

TECHNICAL ARRANGEMENT

BETWEEN

THE MINISTRY OF INTERNAL AFFAIRS OF THE REPUBLIC OF MOLDOVA

AND

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

CONCERNING

THE PROVISION OF LOGISTIC SUPPORT IN

MULTINATIONAL SPECIALIZED UNIT (MSU) CAMP

INTRODUCTION

The Ministry of Internal Affairs of the Republic of Moldova and the Ministry of Defence of the Italian Republic, hereinafter referred to as “Participants”,

HAVING REGARD TO the provisions of the “Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the other States participating in the Partnership for Peace regarding the Status of their Forces (NATO PfP SOFA)”, dated 19th June 1995,

CONSIDERING the implementation of SACEUR Operation Plan 10501 Revise 3 Amendment 3 dated 27th September 2019,

TAKING INTO ACCOUNT the “Agreement between the Government of the Republic of Moldova and the Government of the Italian Republic on Defense Co-operation”, dated 6th December 2006 and entered into force on the 6th October 2010,

CONSIDERING the need to define the requirements and procedures of the logistic support provided by the LN to the Moldovan Participant contributing in the MSU,

have reached the following understanding:

SECTION 1 **DEFINITIONS**

1.1. Lead Nation (LN): the Italian Participant, which supports the Troop Contributing Nation participating in the MSU.

1.2. Troop Contributing Nation (TCN): the Moldovan Participant contributing with Military Personnel, including associated materials, supplies and equipment.

1.3. MSU Camp: the Italian Compound in Pristina from which the MSU operates.

1.4. Senior National Representative (SNR): the officer who represents LN (ITA SNR-higher national representative of Italy) and TCN (MDA SNR-higher national representative of the Republic of Moldova).

1.5. APOE: Air Port Of Embarkation.

1.6. KFOR: Kosovo Force.

1.7. APOD: Air Port Of Disembarkation.

SECTION 2 **GENERAL PROVISIONS**

2.1. This Technical Arrangement (TA) identifies the procedures by which the LN will provide logistic support to the TCN.

2.2. Logistical support for TCN:

- will include the provision of materials, equipment and services provided for in this TA;
- will be at the same standard as the support provided to the Italian forces participating in the MSU.

2.3. TCN will contribute a contingent of Moldavian carabinieri up to a platoon size, including individually deployed personnel.

2.4. The level of contribution (number of personnel and assets) of the Moldavian Carabinieri will be coordinated at the operational level between the Italian Command for Joint Operations (IT-CJO) and the General Commander of the General Inspectorate of Carabinieri of the Ministry of Internal Affairs of the Republic of Moldova at least six months in advance.

SECTION 3

LOGISTIC SUPPORT

3.1 The LN will provide, free of charge, the TCN with logistic support as specified in Annex A.

3.2 Other kind of support not listed in the above-mentioned Annex, if requested, will be provided by the LN, within means and capabilities, on a reimbursement basis at the same rate as the Italian Forces participating in the MSU are charged.

SECTION 4

UNIFORM AND EQUIPMENT

4.1. The personnel of the TCN will wear national uniform and will carry their service firearms, ammunition, coercive means, ballistic helmet, bullet proof vest and any other equipment necessary for the mission conduct, including vehicles.

SECTION 5

MEDICAL SUPPORT

5.1. TCN is responsible for:

- ensuring that its personnel is fit in terms of health for the participation in the mission;
- taking all appropriate preventive measures, such as vaccinations;
- providing first aid kits, including auto-injectors.

5.2. If requested, LN will provide medical services (first aid) at the Italian medical facility in MSU Camp free of charge.

5.3. The LN is responsible for evacuating casualties to the nearest higher level medical facilities. Strategic evacuation (STRATEVAC) is the responsibility of the TCN.

SECTION 6

COMMUNICATION SYSTEMS

6.1. LN will enable the installation of a TCN stand-alone satellite communications system to establish and maintain communication with the on-site TCN command structure in the vicinity of the National Support Element (NSE) building. The communication equipment will be provided by TCN. The LN allows minor constructional changes to the building where they facilitate satellite communications.

6.2. Tactical communications radio systems will be provided by LN to TCN personnel, including accessories to be used during the mission.

6.3. The Very High Frequency Command Network (VCN) radio system will be provided by KFOR to TCN personnel, including accessories to be used in the mission.

6.4. KFOR Theater System (TS) assets will be provided by KFOR to equip the vehicles intended to conduct the mission. TCN personnel will receive training in the use of KFOR TS.

6.5. Only classified (CLASS) certified KFOR CLASS radio systems will be used for CLASS communications.

SECTION 7

LOANS

7.1. Any item loaned to the TCN will be returned to the LN in advance to the departure from the theater. TCN ensures that the loaned items will be used with care and returned to the LN in the same condition in which they were received.

7.2. Whenever, at the end of the loan period, the items were lost or were returned damaged, TCN will reimburse the total cost for repairing or purchasing the items.

