# AGREEMENT ON THE MULTINATIONAL PEACE FORCE SOUTH-EASTERN EUROPE

The States-Parties to this Agreement, hereinafter referred to as the Parties,

Reaffirming their dedication to the purposes and principles provided by the United Nations Charter,

Cognizant of the fact that, politico-military co-operation has become a key element in strengthening the European capabilities in the fields of security and defense.

Believing that co-operation and dialogue among the countries of the region of South-Eastern Europe must be further developed,

Wishing to contribute to the enhancement of interoperability,

Considering their commitment to contribute to regional security and stability, and to foster good neighborly relations among the countries in South-Eastern Europe in the context of the Southeastern Europe Defence Ministerial (SEDM) process, the Euro-Atlantic Partnership Council (EAPC) and in the spirit of Partnership for Peace (PfP), have agreed as follows:

#### ARTICLE-I

### **DEFINITIONS**

- 1. In this Agreement the expression:
- a. "Coalition of the Willing" means group of states, based on individual decisions and preferences, making up a coalition for the purposes of either actually participating in and/or providing political, logistic and other types of support to particular operations,
- b. "Conflict Prevention" means activities, normally conducted under Chapter VI of the UN Charter. They range from diplomatic initiatives to preventive deployments of forces intended to prevent disputes from escalating to armed conflicts or from spreading. Conflict prevention can also include fact finding missions, consultations, warnings, inspections and monitoring.
- c. "Contingency Establishment (CE)" means the table setting out the authorised re-distribution of manpower and augmentation of personnel for the Force HQ under operational conditions.

- d. "Contingency Operations Plans (COPs)" means plans which are developed for possible operations where planning factors (e.g. scope, forces, destination, risks, area of operations etc.) have been identified or can be assumed. These plans are produced in as much detail as possible, including the forces needed and deployment options, as a basis for the actual subsequent operational planning.
- e. "Deployment" means the relocation of forces to desired areas of operations.
  - f. "Employment" means use of forces in the theater of operations.
- g. "Humanitarian Operations" means operations conducted to alleviate human suffering. Humanitarian operations may precede or accompany humanitarian activities provided by specialised civilian organisations.
- h. "Operations and Maintenance" means all the activities to ensure the effective use of common-funded facilities -in accordance with the goal for which they were constructed or modified- and to upkeep that infrastructure during its useful life in a condition commensurate with the criteria and standards for which it was designed and constructed.
- i. "Organization of Action (ORACT)" means the definite structure of the South-Eastern Europe Brigade (SEEBRIG) shown as a table.
- j. "Peace-building" means actions which cover political, economic, social and military measures and structures aiming to strengthen and solidify political settlements in order to redress the causes of a conflict. This includes mechanisms to identify and support structures which tend to consolidate peace, advance a sense of confidence and well-being and support economic and civil reconstruction.
- k. "Peace Enforcement" means operations undertaken under Chapter VII of the UN Charter. They are coercive in nature and are conducted when the consent of all Parties to a conflict has not been achieved or might be uncertain. They are designed to maintain or re-establish peace or enforce the terms specified in the mandate.
- I. "Peacekeeping" means operations generally undertaken under Chapter VI of the UN Charter and conducted with the consent of all the Parties to a conflict to monitor and facilitate implementation of a peace agreement.
- m. "Peacemaking" means the diplomatic activities conducted after the commencement of a conflict, aimed at establishing a cease-fire or a rapid peaceful settlement. They can include the provision of good offices, mediation, conciliation and such actions as diplomatic pressure, isolation or sanctions.
- n. "Peace Support Operations" means multi-national operations conducted impartially in support of a UN/OSCE mandate involving military forces and diplomatic and humanitarian agencies, designed to achieve a long term political settlement or other conditions specified in the mandate. They include peacekeeping and peace enforcement as well as conflict prevention, peacemaking, peace building and

humanitarian operations,

- o. "Personnel Establishment (PE)" means the table setting out the authorised routine organisational structure and manpower requirement for the Force HQ.
- p. "Rules of Engagement (ROE)" means directives to military forces (including individuals) that define the circumstances, conditions, degree, and manner in which forces, or actions which might be construed as provocative, may, or may not, be applied. ROE are not used to assign tasks or give tactical instructions. With the exception of self-defence, during operations, ROE provide the sole authority to forces to use force.
- r. "Transfer of Authority (TOA)" means the formal transfer of a specified degree of authority over designated forces between a Party and the Commander of the SEEBRIG (COMSEEBRIG) or between any two subordinate commanders.
- s. "Voluntary National Contribution (VNC)" means subject to PMSC approval, voluntary manning by the Parties, of the Brigade HQ or other multinational formations, outside the scope of the approved PE, for a limited period of time and for meeting specific requirements of expertise.

### ARTICLE-II

### **PRINCIPLES**

1. The parties ensure that the activities of the Multinational Peace Force South-Eastern Europe (MPFSEE/the Force) or South-Eastern Europe Brigade (SEEBRIG/the Brigade) hereby established are consistent with the purposes and the principles of the United Nations Charter.

### 2. This initiative:

- a. is neither directed against any third state nor intended to form a military alliance of any form against any country or a group of countries.
- b. is transparent and open to the North Atlantic Treaty Organization (NATO) and Partnership for Peace (PfP) nations in the region, "able and willing" to contribute constructively, at any later stage.
- c. will be in line with and supportive of PfP programmes which aim at the improvement of the regional cooperation within PfP and shall allow essential cooperation within the framework of the United Nations (UN), NATO, the Organization for Security and Cooperation in Europe (OSCE) and the Western European Union (WEU).
- 3. This Agreement will not affect in any way the rights and obligations of the Parties stemming from the treaties and agreements that they had previously signed.

4. All decisions concerning MPFSEE will be taken by consensus among the Parties.

### ARTICLE- III

# ESTABLISHMENT, DEPLOYMENT AND EMPLOYMENT OF THE MULTINATIONAL PEACE FORCE SOUTH-EASTERN EUROPE

- 1. The Parties hereby establish the Multinational Peace Force South-Eastern Europe (MPFSEE) at brigade level. The location of the Force HQ/Nucleus Staff will be decided by consensus among the Parties.
- 2. The Brigade will be declared to UN and to OSCE. It will be available, commensurate with its capabilities, for employment in conflict prevention and in other peace support operations, including peace-keeping, peace-making, peace-building and humanitarian operations.
- 3. The Force will be available for possible employment in UN or OSCE-mandated NATO-led or WEU-led conflict prevention and other peace support operations. It could also participate in "coalition of the willing" type international initiatives. The Force will also function "within the spirit" of PfP.
- 4. The decision for participation in operations and deployments, which is initially to be proposed by the Politico-Military Steering Committee (PMSC), will be subject to political and military consultation as detailed in Article IV and will be approved by the Parties through their respective national legal procedures.
- 5. After the joint case-by-case political decision is made for participation in operations and for the deployment of the Force, by the Parties, they must make their contributions available for the Force within the time frame proposed by the relevant authorities and decided by the PMSC. Participation in a particular force "package" for a specific operation is a purely national preference.
- 6. Tasks to be undertaken by the Brigade and the Rules of Engagement (ROE) shall be derived from the resolutions of the international organization which has undertaken a given operation and shall be subject to approval of the Parties, based on the proposals by the PMSC.
- 7. In NATO-led or WEU-led peace support operations, the Brigade will be subordinate to the bodies delineated in the mandate of the relevant international organization after the Parties have agreed to undertake such operation. The military body under which the Brigade will function will be jointly decided by the Parties.
- 8. The Brigade shall be withdrawn from operations by virtue of a joint decision made by the Parties committing forces to this operation.
- 9. Each Party reserves the prerogative to withdraw its forces and/or personnel from a given operation, provided that all the other Parties are informed and invited to

consultations no later than 30 days before such a decision is implemented.

### **ARTICLE-IV**

### POLITICAL AND MILITARY CONSULTATION AND DECISION MAKING

- 1. Political and military consultation and decision making will be carried out through meetings of Ministers of Foreign Affairs, Ministers of Defence, Chiefs of Defence Staffs and the Politico-Military Steering Committee.
- 2. Foreign Affairs Ministerial meetings are intended to focus on political subjects and political aspects of military operations such as, new membership, participation in the Force, involvement in peace initiatives and/or peace support operations, contingencies, relations with international organizations, revision and amendment of this Agreement and related documents and overall political guidance.
- 3. Defence Ministerial meetings are to review military subjects and to make decisions/recommendations, as appropriate; in particular, participation in operations, overall guidelines for the employment of the Force, ROEs, approval of COPs and Operational Plans.
- 4. The meetings of Chiefs of Defence Staffs are advisory for high-level military consultation which provide for the discussion of any issues of military technical nature and for making recommendations, as necessary, with respect to such subjects.
- 5. MPFSEE Ministerial meetings and the meetings of MPFSEE Chiefs of Defence Staffs should take place at least once a year, or in response to an invitation by one of the Parties. The necessity, frequency, actual time and location of these meetings are subject to consultation among the Parties.
- 6. A Politico-Military Steering Committee (PMSC) will be established as the joint executive body for oversight and providing policy guidance for deployment, employment and other activities of the MPFSEE.
- 7. For the PMSC, each Party will nominate a delegation, headed by a senior representative, who may be advised by area experts.
- 8. From the date on which this Agreement enters into force, the chairmanship of the PMSC will rotate annually among the Parties. The rotation will be in alphabetical order, unless otherwise decided by the Parties.
- 9. The PMSC will determine its own organization -as and if deemed necessaryand internal rules while abiding by the following general principles:
- a. It will meet regularly and at such intervals as necessary to carry out its responsibilities and as soon as possible in response to a specific request by any Party or an invitation by the Chairman.

- b. Regular meetings will take place twice a year, spring and fall, and will be hosted by the Party holding the Chairmanship. This Party will also take over the responsibility for secretariat.
  - c. All decisions will be taken by consensus among participants.
- 10. The PMSC may establish subordinate ad-hoc working groups for detailed consideration of specific areas, as necessary.
- 11. The primary role of PMSC is to provide oversight to ensure conformity and harmony with the aims and principles as set forth in this Agreement.
- 12. The PMSC will develop policies and guidance for Ministerial approval necessary to enable effective functioning and employment of the MPFSEE in following areas:
- a. Annual program to include exercises and training, based on the COM/MPFSEE proposal,
- b. Administration and coordination of national indications of troop contributions eligible and appropriate for the MPFSEE,
  - c. Proposals concerning possible deployments,
- d. Employment policy including guidelines for the use of force and Rules Of Engagement (ROEs),
  - e. Logistic support, movement and transport requirements and capacities,
- f. Common budget, including -but not limited to- Force HQ, Nucleus Staff and Exercise budgets,
  - g. Restructuring force and command/control organization as necessary,
- h. Relations with similar formations, within the framework of UN, NATO, OSCE and WEU,
  - i. Public information policy,
- j. Revision of this Agreement and related documents for further action as necessary,
  - k. Interoperability and standardization issues.
- 13. The PMSC will review new applications -to include re-allocation of PE slots- for participation in MPFSEE and it will make recommendations for Ministerial approval.
- 14. Furthermore, the PMSC will have the authority to:
- a. Approve generic Contingency Operations Plans (COPs), prepared by the Nucleus Staff, as directed by the MPFSEE Ministers,

- b. Oversee the preparation of actual operational plans and endorse them for Ministerial approval,
  - c. Establish standards for unit training,
  - d. Approve doctrine papers for MPFSEE,
- e. Approve training documents -as deemed necessary- prepared by the Force HQ,
  - f. Approve MPFSEE Information Security Directive (ISD),
- g. Establish joint teams to evaluate readiness levels of units, in accordance with the standards and rules to be established.
- 15. The PMSC will also be responsible for :
- a. Oversight of performance, funding, manning -to include endorsement of VNC manning- and support of the Nucleus Staff, including approval of the Force HQ Budget,
- b. Revision of the Terms of Reference for the Commander, Deputy Commanders and Chief of Staff, as necessary.
- 16. The PMSC will submit reports for consideration at the Ministerial meetings and for the meetings of Chiefs of Defense Staffs, annually and/or as necessary.
- 17. Conference and other administrative costs related to meetings of the PMSC, except travel, billeting and living costs will, in principle, be covered by the host country.

