIONS**

1. The FN will provide representatives of Public Affairs (PA), as required, establishing PA capability within the eVA Bulgaria HQ and in accordance with applicable HN rules and procedures.
2. The PAO Cell/STRATCOM Division/Branch of the eVA Bulgaria will be made up of staff military of the HNs and CNs.

3. The FN will make available, where requested, an eVA Bulgaria spokesperson.
4. The FN will make available, where requested a Chief PAO, who is the principal Commander's advisor on PA matters.
5. All supporting PA activities should be organized under the Chief PAO.
6. The activities of the eVA Bulgaria spokesperson will be coordinated with the NATO Press Office.
7. The activities of the eVA Bulgaria PA will be coordinated with the HN and CN as required.

**SECTION XXII**  
**DIVERGENCES IN INTERPRETATION OR APPLICATION**

Any divergence regarding the interpretation or application of this TA will be resolved only by consultation between the Participants at the lowest appropriate level and will not be referred to a national or international tribunal, or any other third party for resolution.

**SECTION XXIII**  
**AMENDMENTS AND SUPPLEMENTS**

This TA may be amended or supplemented at any time with the mutual written consent of the Participants and will become effective upon the date of the later signature.

**SECTION XXIV**  
**DURATION, WITHDRAWAL AND TERMINATION**

1. This TA and its associated Annexes will come into effect upon the date of the later signature. It will remain in effect unless terminated by either Participant giving 30 days prior notice, in writing, to the other Participant.
2. The CN may withdraw from this TA by giving 30 days prior notice, in writing, to the HN and FN.
3. In the case that this TA is terminated or a CN withdraws, the relevant provisions will continue to be applied in respect of any matters not resolved at the time of termination or withdrawal. Financial costs incurred as a result of a unilateral termination or withdrawal will be presented to the other Participant or withdrawing CN for reimbursement as applicable in accordance with STANAG 2034 and as reflected in Annex A to this TA no later than three months from the date the costs were incurred following the termination or withdrawal notification.
4. This TA is signed in two originals in the English language, one for each Participant.

For the Ministry of Defence of the Republic of Bulgaria,



  
\_\_\_\_\_  
NAME

Stoyko Prokopiou

RANK

Major General

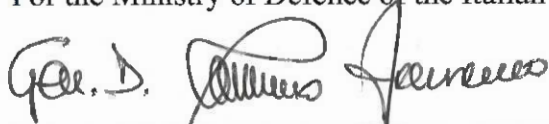
POSITION

Director of the Defence Staff

Date:

04. Oct 2022

For the Ministry of Defence of the Italian Republic,

  
\_\_\_\_\_  
NAME

Francesca Bruno

RANK

Major General

POSITION

IT-JOHN DCOS SUPPORT

Date:

06<sup>th</sup> AUGUST 2022

**ANNEX A**  
**SUPPLIES AND SERVICES TO BE PROVIDED BY THE HOST NATION**

HN Support may be rendered on a reimbursable basis, to include direct financial reimbursement and/or equal value exchange if in accordance with applicable national procedures and may include provision at no cost.

1. **HN Support Free of Charge.** The HN will provide the following support free of charge as required, on an availability basis (further detailed in subsequent SORs) during the phases of build-up and setting up of the Forces, the employment of the Forces and redeployment of the Forces:
  - a. All suitable identified military facilities and areas offered in support of eVA Bulgaria. All facilities and areas will be handed over to the FN and CNs in safe and clear condition. These facilities will be returned to the HN in the same condition as they have been handed over except for normal wear and tear or, in case of improvements, in improved condition. The facilities will include, but are not limited to, flag poles to display the appropriate national flags of FN and CNs, appropriate quantity of furnishing as defined in the SOR and adequate electrical services in support of eVA Bulgaria.
  - b. Access to electricity, water, sewage, and other available utilities.
  - c. External and infrastructural security associated with facilities used for eVA Bulgaria's purpose, including force protection within military capabilities.
  - d. Support provided by HN military personnel and military owned equipment (except incremental costs).
  - e. Weapon and ammunition storage facilities (specific national requirements to be included in SORs).
  - f. Military telephone lines (specific national requirements to be included in SORs).
  - g. Fire protection for facilities and personnel.
  - h. Any medical and/or dental services provided in accordance with Section XX and Annex B.
  - i. Geographical maps, in printed and/or digital format.
  - j. Contracting assistance by HN military personnel.
  - k. Access to and use of training areas and firing ranges.
  - l. Access to military APODs, SPODs and RPODs free of harbour/airport/railway fees not directly associated with services requested, provided and received.