### **ARTICLE-V**

### **LANGUAGE**

The working language of the MPFSEE shall be English.

### **ARTICLE- VI**

### THE FORCE STRUCTURE

- 1. The Force is composed of ground elements only, as no direct participation from air or naval services (except for Tactical Air Control Parties/TACPs) is foreseen. The SEEBRIG will be an "ON-CALL" Land Force, supported by elements from other services, as and if necessary.
- 2. Units allocated to the Force will remain at their permanent homebase locations and they will come together to form the appropriate force for exercises/training activities in accordance with jointly prepared programmes, and for contingencies should there be a decision by the Parties to that effect.
- 3. The Parties shall designate separate units and/or capabilities along with equipment from the structure of the armed forces in their own countries, which shall be incorporated in the composition of the Brigade. The respective units will remain within the national command structure, until such time that they are declared mission-ready and are made subordinate to joint command i.e. COMSEEBRIG.
- 4. The basic units of the Force will be battalion size formations. Each battalion is to be composed of 2 or 3 companies, combat support and combat service support units. The battalion size units could also be multinational. The units, in principle, are to be self-sufficient.
- 5. The necessary details concerning the Force Structure to include national contributions/commitments and procedures to maintain an up-to-date Organization of Action (ORACT) are at Annex-A (Force Structure). Procedures for Transfer of Authority (TOA) and for the Force Generation Process are to be found at Annex-B (Force Generation).

### **ARTICLE VII**

### COMMAND AND CONTROL STRUCTURE

- 1. The structure of the Force HQ to include a Nucleus Staff, the Contingency Establishment (CE) for the Force HQ and Personnel Establishment (PE) for the Nucleus Staff are included in Annex-C (Force Headquarters) of this Agreement. The staff slots -except the Brigade Command Group- are to be allocated to the Parties according to the ratio of their respective force contributions.
- 2. The Brigade Command Group shall be composed of the Commander of the Brigade, two Deputies, Chief of Staff and two Deputy Chiefs of Staff. The duties of the Brigade Commander shall be discharged on a two-year basis by an Army brigadier general of the Parties, where the duties of the Chief of Staff in the Brigade are discharged by a colonel of the Host nation. The other key command posts are to be rotational once every two-three years among the Parties. The exact length of rotation would be subject to advance consultation. The Host Nation would be excluded from COM, DCOMs and DCOS rotation.
- 3. The force HQ is to be fully activated for exercises and operations. Other than those times, a permanent Nucleus Staff will function under the command of the COMSEEBRIG.

- 4. The Nucleus Staff, in close coordination and consultation with respective national HQs, will develop Standard Operating Procedures (SOPs), databases and options for strategic movement necessary to reduce planning and deployment time in advance of any actual deployment. It will plan and prepare for the conduct of operational and logistic training and exercises, based on the decisions of the Politico-Military Steering Committee. It shall develop generic Contingency Operations Plans. It shall participate in fact-finding missions to be conducted in preparation for missions involving the deployment and employment of the Brigade.
- 5. All personnel assigned to the Contingency Establishment will, in principle, be deployed with the Brigade HQ during operations, regardless of the national participation in the force package tailored for a specific operation.
- 6. HQ Company along with Signal Company will be maintained at the appropriate readiness level in order to provide support to the Nucleus Staff for essential functions.
- 7. The Brigade Commander shall have the right to issue orders to subordinate units when the SEEBRIG is undergoing joint training, preparing for action in an area of operation in which the SEEBRIG is going to participate and for the duration of such an operation. These units shall be obliged to discharge the orders received, provided that they are not in conflict with the internal law of the country of which they are citizens and provided that they are in line with the goals and principles for which the Force was created, consistent with the mandate the Force is operating under and in conformity with the ROE in force.
- 8. The Force Commander will submit an annual report and status reports, as necessary, to the Politico-Military Steering Committee with information copies to the relevant military authorities of the Parties.

### **ARTICLE-VIII**

### TRAINING ACTIVITIES

- 1. The activities such as unit training and exercises, visits, reconnaissance, study periods for planning and concept development, courses and language training will be conducted in order to increase the effectiveness of the Force.
- 2. The Parties will be responsible for the training of their own units in their permanent locations and in national training facilities in accordance with jointly established standards.
- 3. Joint training to include reconnaissance activities, command post/field training exercises, and crisis management exercises will be conducted according to commonly agreed-upon plans and programmes.

### ARTICLE- IX

### **INFORMATION SECURITY**

- 1. All classified information exchanged in connection with the execution of this Agreement is subject to equal protection in accordance with the classification given by the originator and in compliance with the binding internal legislation of each Party which received such information.
- 2. The Parties will have no right to disclose any such information to any third party without the written consent of the originator.
- 3. The detailed principles and methods for securing classified information shall be stipulated in a MPFSEE Information Security Directive (ISD) to be approved by the Politico-Military Steering Committee.

#### ARTICLE-X

#### LOGISTICS

- 1. Logistics, in principle, is a national responsibility. Each Party is responsible for the logistic support of its own troops including strategic movement during both the exercises and the deployment of the Force for contingencies. Moreover, the Parties are responsible for organizing and equipping their own troops, with standardized and/or interoperable equipment.
- 2. A multinational logistics system is to be developed among the Parties. Separate agreements/MOUs shall be concluded, on a case-by-case basis, to specify the principles for providing logistic support during operations and exercises.
- 3. The Party which hosts the SEEBRIG HQ will provide the Nucleus Staff with;
  - a. Free of charge, the HQ facilities (including communications),
- b. Free of charge outpatients care by the Armed Forces Health Service to Nucleus Staff and their dependents,
- c. Emergency treatment in the civilian or military hospitals without any reimbursement,
  - d. Petroleum Oil and Lubricants (POL) on a reimbursable basis,
  - e. All basic, permanent furnishing, furniture and equipment (FFE) for the HQ.
- 4. The Host Nation will act as the Contracting and Procurement Agent on behalf of the Force HQ, in matters of purchase, leasing and other legally binding arrangements, based on the approved budget.

5. Annex-D (Host Nation Support) specifies the principles and all necessary details for Host Nation support to include those in Para.s 3 and 4.

### ARTICLE-XI

### **LEGAL ISSUES**

- 1. The provisions of PfP SOFA (Agreement Among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of Their Forces) and its Additional Protocol, done on June 19, 1995, shall be duly applicable, mutatis mutandis, to this agreement, following the completion of the ratification processes of these instruments by the Parties. If at the date when this Agreement enters into force there are still Parties which have not yet ratified PfP SOFA, the legal status of the Force will be defined by a separate Agreement among all Parties.
- 2. Separate agreements, on a case-by-case basis, shall specify the status of forces when the Brigade is deployed for peace support operations.
- 3. Nucleus Staff personnel and their dependents will benefit from the military facilities and in conditions applicable for the equal/comparable rank/grade personnel in the Host Country in accordance with the directives in force.
- 4. Annexes A through E are integral parts of this Agreement.

### **ARTICLE-XII**

### FINANCIAL ISSUES

- 1. Start-up costs, specified in Annex-*D* (Host Nation Support), for the establishment of the force permanent HQ will be financed by the Host Nation.
- 2. The common expenditures, including O&M (Operations and Maintenance) costs for the HQ will be shared among the Parties, at a ratio of their participation within the Personnel Establishment (PE) of the HQ.
- 3. Equipment purchased through common funds is the common property of the Parties. The status of the common property and the national equipment provided by the host nation for temporary use, will be recorded in separate inventory lists and such acquisitions will be included, as full list, in annual reports.
- 4. Personnel salaries, living and accommodation allowances, transportation costs for posting to and from the HQ and similar expenses will be a national responsibility.
- 5. The Parties shall be responsible for funding their national contingents during

training and exercises, in preparation for participation in and during a peace support operation to include equipping them up-to agreed standards.

6. Detailed principles and the methods for financial issues are covered in Annex-E (Finance).

#### ARTICLE-XIII

#### SETTLEMENT OF DISPUTES

- 1. Disputes arising from the interpretation or application of this Agreement shall be settled by consultation among the Parties without recourse to outside jurisdiction.
- 2. In the event that one of the Parties concludes that another Party is not complying or is unable to comply with the provisions of this Agreement, it may propose, in writing, consultations among the Parties which will begin 30 days after the receipt of formal written notification thereof.

#### **ARTICLE- XIV**

### **AMENDMENT AND REVISION**

- 1. The Parties may propose any amendment or revision of this Agreement and/or its annexes, in writing at any time. In this case, consultations will begin 30 days after receipt of formal written notification thereof.
- 2. Any such amendments will enter into force when accepted in writing by all the Parties.

### **ARTICLE-XV**

### RATIFICATION-ENTRY INTO FORCE

- 1. This Agreement with its five Annexes shall be subject to ratification. All instruments of ratification shall be deposited in the country where this Agreement is signed. It shall notify the Parties of each deposit. Thirty days after four signatory States have deposited their instruments of ratification, this Agreement will enter into force among them. For the remaining signatory states it will enter into force thirty days after the deposit of their instruments of ratification.
- 2. Upon entry into force of the present Agreement, the depositary will inform the UN, OSCE, NATO and WEU about the establishment of the Force.

### **ARTICLE-XVI**

### ACCESSION

- 1. The present Agreement shall remain open for accession by other NATO/PfP Nations in the region, able and willing to contribute constructively.
- 2. Upon application of a particular Nation to accede to this Agreement, the matter will be discussed by the Ministers of Foreign Affairs of the Parties.
- 3. After a positive decision, by consensus, on the matter by the Ministers of Foreign Affairs of the Parties and the approval of the accession decision along with associated amendments to this Agreement and to its Annexes by all the Parties, the requesting Nation shall be entitled to deposit its instruments of accession with the depositary which will inform the other Parties accordingly.
- 4. For each country acceding to this Agreement, it will enter into force 30 days after the deposit of its instrument of accession.