- m. Preventive and veterinarian medicine services (abatement and control measures directed against insects, rodents, weed, fungi and other animals or plants) in case of epidemiological/seasonal risk.
2. **Reimbursable HN Support.** Upon request, without prejudice to the services provided free of charge, the HN will assist with the provision of the following support, as required and when available, on a reimbursable basis (chargeable at the same rates chargeable to the HN military forces), while not acting as a third-party contractor:
- a. Incremental costs for military accommodation for the FN and CNs Forces at the same rates charged to HN personnel.
  - b. Available materials and equipment necessary for the installation of the temporary facilities.
  - c. Messing at military facilities at the same rates chargeable to HN military personnel
  - d. Installation of NATO/FN/CNs CIS and administrative equipment.
  - e. Available telephone and other communications services, shared by HN to FN and/or CNs.
  - f. Usage of electricity, water, sewage and other utilities available and shared by HN to FN and/or CNs.
  - g. Waste removal excluding medical waste disposal, if such services are available under HN contract.
  - h. POL if HN can make available for FN/CNs under existing HN contracts.
  - i. Ground transportation, subject to reimbursement (incremental costs only) if such services are available and shared by HN to FN and/or CNs.
  - j. Recovery services by military means.
  - k. Engineer stores and construction materials if they are available.
  - l. Targets and incremental services at training areas and firing ranges as requested.
3. Upon request, the HN may assist the FN and CNs with contracting services that are beyond the capabilities of the HN depicted in paragraphs 1 and 2 above of this Annex, by providing source lists or points of contact as well as translation services to allow the FN and CNs authorized personnel to issue contracts in accordance with the respective FN and CNs governing laws, regulations, and rules. The financial costs of such contracts remain a responsibility of the nation entering into the contract if it is for that nation's sole use. If a nation prepares a contract for the use of other nations, a fair and equitable cost sharing arrangement will be developed.
4. The HN will not incur any financial responsibilities on behalf of the FN and CNs, unless specifically requested to do so in advance by an authorized representative, and unless responsibility for payment of the expenses is accepted by the HN.

5. Should the FN or CNs resign from jointly decided supplies and services after the HN has expended funds or committed funds that are irrevocable and accepted in an SOR, the FN and CN, as applicable, will be responsible to reimburse the HN for these costs.
6. Any FN and CNs request for additional logistics support not otherwise detailed in this TA, including its annexes, will be submitted to the HN through an SOR for the HN's determination if the support may be provided. If provided, the FN and/or the applicable CN(s) will reimburse the HN as appropriate.
7. In the event the FN or a CN erects a new structure or repairs existing infrastructure, the written arrangements for that will include applicable HN rules and procedures for, construction financing, ownership and other details to be mutually approved by the relevant nations in advance.
8. To facilitate calculation of reimbursable HNS, the HN, in coordination with the FMG, may provide a list of HNS expenditures.
9. Support provided to the FN and CNs by third parties will be subject to separate arrangements between the parties concerned.