#### ARTICLE-XVII

### **DURATION AND TERMINATION**

- 1. This Agreement is valid for an indefinite period of time, unless the Parties decide otherwise.
- 2. The termination of this Agreement will not affect the Parties' rights to extend claims on the expenditures on the Brigade's training, supply, preparations and actions.

### **ARTICLE-XVIII**

### **DENUNCIATION**

- 1. The present Agreement may be denounced by any Party at any time.
- 2. This denunciation shall be affected by a written notification addressed by this Party to the depositary.
- 3. The denunciation shall take effect one month after the receipt of the notification. After the expiration of this period, the Agreement shall cease to be in force as regards the Party which denounced it, but it shall continue to be in force for the remaining Parties.
- 4. If, on the effective denunciation date, there are still financial issues or claims which affect the denouncing Party and which are not yet settled, the present Agreement will be considered to be in force for this Party and for this particular reason only until these issues are definitely settled.

This Agreement with Annexes A through E, done in one original in the English language and signed in Skopje on 26 September 1998, shall remain deposited in the archives of the country where this Agreement is signed. Duly certified copies shall be transmitted to the Parties.

# **ANNEXES**

Annex-A: Force Structure
Annex-B: Force Generation
Annex-C: Force Headquarters
Annex-D: Host Nation Support

Annex-E : Finance

### On behalf of the States - Parties to this Agreement

Mr. Luan Hajdaraga, Minister of Defence

Mr. Gueorgui Ananiev, Minister of Defense

Mr. Apostolos Tsohatzopoulos, Minister of National Defence

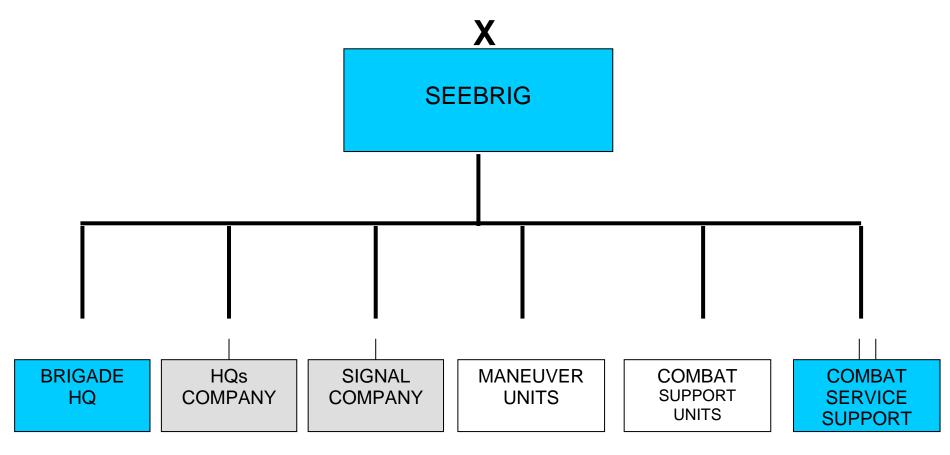
Mr. Lazar Kitanoski, Minister of Defence

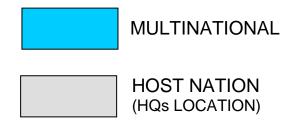
Mr. Beniamino Andreatta, Minister of Defence

Mr. Victor Babiuc, Minister of National Defence

Mr. Ismet Sezgin, Minister of National Defence

# **SEEBRIG GENERAL STRUCTURE**





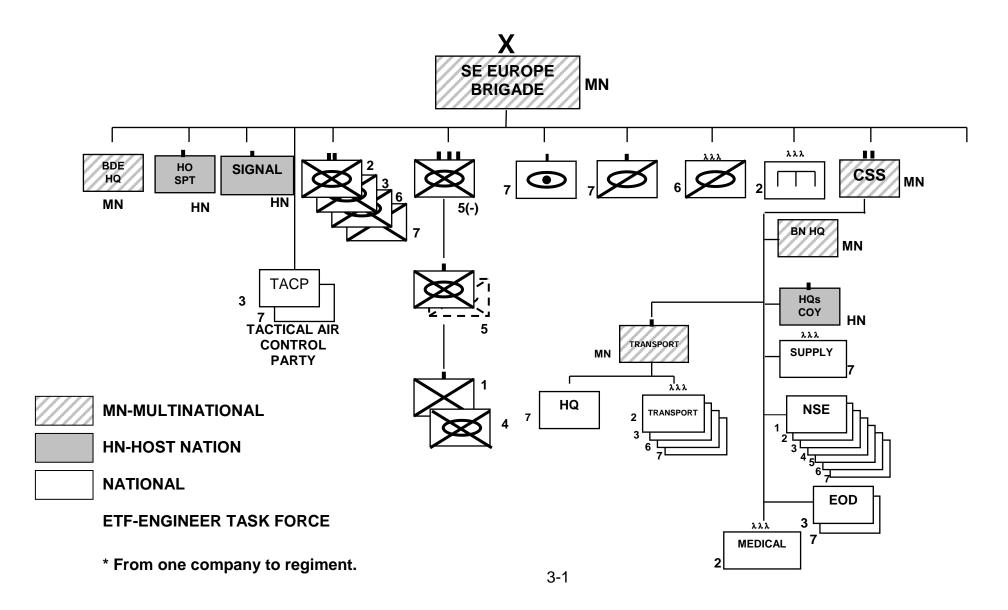
### NATIONAL TROOP CONTRIBUTIONS

NR	NATION	BDE HQ	COY SIGNAL	MANEUVER UNITS		COMBAT SUPPORT UNITS	COMBAT SERVICE SUPPORT BATTALION
1							
2				HQ			CSS (·)  TRANS  ENGINEER  MEDICAL
3				HQ			CSS (+) SUPPLY TRANS
4	$\divideontimes$	·					
5		·		(-) - MAINTENANCE PLT - SIGNAL PLT - MEDICAL PLT - ENGINEER PLT	<u> </u>	DEPENDING ON CONTIGENCY	DEPENDING ON CONTIGENCY
6		MP MP	SIGNAL	. RECCE PLT - MORTAR PLT - SIGNAL PLT - LAUNCH PLT		RECCE ENGINEER NBC	OR TRANS
7	C			SUPPLY AND MAINTENANCE PLT SIGNAL PLT MEDICAL PLT QUARTERMASTER PLT RECCE PLT MORTAR PLT	-\XX -\XX		CSS SUPPLY TRANS

IF BDE HQ IS LOCATED IN RESPECTIVE COUNTRY, 3 INF COY
REGARDLESS OF LOCATION OF BDE 10 MECH INF COY

FOR DETAILS REFER TO APPENDIX-3

# **SEEBRIG**



# ANNEX-A TO THE AGREEMENT ON THE MULTINATIONAL PEACE FORCE SOUTH-EASTERN EUROPE "THE FORCE STRUCTURE"

- 1. The details of the Force Structure of SEEBRIG as defined in Para.s 1 through 4 in Article VI of this Agreement are as follows:
- 2. Each battalion is to be composed of 2 or 3 companies, combat support and combat service support units and should have the capabilities such as:
- a. Fire support, including organic mortar and medium range antitank weapons,
  - b. Engineer capabilities,
  - c. Logistic and medical support,
  - d. Communications.
- 3. Each battalion must deploy with a logistic unit capable of carrying out first and second line logistic support. Depending on the size and organization of the company/battalion, the logistic element must have the capability to undertake following functions:
  - a. General maintenance,
  - b. Resupply,
  - c. General stores management,
  - d. Distribution and handling of all first and second line battalion stores.
  - e. Role I and limited Role II medical support,
  - f. Transportation.
- 4. The Parties shall designate separate units along with equipment which shall be included in the Organization of Action (ORACT) of the Brigade.
- 5. National contributions will be transmitted to HQ SEEBRIG -info to other parties- by ORACT messages and any changes will be forwarded by ORACT CHANGE messages. These messages will indicate national commitments subject to confirmation, in times of exercises or operations, through procedures detailed in Annex-B (Force Generation).
- 6. COMSEEBRIG, based on ORACT declarations, is to maintain an up-to-date ORACT inventory and publish for the Parties regularly.
- 7. The general force structure of SEEBRIG is at APPENDIX-1. SEEBRIG comprises a HQ of multinational staff, HQs Company and Signal Company provided by the Host Nation, maneuver units, combat support units and multinational combat service support battalion.

8. Troop contributions by the parties are indicated in tabular form at APPENDIX-

2.

- 9. The organization of SEEBRIG is shown at APPENDIX-3.
- 10. Force structure for actual deployment is subject to change by direct consultations between the Parties, depending on the force requirements of peace support mission.

### **APPENDICES**

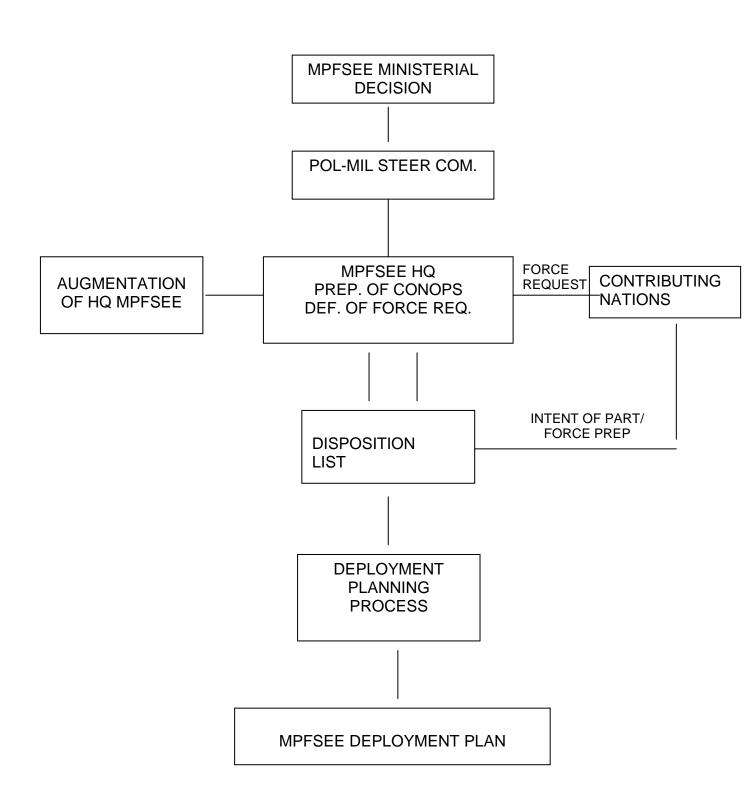
APPENDIX-1: General Force Structure of SEEBRIG

APPENDIX-2: Troop Contributions by the Parties

APPENDIX-3: Organization of SEEBRIG

### **APPENDIX TO ANNEX-B**

### FORCE GENERATION PROCESS



# ANNEX-B FORCE GENERATION OF AGREEMENT ON THE MULTINATIONAL PEACE FORCE SOUTHEASTERN EUROPE

- 1. Force Generation process starts upon Ministerial decision of the Multinational Peace Force Southeastern Europe (MPFSEE) Parties to participate in a common mission. Accordingly, the Politico-Military Steering Committee (PMSC) requests COMMPFSEE to initiate the force generation process (APPENDIX: Force Generation Process).
- 2. Under the responsibility of COMMPFSEE, the Nucleus Staff/MPFSEE HQ develops a specific Concept of Operations (CONOPS) to define force requirement. If available, appropriate Contingency Operation Plans (COPs) may be used for this purpose.
- 3. Initially, the MPFSEE HQ defines force requirement in broad terms and communicates it to the Parties for them to identify their force contributions. Based on the intentions of the Parties, a Statement of Requirement (SOR), which details force size, type, composition etc., is disseminated to the contributing Parties. After several iterations (if required) of the above mentioned process, a satisfying match between SORs and national force committments is achieved. Next, force locations, arrival time and priorities (Disposition List) are defined in coordination with the contributing Parties.
- 4. Once Disposition List (DL) is finalised, the MPFSEE HQ completes the deployment planning process, which the contributing Parties are parts of.
- 5. As directed by the PMSC, COMMPFSEE issues Activation Warning (ACTWARN) and Activation Order (ACTORD) to the contributing Parties to start Transfer of Authority (TOA) process. In accordance with those directions, national contingents acquire required operational status and deploy into the theatre. Transfer of Authority (TOA) of national forces takes place as specified in appropriate documents. From that moment, national contingents are subordinated to the COMPFSEE authority as agreed within the PMSC.
- 6. Detailed procedures for Force Generation will be elaborated by the Nucleus Staff, under the responsibility of COMMPFSEE, for the approval of PMSC.