**ANNEX B**  
**MEDICAL SUPPORT**

1. The HN military medical service will provide medical support within its resources and will coordinate additional medical support with civilian agencies, as required for the FN and CNs according to the principles reflected in this Annex and in any applicable SOR.
2. Medical Evacuation: In the E/T areas, the FN and CNs will provide suitable ambulance and qualified medical assets in order to provide medical transportation and medical evacuation from the E/T area to an ambulance transfer point; to a HN civilian ambulance or to the most appropriate local hospital or Medical Treatment Facility (MTF). In the event that a CN cannot provide this capability, the HN, FN and/or another CN will provide this capability to the CN at no cost. Additionally, on occasion, the HN may be required to provide this capability as previously concurred to by HN and FN, and CN SMAs. All medical evacuations toward surgery capable MTFs within theatre, will be performed according to planning timelines and no later than 2 hours after wounding/injury.
3. Strategic medical evacuation will be a national responsibility. The transportation from the MTF facility to the airport for the Strategic medical evacuation will be made with the suitable ambulance of the HN upon request
4. HN civilian air or ground ambulance service will be made available if/as required on a cost recovery basis. Such requirements will be coordinated between HN and FN or CNs SMAs.
5. Medical: Basic medical treatment (Role 1): FN and CNs are to staff, equip, maintain and operate a Role 1 medical capability. This medical capability will provide emergency medical support and basic medical support (no specialized treatment) to their respective national personnel, as well as emergency support to participants in activities, as required. Role 1 medical services include daily sick call, immediate lifesaving measures to life, disease and non-battle injury prevention and limited patient ground evacuation. In the event that a CN cannot provide this capability, the HN, FN and/or another CN will provide this capability to the CN at no cost. There is no surgical capability, patient holding, laboratory or X-ray capabilities. Additionally, on occasion, the HN may be required to provide this capability on an interim basis as previously concurred to by HN and FN or CNs SMAs.
6. The HN will, upon coordination with FN and CNs SMAs, assist access to military or civilian Role 2 and Role 3 medical support situated close to E/T areas.
7. HN will provide Role 2 and Role 3 medical support and dental care to the FN and CNs, under the same conditions and to the same standards as would be provided to HN personnel.
8. The HN, FN and CNs will provide a medical liaison officer to facilitate liaison with medical points (medical facilities in the E/T area) and hospitals in order to ensure that non-HN personnel will receive proper medical and dental assistance.
9. Medical information will be shared with other treating health professionals only in accordance with applicable EU and national personal data legislation.

10. Medical liaison officers will, as a minimum, belong to a military health services or a medical organization of their respective nation.
11. Role 4 medical support is a national responsibility.
12. The HN will provide medical waste disposal services to the FN and CNs at no cost or on reimbursable base if provided by an external service provider.
13. The FN and CNs authorities accept all HN medical standards of treatment and medical facilities (clinics) conditions for their personnel.
14. In the event of the death of a FN or CNs member during E/T, the death will be reported immediately to authorities of both the HN and FN or CNs. The HN will coordinate temporary mortuary services, to include use of a morgue, for deceased FN or CNs personnel.
15. In the event that an autopsy is requested by the FN or CNs or by the HN authorities for a deceased FN or CNs member, doctors representing the HN will perform the autopsy, and the FN and CNs will be entitled to have an observer present during the autopsy if in accordance with the applicable HN legislation. Upon request, the HN will provide a copy of the final autopsy report to the relevant authorities of the FN or CNs if in accordance with the applicable HN legislation.
16. Costs associated with transport (including the cost for repatriating the remains), autopsy, and mortuary services in the event of the death of FN or CNs personnel will be paid by the respective FN or CNs.
17. Payment for medical services other than those services provided free of charge under Section XX of this TA provided to the FN and CNs personnel will be done by the FN and CNs for their respective personnel or by the individual with prior coordination with the medical facility providing the services.
18. The HN, FN and CNs will maintain and ensure that records reflecting the application of this Annex are kept.
19. Upon request, the HN will provide medical assistance to the extent permitted by HN law to support the FN and CNs in their legal processes including, but not limited to, police investigations, disciplinary investigations and other service investigations.



**ANNEX C**  
**ENVIRONMENTAL PROTECTION**

1. The HN, FN and CNs will pursue a collective, preventive approach to environmental protection. To prevent lasting impact on the environment or endangerment of human health and safety, potential environmental risks will be mitigated through the advice provided by the Environmental Protection Officers appointed by the commanders of HN and FN Forces.
2. All nations will be guided by NATO environmental policies and doctrine for interoperability. The HN upon request will provide the FN and CNs with common guidance on environmental protection in the English language. The FN and CNs will undertake reasonable and informed measures to protect the HN environment. The FN and CNs will comply with local environmental laws, regulations, standards and policies, as generally and uniformly applied and enforced within the HN. The FN and CNs will respect their own environmental laws, regulations, standards and policies when these are more stringent than, but do not contradict, similar HN instruments. In the absence of environmental laws, regulations, standards and policies, all nations will consult on environmental protection measures during the planning process.
3. All nations will apply the waste hierarchy principle to reduce the generation of waste and to prevent pollution. The FN will develop and periodically review a waste management plan in consultation with the HN and CNs. On an availability basis, the HN will provide for the segregation, storage, collection, transport, recycling, and final disposal of all wastes, including urban and special wastes, included hazardous wastes, and wastewater in conformity with HN environmental regulations. The HN will provide suitable containers/bags for hazardous and non-hazardous wastes in all training/operating areas as required.
4. The FN and CNs will create, maintain, and keep custodianship of an environmental file for the locations made available for their use. Based on the type and duration of activities, nations will conduct Environmental Impact Assessments (EIA), Environmental Baseline and Close-out Studies (EBS/ECS), and Environmental Condition Reports (ECR) on these locations. The HN will, in a timely manner, provide any existing information that will serve to identify, describe, or characterize baseline environmental conditions at these locations. Nations conducting EIA, EBS/ECS, and ECR will share the results with the other eVA Bulgaria nations.
5. The FN and CNs will organize, as necessary, environmental data collection and sampling of the environmental matrix (water, soil, air) before, during and after all activities at the training/operating locations to enable an evidence-based approach to EIA, EBS/ECS, and ECR. The HN will support environmental data collection and sampling, on request, within its available resources and based on previous planning and HN regulation.
6. In the event of an environmental incident (e.g. a spill of Petroleum, Oil, or Lubricant), the nation responsible for the incident will immediately report it to its respective chain of command and to the HN. Any follow-on action and cost recovery will be coordinated as appropriate between the concerned parties and in accordance with the applicable HN rules and procedures.

7. All transport of hazardous materials will comply with HN laws, regulations, and applicable international agreements on transport and disposal of materials. As may be necessary for the environmental management of hazardous wastes, FN and CNs will provide all information required for the transboundary movement of hazardous wastes stipulated by the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and HN standards, requirements, and policies that implement the Basel Convention in the HN.

**ANNEX D**  
**COMMUNICATIONS AND INFORMATION SYSTEMS (CIS)**

1. The FN and CNs may operate radio communications equipment on frequencies as arranged between the HN and the FN and CNs in accordance with the laws and regulations of the HN. HN military radio frequencies allocated to the FN and CNs during E/T will be free of charge.
2. A frequency request should be prepared in accordance with NATO standard. At least one month before arrival or use of any kind of radio equipment in HN territory all frequency requests should be sent by the FN and CNs to the HN Frequency management branch (NARFA) and single HN POC – [v.staykov@mod.bg](mailto:v.staykov@mod.bg) and [n.todorov@mod.bg](mailto:n.todorov@mod.bg) for allocation and approval.
3. The FN and CNs may use existing military telephone and network connections inside facilities free of charge if such military telephone and network connections are identified in the SOR.
4. Any international telephone, fax, or internet commercial lines will be completed under an additional contract between the FN and CNs and civilian companies (the FN and CNs are responsible to pay).
5. The FN and CNs may install and operate equipment, including within their secure facilities, in support of their military and national Command, Control, Communications, Computer, Intelligence, Surveillance and Reconnaissance (C4ISR) network. The installation and operation may be subject to authorization in accordance with the HN laws and regulation.
6. The HN, the FN and CNs will take every reasonable effort to prevent and eliminate harmful interference with any authorized telecommunications systems and services.
7. The FN and CNs may import, construct, use and maintain, and export, systems and facilities designed for communications and electronics at the predetermined facilities for the use of FN and CNs.
8. The FN and CNs may deploy and operate tactical Intelligence, Surveillance, Target Acquisition and Reconnaissance (ISTAR) systems required to conduct tactical ground operations in support of E/T and HN defence plans in accordance with the applicable HN rules and regulations. Such capabilities will be declared to the HN and may be integrated with HN ISTAR plans.
9. The FN and CNs are authorized to use codes, cryptographic systems and other means of communications security on all FN and CNs communications systems.
10. The HN will allocate facilities and areas to FN and CNs that they will subsequently designate as FN or CNs'-only restricted areas and may include C4ISR and ISTAR systems.
11. Communications facilities operated by the FN and CNs may be subject to HN inspection in order to verify the conformity with approved authorization for functioning. HN inspection will not apply to cryptographic systems and other means of national

communications security or facilities which may be designated as FN or CNs only restricted areas.

12. The FN and CNs may be granted access to the information systems provided by the HN as arranged between the HN, the FN and CNs in accordance with the laws and regulations of the HN.

**ANNEX E**  
**JOINT AND COMBINED FORCE PROTECTION AND MILITARY POLICING**

**General**

1. Force protection is primarily a HN responsibility. Policing the Forces is primarily a national responsibility. However, it is recognized that it is a common interest of all eVA Bulgaria member nations to cooperate closely in force protection and policing matters.
2. In order to give efficient effect to the NATO SOFA, the HN, the FN and CNs will closely cooperate with force protection and policing functions (including investigations of criminal, disciplinary and other incidents).