1 A contributing Nation is a Party who contributes to the specific operation with any kind of national resources (personnel, forces, equipment, material, etc.)

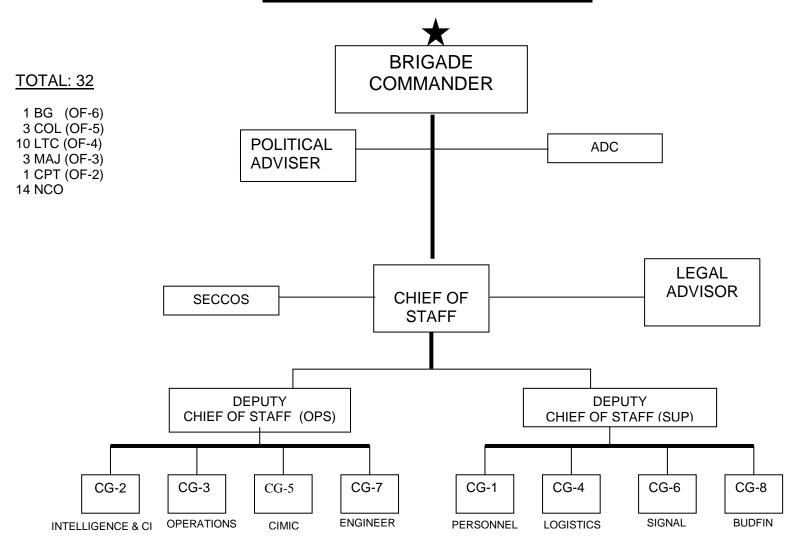
<sup>&</sup>lt;sup>1</sup> A contributing Nation is a Party who contributes to the specific operation with any kind of national resources (personnel, forces, equipment, material, etc.) UNCLASSIFIED

### **APPENDIX-1**

#### **HQ SEEBRIG STRUCTURE POLITICAL ADVISER BRIGADE COMMANDER PUBLIC** ADC **INFORMATION** OFFICE **TOTAL: 105 DCOM** 1 BG (OF-6) 5 COL (OF-5) PROTOCOL 11 LTC (OF-4) 26 MAJ (OF-3) 23 CPT (OF-2) 15 NCO (OR-5/OR-9) **LNO TEAM ROTATIONAL POSTS** 26 PVT/CPL (OR-1/OR-4) LNO TEAM CHIEF OF LEGAL LNO TEAM STAFF **ADVISOR SECCOS HOST NATION DEPUTY DEPUTY** CHIEF OF STAFF (OPS) CHIEF OF STAFF (SUP) CG-3 CG-7 CG-4 CG-8 CG-2 CG-1 CG-6 CG-5 **ENGINEER** SIGNAL **BUDFIN OPERATIONS PERSONNEL** LOGISTICS **INTELLIGENCE & CI** CIMIC

\*TU RESERVATION ON THE CREATION OF A SECOND DCOS POST.

# **HQ SEEBRIG / NUCLEUS STAFF**



# HQ SEEBRIG CE1 HQSEEBRIG

### **APPENDIX-3**

### OFFICE OF THE BDE COMMANDER

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECGA001	CMD GP	BDE COMMANDER	OF-6	А		ROTATIONAL, NUCLEUS STAFF
CECGA002	CMD GP	MILITARY ASSISTANT/ADC	OF-3	А		SAME NAT AS CE CGA001 NUCLEUS STAFF
CECGA003	CMD GP	CLERK/DRIVER	OR-6	А		SAME NAT AS CE CGA001 NUCLEUS STAFF
CECGA004	CMD GP	POLITICAL ADVISER	OF-4/A-4	A/CIV		
CECGA005	CMD GP	CLERK/DRIVER	OR-6	А		
CECGA006	CMD GP	PUBLIC INFORMATION CHIEF	OF-4	А		
CECGA007	CMD GP	MEDIA OFFICER	OF-3	Α		
		CLERK/DRIVER	OR-4			
CECGA008	CMD GP	INTERPRETER	OF-2	А		
		PROTOCOL OFFICER	OF-3	А		
CECGA009	CMD GP	PHOTO TECHNICIAN /CAMERAMAN	OR-8	А		
CECGA010	CMD GP	CLERK/DRIVER	OR-4	А		

# OFFICE OF THE DEPUTY COMMANDER (OPERATIONS)

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECGB001	CMD GP	DEPUTY BDE COMMANDER	OF-5	A		ROTATIONAL
CECGB002	CMD GP	EXECUTIVE OFFICER	OF-2	A		SAME NAT AS CE CGB001
CECGB003	CMD GP	CLERK/DRIVER	OR-4	A		SAME NAT AS CE CGB001

3

# OFFICE OF THE DEPUTY COMMANDER (LOGISTICS/CIMIC)

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECGC001	CMD GP	DEPUTY BDE COMMANDER	OF-5	A		ROTATIONAL
CECGC002	CMD GP	EXECUTIVE OFFICER	OF-2	A		SAME NAT AS CE CGC001
CECGC003	CMD GP	CLERK/DRIVER	OR-4	A		SAME NAT AS CE CGC001

3

OFFICE OF THE CHIEF OF STAFF 3-2

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECOS001	COS	CHIEF OF STAFF	OF-5	А	HOST NATION	NUCLEUS STAFF
CECOS002	COS	CLERK/DRIVER	OR-5	Α		SAME NAT AS CE
						COS001/N.STAFF
CECOS003	COS	SECCOS	OF-4	А		<b>NUCLEUS STAFF</b>
CECOS004	COS	CLERK/DRIVER	OR-4	Α		<b>NUCLEUS STAFF</b>
CECOS005	COS	LEGAL ADVISOR	OF-3	Α	HOST NATION	NUCLEUS STAFF
CECOS006	COS	CLERK/DRIVER	OR-5	Α		NUCLEUS STAFF
CECOS007	COS	LIAISON OFF	OF-3	Α		
CECOS008	COS	CLERK/DRIVER	OR-4	Α		
CECOS009	COS	LIAISON OFF	OF-3	А		
CECOS010	COS	CLERK/DRIVER	OR-4	A		

10

### OFFICE OF THE DEPUTY COS OPERATIONS

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CEDCOS001	DCOS	DEPUTY CHIEF OF STAFF	OF-5	A		ROTATIONAL CH OF OPSCEN
CEDCOS002	DCOS	CLERK/DRIVER	OR-4	A		SAME NAT AS CEDCOS001

2

### OFFICE OF THE DEPUTY COS SUPPORT

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CEDCOSS001	DCOS	DEPUTY CHIEF OF STAFF	OF-5	A		ROTATIONAL CH OF OPSCEN
CEDCOSS002	DCOS	CLERK/DRIVER	OR-4	A		SAME NAT AS CEDCOSS001

# OFFICE OF THE CHIEF CG-1 (PERSONNEL)

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG101	CG-1	CHIEF CG-1	OF-4	А		NUCLEUS STAFF
CECG102	CG-1	PLANS OFFICER	OF-3	А		NUCLEUS STAFF
CECG103	CG-1	MANPOWER OFF	OF-3	А		
CECG104	CG-1	PROVOST MARSHALL	OF-3	A		
CECG105	CG-1	DRIVER	OR-3	Α		
CECG106	CG-1	CHAPLAIN/ RELIGIOUS AFFAIRS OFF	OF-2	А		
CECG107	CG-1	CLERK/DRIVER	OR-3	А		
CECG108	CG-1	CLERK/DRIVER	OR-4	А		NUCLEUS STAFF

# OFFICE OF THE CHIEF CG-2 (INTELLIGENCE & CI)

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG201	CG-2	CHIEF CG-2	OF-4	А		NUCLEUS STAFF
CECG202	CG-2	PLANS OFFICER	OF-3	А		
CECG203	CG-2	INTEL ANALYSIST	OF-3	А		
CECG204	CG-2	INTEL ANALYSIST	OF-2	А		
CECG205	CG-2	INTEL SPECIALIST	OF-2	A		
CECG206	CG-2	INTEL NCO	OR-6	А		
CECG207	CG-2	INTERPRETER	OF-2	A		HOST NATION/ ENGLISH
CECG208	CG-2	CI OFFICER	OF-2	А		
CECG209	CG-2	GEO OFF	OF-2	А		
CECG210	CG-2	CLERK/DRIVER	OR-3	А		
CECG211	CG-2	CLERK/DRIVER	OR-4	А		NUCLEUS STAFF

3-4
OFFICE OF THE CHIEF CG-3 (OPERATIONS&TRAINING)

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG301	CG-3	CHIEF CG-3	OF-4	А		NUCLEUS STAFF
CECG302	CG-3	PLANS OFFICER	OF-3	А		
CECG303	CG-3	OPS OFFICER	OF-3	А		
CECG304	CG-3	OPS OFFICER	OF-2	А		
CECG305	CG-3	TRNG OFFICER	OF-3	А		<b>NUCLEUS STAFF</b>
CECG306	CG-3	REPORTS SPECIALIST	OR-8	А		
CECG307	CG-3	OPS NCO	OR-6	Α		
CECG308	CG-3	OPS NCO	OR-6	Α		
CECG309	CG-3	FORCE PROTECTION OFF	OF-2	A		
CECG310	CG-3	CLERK/DRIVER	OR-3	А		
CECG311	CG-3	CLERK/DRIVER	OR-4	А		NUCLEUS STAFF

11

# OFFICE OF THE CHIEF CG-4 (LOGISTICS)

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG401	CG-4	CHIEF CG-4	OF-4	A		NUCLEUS STAFF
CECG402	CG-4	PLANS OFFICER	OF-3	A		
CECG403	CG-4	LOG OPS OFF	OF-2	A		
CECG404	CG-4	MOVEMENT OFF	OF-2	Α		
CECG405	CG-4	INFRA OFF	OF-3	Α		
CECG406	CG-4	SUPPLY OFFICER	OF-2	Α		
CECG407	CG-4	MAINTENANCE	OF-2	Α		
		OFF				
CECG408	CG-4	MED OFFICER	OF-2	Α		
CECG409	CG-4	CLERK/DRIVER	OR-3	A		
CECG410	CG-4	CLERK/DRIVER	OR-4	А		NUCLEUS STAFF

3-5 OFFICE OF THE CHIEF CG-5 (CIMIC)

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG501	CG-5	CHIEF CG-5	OF-4	Α		NUCLEUS STAFF
CECG502	CG-5	PLANS OFFICER	OF-3	Α		NUCLEUS STAFF
CECG503	CG-5	OPS OFFICER	OF-3	А		
CECG504	CG-5	OPS OFFICER	OF-3	А		
CECG505	CG-5	LNO (LOCAL)	OF-3	A		CONTACTS LOCAL OFFICIALS
CECG506	CG-5	DRIVER	OR-3	Α		
CECG507	CG-5	LNO (NGO)	OF-2	A		CONTACTS NON- GOVERNMENTAL ORGANIZATIONS
CECG508	CG-5	DRIVER	OR-3	A		
CECG509	CG-5	LNO (GO)	OF-3	A		CONTACTS GOVERNMENTAL ORGANIZATIONS
CECG510	CG-5	DRIVER	OR-3	A		
CECG511	CG-5	INTERPRETER	OF-2	A		HOST NATION/ ENGLISH
CECG512	CG-5	CLERK/DRIVER	OR-4	Α		NUCLEUS STAFF
	•	· ·		•	•	12

**OFFICE OF THE CHIEF CG-6 (SIGNAL)** 

			I THE CHIEF CG-0	(CICIAAL)		
CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG601	CG-6	CHIEF CG-6	OF-4	Α		NUCLEUS STAFF
CECG602	CG-6	PLANS OFF	OF-3	Α		
CECG603	CG-6	SIGNAL OPS OFF	OF-3	A		
CECG604	CG-6	FREQUENCY	OF-2	A		
		MGMT OFF				
CECG605	CG-6	CIRCUIT	OF-2	A		
		MANAGER				
CECG606	CG-6	TECH. SPECIALIST	OR-6	A		
CECG607	CG-6	ADP SPECIALIST	OR-7	A		
CECG608	CG-6	CLERK/DRIVER	OR-3	A		
CECG609	CG-6	CLERK/DRIVER	OR-4	Α		<b>NUCLEUS STAFF</b>

3-6

### **OFFICE OF THE CHIEF CG-7 (ENGINEER)**

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG701	CG-7	CHIEF CG-7	OF-4	A		NUCLEUS STAFF
CECG702	CG-7	ENG PLANS OFF	OF-3	Α		
CECG703	CG-7	ENF OFF	OF-3	A		
CECG704	CG-7	ENG OPS OFF	OF-2	A		
CECG705	CG-7	CLERK/DRIVER	OR-3	A		
CECG706	CG-7	CLERK/DRIVER	OR-4	A		NUCLEUS STAFF

### **OFFICE OF THE CHIEF CG-8 (BUDFIN)**

6

6

**CE NO** SOURCE DIVN **JOB TITLE RANK SVC REMARKS** CECG801 CG-8 CHIEF CG-8 OF-4 **NUCLEUS STAFF** CECG802 CG-8 FUND MANAGER OF-3 Α CECG803 CG-8 CONTRACTING OF-2 Α **OFFICER** REIMBURSEMENT CECG804 CG-8 OF-2 Α OFFICER CECG805 CG-8 CLERK/DRIVER OR-3 Α CECG806 CG-8 CLERK/DRIVER OR-4 Α **NUCLEUS STAFF** 

**TOTAL: 103** 

1 BG (OF-6)

4 COL (OF-5)

11 LTC (OF-4)

26 MAJ (OF-3)

23 CPT (OF-2)

11 NCO (OR-5/OR-9)

27 PVT/CPL (OR-1/OR-4)

3-7

### **APPENDIX-4**

# **NUCLEUS STAFF OF HQ SEEBRIG (PE1HQNUC)**

### OFFICE OF THE BDE COMMANDER

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECGA001	PECGA001	BDE COMMANDER	OF-6	A		ROTATIONAL
CECGA001	PECGA001	MILITARY ASSISTANT/ADC	OF-3	А		SAME NAT AS PE CGA001
CECGA003	PECGA001	CLERK/DRIVER	OR-6	A		SAME NAT AS PE CGA001

3

### OFFICE OF THE CHIEF OF STAFF

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECOS001	PECOS001	CHIEF OF STAFF	OF-5	А	HOST NATION	
CECOS002	PECOS002	CLERK/DRIVER	OR-5	A		SAME NAT AS CE COS001
CECOS003	PECOS003	SECCOS	OF-4	Α		
CECOS004	PECOS004	CLERK/DRIVER	OR-5/6	Α		
CECOS005	PECOS005	LEGAL ADVISER	OF-3/4	Α	HOST NATION	
CECOS006	PECOS006	CLERK/DRIVER	OR-4/&	Α		

### OFFICE OF THE DEPUTY COS OPERATIONS

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CEDCOS001	DCOS	DEPUTY CHIEF OF STAFF	OF-5	A		ROTATIONAL CH OF OPSCEN
CEDCOS002	DCOS	CLERK/DRIVER	OR-4	А		SAME NAT AS CEDCOS001

2

### OFFICE OF THE DEPUTY COS SUPPORT

CE NO	DIVN	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CEDCOSS001	DCOS	DEPUTY CHIEF OF STAFF	OF-5	А		ROTATIONAL CH OF OPSCEN
CEDCOSS002	DCOS	CLERK/DRIVER	OR-4	A		SAME NAT AS CEDCOSS001

2

### **OFFICE OF THE CHIEF CG-1 (PERSONNEL)**

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG101	PECG101	CHIEF CG-1	OF-4	Α		PROTOCOL OFF.
CECG102	PECG102	PLANS OFFICER	OF-3	A		MANPOWER OFF.
CECG108	PECG103	CLERK/DRIVER	OR-4/6	Α		

3

# OFFICE OF THE CHIEF CG-2 (INTELLIGENCE & CI)

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG201	PECG201	CHIEF CG-2	OF-4	А		PLANS OFFICER

CECG211	PECG202	CLERK/DRIVER	OR-4/6	А	
					2

# OFFICE OF THE CHIEF CG-3 (OPERATIONS&TRAINING)

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG301	PECG301	CHIEF CG-3	OF-4	Α		PLANS OFFICER
CECG305	PECG302	TRNG OFFICER	OF-3	Α		
CECG311	PECG303	CLERK/DRIVER	OR-4	Α		

3

# OFFICE OF THE CHIEF CG-4 (LOGISTICS)

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG401	PECG401	CHIEF CG-4	OF-4	А		PLANS/ MOVEMENT OFF.
CECG410	PECG402	CLERK/DRIVER	OR-4	A		

•

# OFFICE OF THE CHIEF CG-5 (CIMIC)

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG501	PECG501	CHIEF CG-5	OF-4	Α		
CECG502	PECG502	PLANS OFFICER	OF-3	Α	HOST NATION	PI OFF.
CECG512	PECG503	CLERK/DRIVER	OR-4	A		

3

### OFFICE OF THE CHIEF CG-6 (SIGNAL)

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG601	PECG601	CHIEF CG-6	OF-4	Α		PLANS OFF.

CECG609	PECG602	CLERK/DRIVER	OR-4	А		
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2

# OFFICE OF THE CHIEF CG-7 (ENGINEER)

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG701	PECG701	CHIEF CG-7	OF-4	А		ENG PLANS OFF
CECG706	PECG702	CLERK/DRIVER	OR-4	А		

2

# OFFICE OF THE CHIEF CG-8 (BUDFIN)

CE NO	PE NO	JOB TITLE	RANK	SVC	SOURCE	REMARKS
CECG801	PECG801	CHIEF CG-8	OF-4	Α		FUND MANAGER
CECG806	PECG802	CLERK/DRIVER	OR-4	А		

TOTAL: 32

1 BG (OF-6)

3 COL (OF-5) 10 LTC (OF-4) 3 MAJ (OF-3)

1 CPT (OF-2)

14 NCO

4-4

# ANNEX- C TO THE AGREEMENT ON THE MULTINATIONAL PEACE FORCE SOUTH-EASTERN EUROPE "FORCE HEADQUARTERS"

### 1. PURPOSE AND SCOPE:

- a. The purpose of this Annex is:
- (1) To make provision for the operating procedures, stationing, manning, funding, administrative and logistical support of HQ South-Eastern Europe Brigade (SEEBRIG) to include the NUCLEUS Staff.
- (2) To deal with the status of HQ SEEBRIG and HQ SEEBRIG/NUCLEUS Staff, and that of the personnel assigned to them.
- (3) To indicate national commitments in terms of provision of personnel to HQ.
- b. The HQ SEEBRIG/NUCLEUS Staff forms the standing part of the HQ SEEBRIG. The HQ SEEBRIG/NUCLEUS Staff is established to support the SEEBRIG by exercising routine functions and upon activation of the Force -for exercises and operations- to become the nucleus of the deployed HQ SEEBRIG.

### 2. ORGANIZATION OF HQ SEEBRIG AND HQ SEEBRIG/NUCLEUS STAFF:

- a. The structure of the HQ SEEBRIG and the HQ SEEBRIG/NUCLEUS Staff are given at Appendices 1 and 2. The Contingency Establishment (CE) for the HQ SEEBRIG and Personnel Establishment (PE) for the HQ SEEBRIG/NUCLEUS Staff are included in Appendices 3 and 4.
- b. The post allocations -and national commitments to fill- in the HQ SEEBRIG and the HQ SEEBRIG/NUCLEUS Staff are also indicated in Appendices 3 and 4 respectively.
- c. Any supplement to or reduction in the agreed post allocations, or any change in agreed post allocation shall only be effected after agreement thereto in writing by all participants.
- d. HQ SEEBRIG and HQ SEEBRIG/NUCLEUS Staff will employ personnel in accordance with the relevant job descriptions. Job descriptions, including any changes to them, will be subject to the concurrence of all the Parties.
- e. COMSEEBRIG, in order to meet the personnel requirements of special nature and for limited period of time, may invite the Parties, in accordance with the procedures described in Article IV (Political and Military Consultation and Decision-Making), to provide Voluntary National Contribution (VNC) personnel in addition to PE personnel. In this case, all Parties would be informed of the requirement, justification, area of expertise and the number of personnel, simultaneously.