**Force Protection**

3. The HN will have responsibility to provide force protection to eVA Bulgaria. The FN and CNs military personnel, as authorized by the appropriate national authorities, may augment force protection in accordance with their national guidelines, however they will always act jointly with HN personnel.
4. Prior to FN or CNs participating in force protection tasks, appropriate use of force orders, including appropriate Rules of Engagement/Caveats will be issued by the respective nation, reflecting the HN requirements.

**Policing the Force**

5. While respecting the jurisdictions set out in the NATO SOFA and as part of eVA Bulgaria, the HN will establish a Military Police Co-ordination Centre (MPCC). The HN, FN and CNs will manage the activities of the MPCC including the procedures, practices and processes as described in paragraph 8 below.
6. The HN, FN and CNs will contribute military police members to the MPCC.
7. The purpose of the MPCC is to assist the HN police in law enforcement on military establishments and to coordinate FN and CNs measures to ensure the maintenance of order and security on any military or other premises they occupy. The MPCC will provide a common point of contact and coordinate initial and, as required, national response to any inquiry, incident or circumstance requiring police services with respect to eVA Bulgaria.
8. The HN, in consultation with the FN and CNs will develop operating procedures, practices and processes for the MPCC in accordance with the applicable HN legislation for:
  - a. Assistance to HN law enforcement duties.
  - b. Initial response to incidents and handoff procedures to the appropriate national police force.
  - c. Assistance to national police forces in conducting their duties and investigations.
  - d. Access to detention facilities for holding eVA Bulgaria members as necessary.

- e. Communication and coordination procedures.
- f. Coordination of the notification of assumption or waiver of jurisdiction in accordance with NATO SOFA Article VII.
- g. Facilitation of the notification to that appropriate nation of the disposition of cases involving concurrent jurisdiction.
- h. Facilitation of the transfer of a member of eVA Bulgaria to or from HN custody.
- i. Support to eVA Bulgaria training activities as appropriate.
- j. Other activities as appropriate.

**ANNEX F**  
**TAX RELIEF PROCEDURES**

1. These tax relief procedures apply to the FN and CNs forces. All tax relief procedures will be dealt in accordance with the applicable HN legislation and with assistance of the HN Ministry of Defence (HN MoD). Tax exemptions may be applied for the supply of goods and services provided only for the official use of the Forces. The following procedure applies for goods and services, delivered on Bulgarian territory to the FN and CNs forces deployed or transiting Republic of Bulgaria (BGR).
2. **Preliminary information:**
  - 2.1. Competent personnel from BGR Ministry of Defense (MoD), authorized by the minister of defense to coordinate the activities between the recipients of goods/services (NATO Armed Forces) and National Revenue Agency (NRA):
    - Brigadier General Mitko GRIGOROV – Director of Logistics Directorate – e-mail: [m.grigorov@mod.bg](mailto:m.grigorov@mod.bg);
    - Colonel Ivan IVANOV – Deputy Director of Logistics Directorate – e-mail: [ivan.m.ivanov@mod.bg](mailto:ivan.m.ivanov@mod.bg);
    - Colonel Veselin BADZEV – Chief of HNS & Multinational Logistics Department - e-mail: [v.badjev@mod.bg](mailto:v.badjev@mod.bg).
  - 2.2. Competent Financial Authority - National Revenue Agency, Territorial Tax Directorate of Sofia, 21 Aksakov Str., BG-1000 Sofia;
  - 2.3. Tax exemption certificate – Annex II to para 51 of Regalement 282/2011 VAT AND/OR EXCISE DUTY EXEMPTION CERTIFICATE (\*) (Directive 2006/112/EC Article 151 and Directive 2008/118/EC Article 13) – Appendix I;
  - 2.4. Request for reimbursement – Appendix II.
3. **Tax exemption - “zero VAT rate”**
  - 3.1. Cases eligible for applying “zero VAT rate”
    - 3.1.1. This procedure is to be applied for goods and services, delivered on Bulgarian territory, to FN and/or CNs forces deployed or transiting Republic of Bulgaria (BGR), according to Para 6, point 6.2 of MoU between BGR and BiSCs for HNS.
    - 3.1.2. The procedure is applied in case of delivery to the recipient (NATO Armed Forces) for official use.
  - 3.2. Documents for implementation of tax exemption “zero VAT rate” to be provided by the NATO Force:
    - 3.2.1. List of personnel authorized to sign tax exemption certificates, including specimen signature. This list is to be sent electronically to the BGR MoD competent personnel, listed in Para 2.1.
    - 3.2.2. Tax exemption certificate – Annex II to para 51 of Regalement 282/2011 VAT AND/OR EXCISE DUTY EXEMPTION CERTIFICATE (\*) (Directive 2006/112/EC Article 151 and Directive 2008/118/EC Article 13). It is to be filled up in 2 originals – one for the delivery person/company and another for the recipient (after the approval from BGR MoD and NRA). This certificate serves as a proof to the seller to issue a “zero VAT rate” invoice.
  - 3.3. How the recipient of stocks or services (NATO Armed Forces) fills up the data:

- **Block 1** – authorized person’s data – Force Commander of the relevant NATO nation, which forces are deployed or transiting Bulgaria. Address (place) of the base in BGR territory where the forces are located;
- **Block 2** – data of the competent BGR’s authority, which seals the document - National Revenue Agency, Territorial Tax Directorate of Sofia, 21 Aksakov Str., BG-1000 Sofia;
- **Block 3** – data of the recipient of stocks or services (Armed Forces of NATO country). The recipient declares that the stock and services are for official use, in relation with NATO operation and/or exercises;
- **Block 5** – data of the delivery person/company and description of the goods and services, as shown in the invoice.

After completion of the blocks above the certificate is to be presented to the BGR MoD competent personnel (para 2.1.) for verification arrangements and transfer to the competent national authority (para 2.2.) for approval.

After the approval by the NRA the BGR MoD competent personnel handles back the certificate to the recipient of services (NATO Armed Forces).

4. **Tax exemption – VAT reimbursement** - Procedure for reimbursement of VAT, which has already been paid by the recipient of services (FN and/or CNs forces):

- 4.1. Completion of Request for VAT reimbursement – Appendix 2. To be filled by the recipient, who has paid the VAT and accompanied by the invoices (original or proved copy).
- 4.2. Tax exemption certificate – Annex II to para 51 of Regalement 282/2011 VAT AND/OR EXCISE DUTY EXEMPTION CERTIFICATE (\*) (Directive 2006/112/EC Article 151 and Directive 2008/118/EC Article 13).
- 4.3. The documents in Para 4.1. and 4.2. are to be presented to the competent personnel (Para 1.1.) NLT 15<sup>th</sup> of the month following the month of the event.
- 4.4. The competent personnel of Para 2.1. verifies the documents in Para 4.1. and 4.2.
- 4.5. The competent personnel of Para 2.1. sends the documents in Para 4.1. and 4.2. to NRA within 15 days after they have been received.
- 4.6. The Competent Financial Authority (Para 2.2.) audits the documents and within 30 days reimburses the VAT.
- 4.7. No VAT reimbursement if:
  - 4.7.1. The VAT amount in the invoice is not shown on a separate row;
  - 4.7.2. The invoice has been issued by a body which is not VAT registered;
  - 4.7.3. The VAT amount is under the minimum threshold for reimbursement, which is 50 BGN/per invoice (with exception of telephone services, electricity and central heating, fuel for heating, periodic media subscription and Internet services).

5. **Attachments:**

- 5.1. Appendix 1 - Tax exemption certificate – Annex II to para 51 of Regalement 282/2011 VAT AND/OR EXCISE DUTY EXEMPTION CERTIFICATE (\*) (Directive 2006/112/EC Article 151 and Directive 2008/118/EC Article 13);
- 5.2. Appendix 2 - Request for VAT reimbursement.



EUROPEAN UNION  
(\* )

## VAT AND /OR EXCISE DUTY EXEMPTION CERTIFICATE

(Directive 2006/112/EC - Article 151 – and Directive 2008/118/EC -

## Article 13)

Serial No (optional):	
<b>1. ELIGIBLE BODY/INDIVIDUAL</b>	
Designation/name	
Street and No	
Postcode, place	
(Host) Member State	
<b>2. COMPETENT AUTHORITY RESPONSIBLE FOR STAMPING (name, address and telephone number)</b>	
<b>3. DECLARATION BY THE ELIGIBLE BODY OR INDIVIDUAL</b>	
The eligible body or individual <sup>(1)</sup> hereby declares	
(a) that the goods and/or services set out in box 5 are intended <sup>(2)</sup>	
<input checked="" type="checkbox"/> For the official use of <input type="checkbox"/> For the personal use of	
<input type="checkbox"/> foreign diplomatic mission <input type="checkbox"/> foreign consular representation <input type="checkbox"/> a European body to which the Protocol on the privileges and immunities of the European Union applies <input type="checkbox"/> an international organisation <input checked="" type="checkbox"/> the armed forces of a State being a party to the North Atlantic Treaty (NATO force) <input type="checkbox"/> the armed forces of the United Kingdom stationed in the island of Cyprus	<input type="checkbox"/> a member of a foreign diplomatic mission <input type="checkbox"/> a member of a foreign consular representation <input type="checkbox"/> a staff member of an international organisation
<input type="checkbox"/> For the use of the European Commission or any European agency or body executing their tasks in response to the COVID-19 pandemic	
(designation of the institution) (see box 4)	
(b) that the goods and/or services described at box 5 comply with the conditions and limitations applicable to the exemption in the host Member State mentioned in box 1, and	
(c) that the information above is furnished in good faith.	
The eligible body or individual hereby undertakes to pay to the Member State from which the goods were dispatched or from which the goods and/or services were supplied, the VAT and/ or excise duty which would be due if the goods and/or services did not comply with the conditions of exemption, or if the goods and/or services were not used in the manner intended.	
Place, date	Name and status of signatory
	Signature
<b>4. STAMP OF THE BODY (in case of exemption for personal use)</b>	
N/A	Name and status of signatory
Place, date	Signature
Stamp	

**5. DESCRIPTION OF THE GOODS AND/OR SERVICES, FOR WHICH THE EXEMPTION FROM VAT AND/OR EXCISE DUTY IS REQUESTED**

A. Information concerning the supplier/authorised warehousekeeper

(1) Name and address:

(2) Member State

(3) VAT/excise number or tax reference number

B. Information concerning the goods and/or services:

No	Detailed description of the goods and/or services <sup>(3)</sup> (or reference to the attached order form)	Quantity or number	Value excluding VAT and excise duty		Currency
			Value per unit	Total value	
1					
	XXXXXXXXXXXXXXXXXXXXXX				
	XXXXXXXXXXXXXXXXXXXXXX				
	XXXXXXXXXXXXXXXXXXXXXX				
	XXXXXXXXXXXXXXXXXXXXXX				
Total amount					

**6. CERTIFICATION BY THE COMPETENT AUTHORITIES OF THE HOST MEMBER STATE**

The consignment/supply of goods and/or services described in box 5 meets:

totally  up to a quantity of (number)<sup>(4)</sup>

the conditions for exemption from VAT and/or excise duty

Name and status of signatory

Place, date

Stamp

Signature

**7. PERMISSION TO DISPENSE WITH THE STAMP UNDER BOX 6 (only in case of exemption for official use)**

By letter No:

Dated:

Designation of eligible institution:

Is by

Competent authority in host Member State:

Dispensed from the obligation under box 6 to obtain the stamp

Name and status of signatory

Place, date

Stamp

Signature

- (\*) Delete as appropriate.
- (1) Delete as appropriate.
- (2) Place a cross in the appropriate box.
- (3) Delete space not used. This obligation also applies if order forms are attached.
- (4) Goods and/or services not eligible should be deleted in box 5 or on the attached order form.

ДО (To)

Териториална дирекция на  
Националната агенция за  
приходите  
София  
(Territorial Directorate Sofia of the  
National Revenue Agency)

**ИСКАНЕ**  
**ЗА ВЪЗСТАНОВЯВАНЕ НА ДАНЪК ВЪРХУ ДОБАВЕНАТА СТОЙНОСТ**  
**REQUEST FOR VAT REIMBURSEMENT**

От (From)

.....

.....

(име и длъжност на лицето /Name and position of the person/)

.....

.....

(Стратегически командвания/Щабове под командването на НАТО или въоръжени сили на други държави, които са страни по Северноатлантическия договор) /Strategic Commands/NATO subordinated HQs or Armed Forces of the other countries that are parties to the North Atlantic Treaty/

за възстановяване на данък върху добавената стойност в размер на (for VAT reimbursement at amount of) : ..... лв. (BGN)

Електронен адрес за кореспонденция (Electronic address for correspondence):

.....