- f. Observer nations' Liaison Officers:
- Observer nations (currently Slovenia and the United States) are entitled to assign liaison officers (each country one officer) to the permanent HQ SEEBRIG.
- (2) The basic function of Liaison officers would be to facilitate liaison and improve cooperation between the HQ SEEBRIG and their respective national HQs.
- (3) The provisions of this Agreement are applicable to liaison officers as appropriate and they are expected to comply with them as well as with the internal rules/SOPs of HQ SEEBRIG.
- (4) Assignment of liaison officers to HQ SEEBRIG from any other country would require separate arrangements, based on explicit approval of the Parties, in accordance with art.II, para 4 of the Agreement.

### 3. THE FUNCTIONS OF HQ SEEBRIG:

The task of HQ SEEBRIG, under the direction of the COMSEEBRIG, is to exercise command and control of troops deployed in accordance with contingency plans and to carry out routine training and other functions of the Force.

#### 4. THE HQ SEEBRIG/NUCLEUS STAFF:

### a. ACTIVATION:

The HQ SEEBRIG/NUCLEUS Staff will be functional in 6 months after the entry-into-force of this Agreement.

### b. TASK AND ROLES:

- (1) The HQ SEEBRIG/NUCLEUS Staff will work under the direction of COMSEEBRIG and supervision of PMSC, in close coordination and consultation with respective national HQs.
- (2) As its pre-deployment functions, the HQ SEEBRIG/NUCLEUS Staff will:
- (a) develop Standard Operating Procedures (SOPs) for the HQ SEEBRIG,
- (b) develop databases and options for strategic movement necessary to reduce planning and deployment time in advance of any actual deployment,
- (c) prepare proposals for annual program to include training and exercises for consideration by PMSC,
- (d) plan and conduct operational and logistic training and exercises based on the decisions of the Politico-Military Steering Committee,

- (e) develop generic Contingency Operations Plans,
- (f) submit an annual report to the relevant authorities of the participating nations,
  - (g) prepare a set of rules of engagement,
- (h) participate in fact-finding missions to be conducted in preparation for missions involving the deployment and employment of the Brigade,
  - (i) collect and evaluate lessons learned from previous missions,
  - (j) perform any other tasks which it has been directed for.
- (3) As the core structure of the SEEBRIG staff, the HQ SEEBRIG/NUCLEUS Staff will be deployable with the SEEBRIG. All personnel assigned to the HQ SEEBRIG/NUCLEUS Staff will, in principle, be deployed with the Brigade Staff during deployments.
- (4) At least one full-scale study-period of 1-2 week(s) is to be held each year by the HQ SEEBRIG/NUCLEUS Staff with the participation of key personnel from the assigned troops, with the aim of maintaining HQ efficiency.

#### c. STATUS OF THE HQ SEEBRIG/NUCLEUS STAFF PERSONNEL:

- (1) Unless it is otherwise stated in this Agreement and its Annexes, the provisions of the Further Additional Protocol to the PfP SOFA are applicable with respect to activities of HQ SEEBRIG and its personnel, in accordance with the provisions of art. XI, para 1. of the Agreement.
- (2) The staff personnel will wear their own national uniform on duty.

### 5. THE FUNCTIONS OF KEY COMMAND POSTS:

- a. TERMS OF REFERENCE (TOR) FOR SEEBRIG COMMANDER (COMSEEBRIG):
- (1) COMSEEBRIG will be appointed for a period of two years and the post will rotate among Parties, Host Nation excluded.
  - (2) COMSEEBRIG will hold the rank of Brigadier General.
- (3) COMSEEBRIG will participate in PMSC Meetings and act as the focal point for the PMSC and National Senior officers and will duly represent the legal personality of HQ SEEBRIG.
- (4) COMSEBRIG is responsible for the full performance of the SEEBRIG. He will assume command of the units assigned to the SEEBRIG for specific missions/exercises, upon Transfer of Authority and will report to the Force Commander in theatre/exercise area, unless he himself is the designated Force Commander. He will have, in principle, Operational Control (OPCON) over the units

assigned to the SEEBRIG for specific missions/exercises.

- (5) The Brigade Commander shall have the right to issue orders to subordinate units when the SEEBRIG is undergoing joint training, preparing for action in an area of operation in which the SEEBRIG is going to participate and for the duration of such an operation.
- (6) The Brigade Commander will submit an annual report and status reports as necessary, to the Politico-Military Steering Committee with information copies to the relevant military authorities of the Parties.
  - (7) COMSEEBRIG will be responsible for the following:
    - (a) Peacetime/Prior to deployment:
      - (I) regular reporting to the PMSC/SEEBRIG,
- (II) direction of the HQ SEEBRIG/NUCLEUS Staff through the Deputy Commanders and/or the Chief of Staff/SEEBRIG,
  - (III) visits to units assigned to the SEEBRIG,
- (IV) initiation of and participation in fact finding missions on request,
- (V) preparation of annual programme for training and exercises for PMSC/SEBRIG approval,
- (VI) development of training standards for units for consideration by the PMSC/SEEBRIG,
  - (VII) development of guidelines for logistic interoperability,
- (VIII) submission of directives for the planning of exercise programs,
- (IX) initiation and direction of various small scale multinational activities e.g. command post exercises(CPX), computer assisted exercises (CAX) and seminars etc.,
- (X) perform any other tasks as directed by the PMSC/SEEBRIG.

### (b) During deployment:

- (I) exercise of command authority (OPCON) through the unit commanders placed under his Operational Command,
- (II) control of the multinational logistic elements and resources in the SEEBRIG,

- (III) coordination of issues of national interest or concern with National Senior Officers, (Issues of concern to COMSEEBRIG e.g. unit performance, discipline will likewise be directed to the National Senior Officers.),
- (IV) coordination with other commanders, agencies, non-governmental organizations and with local authorities in the Mission Area, as directed by the Force Commander, (if there is one),
  - (V) maintaining the integrity and security of the SEEBRIG.

### b. DEPUTY COMMANDERS (DCOMs):

- (1) There will be two Deputy Commanders -DCOM Operations and DCOM Support. Each will be appointed for a period of two years and the post will rotate among Parties. Host Nation is excluded from DCOM rotation.
- (2) DCOM OPS is responsible for intelligence, operations, civil operations and engineer.
  - (3) DCOM SUP is responsible for personnel, logistics, CIS and finance.
  - (4) DCOMs/SEEBRIG will hold the rank of Colonel.
- (5) DCOMs/SEEBRIG will be held by different nationalities than COMSEEBRIG.
- (6) DCOMs will discharge their respective duties as directed by COMSEBRIG.
- (7) DCOMs/SEEBRIG will deploy with the SEEBRIG in both exercises and contingencies.
- (8) Senior DCOM/SEEBRIG must be prepared to take over the duties of COMSEEBRIG as required.

### c. CHIEF OF STAFF/SEEBRIG:

- (1) COS/SEEBRIG will be appointed for a period of two years by the Host Nation.
  - (2) COS/SEEBRIG will hold the rank of Colonel.
- (3) The COS/SEEBRIG is head of the HQ SEEBRIG/NUCLEUS Staff at peacetime and head of the SEEBRIG Tactical Operations Center (TOC) during deployment. The task of the COS/SEEBRIG at peacetime is to direct and manage the establishment and running of the HQ SEEBRIG/NUCLEUS STAFF in accordance with this Annex.
  - (4) The COS/SEEBRIG will be responsible for the following:

- (a) Running and directing the HQ SEEBRIG/NUCLEUS Staff during deployment,
- (b) Ensuring the economic use of the common funds connected to the HQ SEEBRIG/NUCLEUS Staff,
- (c) Training and exercising the HQ SEEBRIG/NUCLEUS Staff and the augmentation part of the HQ SEEBRIG.
  - (d) Supervision of contingency/operational planning.
- (e) Any other tasks which he is directed to perform by COMSEEBRIG.
  - d. DEPUTY CHIEFS OF STAFF/SEEBRIG (DCOSs):
    - (1) There will be two DCOSs -DCOS Operations and DCOS Support.
- (2) DCOSs/SEEBRIG will be appointed for a period of two years. The posts will rotate among the Parties. Host nation is excluded from DCOSs rotation.
  - (3) DCOSs/SEEBRIG will hold the rank of Colonel.
- (4) DCOS OPS/SEEBRIG is the alternate head of the HQ SEEBRIG TOC during deployment.
- (5) DCOSs/SEEBRIG will be responsible for any other tasks which they are directed to perform by COS/SEEBRIG.

### 6. FUNCTIONAL AREAS OF HQ SEEBRIG AND NUCLEUS STAFF:

- a. G-1 (PERSONNEL): Plans, reporting and status, linguistic support, welfare, religion, morale, casualties, detention of individuals, protocol/visits (if Protocol Office has not been activated), medals/ awards, international efficiency reports and Military Police (In coordination with G2, G3 and G4).
- b. G-2 (INTELLIGENCE): Intelligence plans, assessment/production and briefings, security policy and geographic support, liaison with National Intelligence Elements/teams.
- c. G-3 (OPERATIONS): Plans, current Ops & Exercises, TOC, liaison with higher and adjacent HQs,
- d. G-4 (LOGISTICS): Resources -less manpower- reporting and status, logistic plans, SOPs, logistic support, medical support, movement functions,
- e. G-5 (CIMIC): CIMIC plans and policies, CIMIC Center, Joint Military Commission/JMC, programmes and projects, liaison with local authorities and NGOs and Public Information if PIO is not activated.

- f. G-6 (CIS): Planning & Management C4 support, plans,
- g. G-7 (ENGINEER): Brigade mobility/counter mobility and protection functions, support to local authorities and NGOs,
- h. G-8 (BUDFIN): Resources management and budget programming, financial reporting and status, finance and accounting, budget and disbursing, contracts and property management, (Chief BUDFIN does have direct access to COMSEEBRIG),
- i. PIO (PUBLIC INFORMATION) : Public information policy, PI Center/Press releases, liaison with mass media,
- j. LEGAL ADVISOR: Advice COMSEEBRIG on legal aspects, support the Staff with legal expertise,
- k. POLITICAL ADVISOR: Advice COMSEEBRIG on political issues regarding the mission/exercises,

#### 7. RESPONSIBILITIES OF THE PARTIES:

#### a. NATIONAL RESPONSIBILITIES:

- (1) Parties will assign appropriate personnel to HQ SEEBRIG to fill the posts as allocated therein (Appendices 3 and 4) to each participant in order to ensure that HQ SEEBRIG is fully and efficiently manned.
- (2) The parties assume responsibility to man those posts allocated, continuously and with personnel of appropriate rank, expertise, language ability, and the required mental, physical and -in some cases academic capacity, as to be described in respective Job Descriptions.

#### b. HOST NATION RESPONSIBILITIES:

The Host Nation will be responsible for the provision of Host Nation Support to the HQ SEEBRIG/NUCLEUS Staff and its personnel as described in Annex-D (HNS)

### **APPENDICES**

APPENDIX 1: Structure of the HQ SEEBRIG

APPENDIX 2: Structure of the HQ SEEBRIG/NUCLEUS Staff

APPENDIX 3: Contingency Establishment (CE) for the HQ SEEBRIG

APPENDIX 4: Personnel Establishment (PE) for the HQ

SEEBRIG/NUCLEUS Staff

### ANNEX D - HOST NATION SUPPORT FOR THE ESTABLISHMENT AND FUNCTIONING OF THE PERMANENT HQ OF THE MULTINATIONAL PEACE FORCE IN SOUTH-EASTERN EUROPE (MPFSEE)

# ARTICLE I PURPOSE

- 1. The purpose of this Annex is to identify and detail the support provided by the Host Nation for the establishment and functioning of the permanent HQ of MPFSEE, as well as, the principles and the procedures to follow.
- 2. This Annex will specify all types of support, sources and methods of payment, as necessary, as well as any other special arrangements.
- 3. The stipulations of this Annex, once approved by the Parties, in connection with Annex E (Finance), represent the obligation of the Host Nation to ensure the specified support to the permanent HQ of MPFSEE, in accordance with the principles detailed below.

# ARTICLE II DEFINITIONS

- 1. <u>Host Nation</u> means the country, on whose territory the permanent HQ of MPFSEE is located.
- 2. <u>Host Nation Support</u> means the support provided by the Host Nation to the MPFSEE HQ, Nucleus Staff and their dependents.
- 3. <u>Common Funds</u> means those funds provided by the Parties, according to the financial Annex, included in the common budget, and only used to meet common expenditure
- 4. <u>Start-up costs</u> are those costs necessary for the constitution of the permanent HQ of MPFSEE until it starts functioning.
- 5. <u>Nucleus Staff</u> means the key headquarters personnel, permanently provided by the Parties and put under COMSEEBRIG authority for routine planning and other staff functions as detailed in Annex C (Force HQ) Appendix 4 (Nucleus Staff).
- 6. <u>Dependent</u> means the spouse of a member of the Nucleus Staff or a child of such member, depending on him or her for support.

# ARTICLE III GENERAL PRINCIPLES

- 1. Host Nation agrees to ensure the infrastructure, necessary facilities and equipment for the permanent HQ of MPFSEE and its functioning.
- 2. Host Nation agrees to ensure support for the permanent HQ of MPFSEE during its entire activity, as long as it is located on its territory.
  - 3. Other arrangements for Host Nation Support could be agreed on bilateral basis.

# ARTICLE IV THE ESTABLISHMENT OF THE PERMANENT HQ OF MPFSEE

- 1. For a good functioning of the permanent HQ of MPFSEE, the Host Nation will provide, free of charge, the following infrastructure, facilities and services:
  - workrooms (offices, library, conference and protocol rooms etc.);
  - social rooms (club, gym, showers, sauna, sport fields etc.);
  - rooms for preparing and serving the meal;
  - toilets:
  - medical dispensary and dental treatment facility;
  - parking lots;
  - depots:
  - rooms for security personnel;
  - furniture and equipment adequate to functional necessities;
  - communication and information systems:
    - . internal phone network;
    - . access to commercial phone network;
    - . internal information network including both hardware and software;
    - . automatic data processing equipment:
  - . access to the civil or military international data transfer network.
  - assistance in ensuring the accommodation in the nearest urban area.
  - transportation to and from accommodation area and security provision;
- 2. Upon selection of the location of permanent HQ of MPFSEE, hence the Host Nation, a joint study group will be established and tasked, based on a local reconnaissance to decide on the final composition and exact type of material, moral and other requirements within the framework of Host Nation support.
  - 3. The Start-Up Costs, will be covered by the Host Nation.

# ARTICLE V PRINCIPLES OF THE HOST NATION SUPPORT FOR THE FUNCTIONING OF THE PERMANENT HQ OF MPFSEE

- 1. The Host Nation will act as Contracting and Procurement Agent on behalf of the permanent HQ of MPFSEE in purchasing matters, leasing and other legally binding arrangements. For ensuring the agreed support, the Host Nation will make the necessary arrangements with the relevant civil or military agencies, and local contractors. These arrangements will be approved by the Parties through their representatives specified in the next paragraph (para.2)
- 2. The permanent HQ of MPFSEE will designate an officer, and an office of primary responsibility (OPR) for coordination of the HNS, and will notify the Host Nation of the persons authorized to forward requests in particular areas and of their competencies. The OPR contracting and leasing activities will be supervised by a board composed of representatives of the Parties;
- 3. Host Nation will also designate an OPR and the necessary personnel for the fulfillment of its obligations.
- 4. COMMPFSEE is entitled to make direct purchases of goods and services, as necessary.
- 5. The Host Nation and the permanent HQ of MPFSEE will keep, at least for 5 years, the necessary administrative and financial records, including for the reimbursement of the provided support.
- 6. In their relations with the Host Nation, on the HNS matters, the Parties agree to be represented by their senior officers serving in the permanent HQ of MPFSEE.
- 7. The type of support provided by the Host Nation and the methods of payment are listed in Appendix 1.
- 8. For ordering, reception and delivery (ORD) of goods and services provided by the Host Nation an ORD FORM (TBD) will be used. The completion and signature of the ORD FORM will be accepted as evidence of the service/good provided in the required and proper conditions. The ORD FORM to become valid, will include, as a minimum, the following details: date, place of issue, description and quantity/quality of the support provided, name, rank, and signature of the authorized officers of the permanent HQ of MPFSEE and the Host Nation.
- 9. The price for the support provided will be calculated in such way that will not include any element of profit or loss for the Host Nation.
- 10. The payment of the O&M costs for the functioning of the permanent HQ of MPFSEE will be made from the MPFSEE common budget through the procedures detailed in Annex E (Finance).

- 11. Host Nation is to provide the HQ company and the signal company at the appropriate readiness level in order to provide support for the permanent HQ of MPFSEE with the essential functions. All costs related to HQ COY and the signal COY, with the exception of costs of "POL", maintenance and other consumables/expendables directly related to transportation/movement support to the permanent HQ of MPFSEE, are part of the Host Nation responsibility and are not reimbursed.
- 12. Major activities such as exercises, operations, or other large scale activities, away from the location of the permanent HQ of MPFSEE would require separate arrangements on HNS matters.
  - 13. Host Nation also agrees to provide the following:
    - a. Assistance in ensuring appropriate accommodation to the permanent HQ of MPFSEE personnel in the nearest urban area;
    - b. Transport to and from accommodation,
    - c. Security to the permanent HQ of MPFSEE and personnel accommodation housing area, if applicable;
    - d. Issuing of POL coupons, free of taxes, for private use.
- 14. Upon a request of a Party or the permanent HQ of MPFSEE addressed to the Host Nation for transport or disposal of property belonging to them, HN will provide support based on the following procedures:
  - a. The owning Party of the property has to submit instructions to the Host Nation regarding the manner of transport or disposal of that property. This notification must be submitted to HN with three months in advance;
  - b. Packaging and transportation costs for return and disposal of property will be paid by the owning party.
- 15. The permanent HQ of MPFSEE will develop the necessary SOPs for Host Nation support and procurement activities

# ARTICLE VI TAX EXEMPTION

- 1. Fuels and lubricants provided by the Host Nation or purchased by the permanent HQ of MPFSEE will be free of any taxes according to the Host Nation legislation. The Parties will agree upon the return procedures of VAT or any other taxes paid when purchasing fuels and lubricants;
  - 2. The goods temporarily imported or locally purchased and later on exported, for the

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# $\begin{array}{c} \text{HOST NATION SUPPORT FOR THE NUCLEUS STAFF HQ} \\ \text{Annex D} \end{array}$

activity of the permanent HQ of the MPFSEE will be exempt from customs duties, customs drawbacks, taxes and excises according to the Host Nation legislation.

# $\begin{array}{c} \text{HOST NATION SUPPORT FOR THE NUCLEUS STAFF HQ} \\ & \text{Annex D} \end{array}$

### ANNEX D APPENDIX 1

### HOST NATION SUPPORT FOR THE ESTABLISHMENT AND FUNCTIONING OF THE PERMANENT HQ OF MPFSEE

No		METHOD OF PAYMENT				
	TYPE OF SUPPORT	Free of charge	Pay by individuals/	Reimbur sement	Special agree- ment	
1.	Use of workspaces (library, offices, conference and protocol rooms, etc.)	X				
2.	Use of afferent furniture, from the workspaces indicated in paragraph 1	Х				
3.	Use of office equipment (computers, copying machines, communication equipment, etc.)	Х				
4.	Use of social and sports (indoor, outdoor) facilities	X				
5.	Use of training and exercises fields facilities	Х				
6.	Use of mess facilities	Х				
7.	Meals		Χ			
8.	Accommodation		Χ			
9.	Maintenance, modernization or special arrangements for the functional spaces assigned to the Nucleus Staff			X		
10.	Use of parking lots	Х				
11.	Laundry service		Χ			
12.	Cleaning service, including sanitation			X		
13.	Fire fighting	X				
14.	Potable and industrial water from military sources	X				
15.	Potable and industrial water from commercial sources			Х		
16.	Electric power			X		
17.	Dispensary type medical service and emergency dental treatment	X				
18.	Emergency, life-saving treatment in military hospitals to Nucleus Staff members and their dependents	X				

	Annex D	1				
No		METHOD OF PAYMENT				
	TYPE OF SUPPORT	Free of charge	Pay by individuals/Parties	Reimbur sement	Special agree- ment	
19.	Hospital and medical/dental treatment, other than indicated in paragraphs 17, 18		X			
20.	Use of military depots facilities	Х				
21.	Local area mass-transportation between accommodation place and offices building	Х				
22.	Transportation other than indicated in paragraph 21		Х			
23.	Supply of POL			Χ		
24.	Supply of equipment, spares, and consumables				X	
25.	Costs of packaging and transportation for return of property			Х		
26.	Supplies and services obtained from commercial sources				Х	
27.	Communication through commercial network			Х		
28.	Communication through international military network				Х	
29.	Mail and postal services: -official -private		х	Х		
30.	Provision of currency				Χ	
31.	Provision of security of the area where the Nucleus Staff is located	Х				
32.	Trash disposal/recycling	Χ				
33.	POL coupons issuing		Χ			

#### **ANNEX E**

#### **FINANCE**

#### **ARTICLE 1 - SUBJECT**

- 1. This Annex outlines the financial principles, methods and procedures necessary for the establishment, functioning, training, operations and support of the Multinational Peace Force South-Eastern Europe (MPFSEE) and the terms upon which the MPFSEE budgeting is done.
- 2. Financial Procedures for Multinational Financing will be developed by the Permanent HQ (PHQ) MPFSEE for all financial aspects. This document will be approved by the Politico-Military Steering Committee (PMSC) and issued separately.

#### **ARTICLE 2 - PRINCIPLES**

- 1. Authority: The COMMPFSEE is authorized to execute, via his G8 staff office, the approved budget.
- 2. Transparency: Quarterly and Year-end reports, after submission to the PMSC, will also be available to all Parties.
- 3. Specific allocation of funds: All funds included in the budget will be specifically allocated in budgetary accounts. Re-allocation of funds, if necessary, will be approved by the PMSC.