За покупки на стоки и услуги за периода (For purchases of goods and services during the period)

от (from) ..... до (to) .....

Желая да ми бъде възстановен данъка върху добавената стойност, който е заплатен при покупките на стоки и/или услуги за служебни нужди.

(I wish the VAT that is paid for purchases of goods and/or services for duty needs to be reimbursed)

Прилагам фактури (оригинал или заверени копия от тях) за извършените покупки и техен опис. (I apply invoices /in original or true copies of them/ for the purchases of goods that are done and their inventory)

Желяя сумата да бъде преведена по сметка на (I would like, the amount to be send on account of):

Банкова сметка (Bank account)

IBAN/OBAN	
BIC	
Титуляр на банковата сметка (Holder of the bank account)	

.....  
.....

(имена, длъжност и подпис на лицето /Name, position and signature of the person/)

Дата (Date) .....

-----  
-----

Министерството на отбраната удостоверява, че това лице има право на възстановяване на данък върху добавената стойност съгласно Меморандума за разбирателство между правителството на Република България и Върховното главно командване на Обединените въоръжени сили на НАТО в Европа и Щаба на Върховния главнокомандващ на НАТО по трансформацията относно осигуряването на поддръжка от страната домакин за провеждане на операции и учения на НАТО (ДВ бр. 104 от 26.11.2004 г.)

/Ministry of Defence certifies that this person has a right for VAT reimbursement according to Memorandum of understanding (MOU) between the Government of the Republic of Bulgaria and Supreme Headquarters Allied Powers Europe and Headquarters, Supreme Allied Commander Transformation regarding the provision of Host Nation Support for the execution of NATO operations and exercises (State Gazette number 104, dated 26 Nov. 2004)/

.....  
.....

(име и длъжност на компетентното лице от Министерство на отбраната)  
/Name and position of the person with competency from the Ministry of Defence/

.....  
(дата /Date/)

.....  
(подпис /Signature/)

ANNEX G

**TEMPLATE FOR  
NOTE OF ACCESSION (NOA) OR STATEMENT OF INTENT (SOI)**

NOTE OF ACCESSION OR STATEMENT OF INTENT [*CN to choose NOA or SOI as appropriate*]

TO PARTICIPATE IN HOST NATION SUPPORT AND

AND OTHER RESPONSIBILITIES SET UP

WITHIN THE REPUBLIC OF BULGARIA (HN)

FOR THE NATO ENHANCED VIGILANCE ACTIVITY IN BULGARIA

The Republic/Kingdom/Government/Ministry of ..... (CN), represented by .....

Having decided that its Armed Forces will participate in the NATO enhanced Vigilance Activity in Bulgaria,

Considering Section III, paragraph 3 of the Technical Arrangement,

ELECTS TO PARTICIPATE IN, AND TO RESPECT, THE PROVISIONS ARRANGED IN THE:

"Technical Arrangement between the Ministry of Defence of the Republic of Bulgaria and the Ministry of Defence of the Italian Republic concerning the NATO Enhanced Vigilance Activity in Bulgaria and the Provision of Host Nation Support and other Responsibilities" which entered into effect on the ..... day of ..... as follows:

As a Contributing Nation for the NATO enhanced Vigilance Activity in Bulgaria.

[*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*]

For the Ministry of Defence of ..... (CN)

Name: .....

Rank/Position: .....

Date: .....

For the Ministry of Defence of the Italian Republic (FN)

Name: .....

Rank/Position: .....

Date: .....

For the Ministry of Defence of the Republic of Bulgaria (HN)

Name: .....

Rank/Position: .....

Date: .....

*NOTE: THE FOLLOWING PART IS ONLY NECESSARY IF THE CN PROVIDES AN SOI WITH RESERVATIONS. THEN THE HN AND THE FN WILL CONCUR TO THOSE RESERVATIONS BY SIGNING THE SOI AND RETURNING THE SOI TO THE CN FOR CONFIRMATION.*

The Host Nation will/will not provide support to the Armed Forces of the Government of ..... (CN) participating in the NATO enhanced Vigilance Activity in Bulgaria under the provisions of the Technical Arrangement and the reservation(s) of .....(CN).

For the Ministry of Defence of the Republic of Bulgaria (HN)

Name: .....

Rank/Position: .....

Date: .....

For the Ministry of Defence of the Italian Republic (FN)

Name: .....

Rank/Position: .....

Date: .....