### **ARTICLE 3 – DEFINITIONS AND PROCEDURES**

- 1. For the administrative and financial management of the Brigade and the PHQ MPFSEE the following definitions and procedures will be used:
- a. **Fiscal year**: The Fiscal Year (FY) begins on 1 January and ends on 31 December.
- b. **Currency.** The currency used for the budget plans, accounts and Parties' semestrial shares payments will be the US dollar. All statements and reports submitted to the PMSC will be prepared in US dollars. All payments to the local market will be made in the Host Nation (HN) currency. The exchange rate of the USD to the Host Nation currency is determined by the HN Central Bank (or a governmentally designated bank) periodically (periodicity TBD).
- c. **Financial sources.** For the financing of the Brigade the following sources will be used:

### (1) Common budget/funding:

All Parties agree to fund the HQ MPFSEE and the PHQ on a cost-sharing basis as defined in this Annex and to form a common budget, including costs incurred in the operational, exercise and emergency accounts. The common budget will cover following expenditure:

- (a) Operations and Maintenance (O&M) costs: O&M costs are necessary expenses to run the full PHQ MPFSEE, and costs other than investment costs, as defined in sub-Para (f), but including O&M expenses arising from deployment of the HQ MPFSEE outside of its permanent location.
- **(b)** Mission related costs such as: liaison, planning, training, exercises and deployment (operations) of the MPFSEE HQ;
- **(c)** Transportation costs associated with authorized temporary duty away from MPFSEE HQ where the duty is associated with the multinational role of MPFSEE HQ, while staying within the limits of HQ Annual Budget and Travel Plan;
- **(d)** Command, control, communications and Information Systems requirements (beyond the Host Nation responsibilities) to support PHQ MPFSEE in its peacetime location and HQ MPFSEE during deployment and in operations.
- **(e)** The costs incurred from claims (contractual and non-contractual) against the HQ MPFSEE.

### **(f)** Investment Costs:

Investment costs are those costs related to acquisitions. The investment costs which follow the start-up costs for the PHQ and the O&M costs will be financed through the common budget. Investment costs include:

- Field equipment,
- Communications equipment,
- Data processing equipment,
- Vehicle acquisition (if necessary),
- Office equipment
- All expenditures as defined as such by the PMSC.
- **(g)** Exercise costs: Exercise costs born by the HQ MPFSEE, when deployed and as directed by COMMPFSEE, will be funded from Common Budget according to the MPFSEE Exercise Funding Arrangements

document (to be developed).

- **(2) Host Nation Support:** The Host Nation will finance the start-up costs and provide the facilities as specified in Annex D.
- (3) National Funding: Each Party will be responsible for its direct national costs incurred for the direct support of its own forces:
- (a) Costs incurred during training and exercises, in preparation for participation in and during peace support operations to include equipping them up-to agreed standards.
  - **(b)** Personnel salaries,
- **(c)** Allowances including living, accommodation and per diems, payable under national regulations,
- **(d)** Transportation costs for posting to and from the HQ for personnel (including those of Voluntary National Contributions-VNCs) assigned to HQ MPFSEE, and any national support element or other national representation additional to that set out in the Force structure,
- **(e)** Any equipment or any personnel brought into HQ MPFSEE in excess of that provided by the Host Nation,
- **(f)** Communications expenses arising from national requirements,
- **(g)** Additional costs for any special facility or equipment required to meet national needs and of any operating costs where these can be separately identified by the Host Nation,
- **(h)** Claims resulting from claims (contractual and non-contractual) against the deployed national units in MPFSEE,
- (i) Any other miscellaneous expenses decided/agreed by all Parties.

### d. Cost sharing:

- (1) Cost share is each Party's contribution to the common budget which will be calculated on the number of PHQ MPFSEE Peace Establishment (PE) slots allocated to each Party. Vacant, rotational, and temporary augmentation slots will not affect cost share. In principle, the cost shares will be effective for the entire fiscal year. Therefore, any changes in the PE slot allocation during the FY will be effective on the cost shares of the Parties for the following FY.
- **(2)** Cost share percentages, calculated in accordance with subpara d. (3), will be approved by the PMSC and published as a separate document. This process will be repeated whenever the PE changes.

(3) The Following Cost Sharing Key will be used to calculate the Parties' contributions.

### N\*/S\*\* x 100

- $^{*}$  N stands for the number of PE slots allocated to the respective Party,
  - \*\* **S** stands for the total number of PE personnel.
- **e.** If a new Party joins the MPFSEE, It will make its contribution to the common budget as defined above and to the existing investment assets as determined by the PMSC.

### f. Common property:

Equipment purchased through common funds is the common property of the Parties. The status of the common property and the national equipment provided by the Host Nation for temporary use, will be recorded in separate inventory lists and such acquisitions will be included, as a full list, in annual reports. The common property items, paid with common funds will be reported in an inventory book (Assets Registry) and the financial comptroller will be responsible to keep this inventory updated. The Nucleus Staff will prepare detailed SOPs for acquiring common property, subject to approval of the PMSC.

**g.** Expenditure limits of the Financial Comptroller and COMMPFSEE will be determined in the Financial Procedures for Multinational Financing.

### h. Write-off authority:

- (1) The Property Accountability Officer is a dual-hatted officer from G-8 office and is responsible for initiating a report of survey whenever a prima facie case for write-off has been established. COMMPFSEE will develop detailed procedures for write-off subject to approval by PMSC.
- (2) Reports of survey shall contain all necessary details of the item(s) concerned, and outline the circumstances leading to the request for write-off.
- (3) Common property approved for write-off shall be disposed of in accordance with instructions of the approving authority.
- (4) Common property will be written off and disposed of whenever it has become unserviceable, discovered missing or damaged, or as directed by the Senior National Representatives (SNR) Board at PHQ MPFSEE.
- (5) The Financial Comptroller will develop detailed procedures for reporting and write-off of cash losses which will be subject to PMSC approval.

#### **ARTICLE 4 - BUDGET**

### 1. Preparation and Approval of the Budget:

- **a.** The MPFSEE Budget will be prepared by MPFSEE HQ and submitted to the Defense Ministerial Meeting for approval via PMSC.
- **b.** Estimates of the common budget for functioning of the MPFSEE HQ will be prepared by PHQ MPFSEE by 30<sup>th</sup> July of each year for the following fiscal year and four subsequent years. Before being submitted formally to the PMSC, the military requirements, upon which these estimates are based, will be reviewed by the SNR board. Thereafter, the PMSC will scrutinize and submit the budget to the Defense Ministerial meeting, for approval.

### 2. Budget Cycle.

a. The Parties agree that the Budget cycle will be organized as follows:

Deadlines	Item
1 Jan	Start of Fiscal Year (FY)
31 Jan	Parties' First Semester Shares due. HN submits invoices /if any/ for reimbursement
28 Feb	Compt. pays HN
31 Mar	Compt. submits previous Year-end report to the PMSC. Compt. submits interim Status of Payment's of Parties report to PMSC Meeting
31 Mar	First quarterly report to the PMSC
15 Apr	Compt. sends a call for shares due to the Parties
30 Jun	Parties' Second Semester Shares due
30 Jun	Second quarterly report to the PMSC
31 Jul	COMMPFSEE submits the proposed budget to PMSC for directives and recommendations
15 Sep	PMSC meeting approves the budget and submits it to the Ministers
30 Sep	Third quarterly report
31 Oct	Ministerial meeting approves the next year budget
15 Nov	Compt. sends a call for shares due to the Parties

#### 31 Dec End of Fiscal Year

b. Along with the quarterly reports, the COMMPFSEE is responsible for submitting requests to the PMSC for re-allocation of funds.

### 3. Budgetary and financial reports/statements and provisions:

- **a.** The HQ MPFSEE will prepare the following, according to the relevant detailed SOPs (TBD):
- (1) Next FY's budget including revenue and expenses budgetary accounts, with all the relevant documentation/justification.
- (2) Quarterly and Year-end financial reports accompanied by:
- (a) Expenses and proprietary accounts with all the relevant documentation.
- (b) Balance statement with all the relevant documentation.
  - (c) General, purchase and assets ledger/inventory.
- **b.** The above mentioned reports/statements will be submitted to the PMSC according to the provisions of Art. 4 para 2 of this Annex.

### **ARTICLE 5 - PAYMENT OF CONTRIBUTIONS**

- 1. In accordance with the agreed cost-sharing key outlined in the above Article 3, para d, funding of the shared element of the HQ MPFSEE budget will be provided by the Parties in two installments. The financial Comptroller will submit to the Parties the call for contributions by 15<sup>th</sup> April and 15<sup>th</sup> November each year. These funds will be due by 31<sup>st</sup> January and 30<sup>th</sup> June of the respective FY. Payments will be made in US dollars and free of charge for the PHQ MPFSEE.
- 2. In the first FY each Party will make an initial deposit in the amount calculated in accordance with the cost sharing key given in Article 3. The amount and payment deadline will be determined by the PMSC within 2 months after the entry into force of the Agreement. This deposit will be deducted from the first FY contribution, payable by the Party.
- 3. Contributions will be transferred to a bank which is designated by the Host Nation and approved by the PMSC.
- 4. The PMSC will be informed by the COMMPFSEE when a non-payment occurs. The PMSC will decide the proper actions to be taken relating to the continued participation of the Party which is in arrears and the financial

consequences to the PHQ.

5. If a need arises for supplementary funding of additional costs outside the normal funding cycle, requests and detailed justification will be submitted by the COMMPFSEE to the PMSC for approval. Upon approval by PMSC, the Parties will pay the supplementary shares within 60 days after the appropriate notification. Funding shortfalls for the current FY may also be requested in conjunction with the contribution call for the next FY.

### **ARTICLE 6 - INTEREST REVENUE AND EXPENDITURE SAVINGS**

Interest revenue and expenditure savings will be carried over from one FY to the next and will be included in the budgetary estimates.

### **ARTICLE 7 - ACCOUNTING**

- 1. The financial comptroller will be responsible in accordance with the Financial Administrative Procedures (to be developed) for the establishment and overall management of all bank accounts and postal /giro/ accounts. Transfers and withdrawals from bank accounts, etc., maintained by the financial comptroller will be authorized by two signatories (comptroller and the COMMPFSEE or an officer designated by the COMMPFSEE).
- 2. The financial comptroller will be appointed from a Party other than the HN.

### **ARTICLE 8 - AUDITING**

- 1. Auditing Rules and Procedures will be prepared by PHQ MPFSEE and submitted to PMSC for approval.
- 2. The Year-end Report with all relevant documentation (TBD) will be audited by auditors appointed by the PMSC. Reports of such audits will be submitted to the Ministerial meetings via PMSC and also be made available to the COMMPFSEE and each Party.

# ARTICLE 9 - PROCEDURES AFTER TERMINATION OR DENUNCIATION OF THE AGREEMENT

- 1. The termination of the Agreement will not affect the Parties' rights to extend claims on the MPFSEE expenditures.
- 2. The financial consequences resulting from the termination of the Agreement, including the determination of the residual value of the infrastructure, facilities and equipment subject to shared funding, will be settled by negotiations among the Parties. The residual value will be determined on the basis of the military or economic use and technical life of equipment and supplies.

balance of	its share f	or the currei	nt FY, if any	uncing Party , and shall b get of the ne:	e reimburs		