7.3. Normal wear and tear of the loaned material is not considered damage.

SECTION 8

STRATEGIC AIR LIFT

8.1. On request, the Italian Participant will provide free of charge the necessary transport for the roundtrip transportation of the Moldovan Forces from Italy to the theater of operations for two rotations per year.

8.2. In order to arrange airlift transportation, the Moldovan Participant has to submit to the Italian Participant relevant Office (IT CJO - Italian Command for Joint Operations) a transportation request. IT CJO will decide the best option on case by case basis. There are three options:

a) Airlift from Italy to theater of operation and vice versa with stopover in Moldova (Chişinău). The stopover request must:

- be required to IT CJO at least three months before the departure/arrival;
- include number of passengers.

b) Moldovan Forces personnel depart from Italy. In this case, the Moldovan Participant has the responsibility to deploy its personnel and its equipment to the designated Italian APOE/APOD defining in advance the customs authorization and granting, if necessary, diplomatic clearances for entering into Kosovo territory by the competent Authorities. Moldovan personnel and equipment transportation from Moldova to Italy and from Italy to Moldova will be arranged and paid by the Moldovan Participant. Any kind of support entering and/or transiting the Italian territory has to be requested in advance through the Moldovan Military Attaché accredited to Italy in accordance with the "Rules for Foreign Military Attachés accredited to the Government of the Italian Republic - Edition 2017". Once arrived at the APOE/APOD, Moldovan Forces will be supported by the Italian Forces deploying to Kosovo according to the provision of Section 3, where applicable.

c) Payment of roundtrip civilian ticket from/to the Republic of Moldova to/from the theater of operations.

8.3. In case of transiting through Moldovan airports, the Moldovan Participant will grant to the Italian national aircrafts and/or Italian full time chartered aircraft an exemption from national fees and charges for air transportation required in this context (i.e. fees for taxiing during landings/take offs).

8.4. In case of strategic airlift provided by the Italian Participant with national aircrafts, military Dangerous Goods will be transported in accordance with international law, and Italian Participant national legislation linked to national flying rules.

8.5. The Moldovan Participant has, furthermore, the following procedures responsibilities:

a) to apply and to coordinate the airlift requirements with the Italian Participant (IT CJO) at least four weeks in advance included Dangerous Goods;

b) to provide the IT CJO with the Moldovan Point of Contact responsible for the organization and coordination of the strategic movements;

c) to deploy its personnel and equipment at the designated APOE/APOD making them

ready for loading;

d) to provide data of the authorized passengers to be transported in accordance with the form in Annex B;

e) to assure that the material will be clear of all customs formalities before delivering it to the designated Italian APOE/APOD;

f) to undertake that personnel and luggage to be transported will be at the designated APOE four hours before the flight departure;

g) to guarantee that military cargo to be air lifted will be ready for loading at the designated military APOE within the working day before the flight departure;

h) each passenger will be allowed a maximum of 60 kg of personal luggage, including weapons and ammunition (a tolerance of 5 kg of extra luggage will be applied).

SECTION 9 **FINANCIAL PROCEDURES**

9.1. For any support not provided free of charge under this TA, the prices charged to TCN will be at the actual cost paid by LN without any additional profit.

9.2. The costs will be calculated by the relevant Italian Administrative Unit, which will issue an itemized invoice.

9.3. LN will deliver monthly to MDA SNR a detailed invoice, including individual costs and the total amount requested. MDA SNR will sign all invoices for approval.

9.4. Within 60 days of receipt of the invoice, TCN will reimburse LN by bank transfer to LN's designated bank account.

9.5. All payments will be made in Euros.

SECTION 10 **LEGAL ISSUES**

10.1. Cases of misconduct committed by LN or TCN members will be reviewed by the respective SNR in accordance with national law, mission directives and standard operating and administrative procedures.

10.2. Claims and obligations arising from the performance of this TA will be settled in accordance with the NATO PfP SOFA.

10.3. Any divergence regarding the interpretation or application of this TA will be resolved exclusively through consultations and negotiations between the Participants.

SECTION 11 **DISCLOSURE OF INFORMATION**

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

11.2. Classified information will be exchanged between Participants according to the "Agreement between the Government of the Republic of Moldova and the Government of the Italian Republic on Defense Co-operation", signed in Rome on 06.12.2006, and their national regulations governing the secrecy of information.

SECTION 12 **FINAL PROVISIONS**

12.1. This TA is concluded for an indefinite period and will come into effect on the date of the latest signature.

12.2. This TA can be modified and supplemented in writing, by mutual arrangement between the Participants.

12.3. Each of the Participants may denounce this TA, through a written notification, addressed to the other Participant, which will come into effect three months after the receipt of the notification by the other Participant.

12.4. This TA is signed in two original copies in the English language.

LIST OF ANNEXES

Annex A: Logistic Support

Annex B: ITA Air Transportation Request form

FOR THE MINISTRY OF
INTERNAL AFFAIRS OF THE
REPUBLIC OF MOLDOVA

FOR THE MINISTRY OF DEFENCE
OF THE ITALIAN REPUBLIC

Signature

Adrian EFROS

**Minister of Internal Affairs of the
Republic of Moldova**

Location, date

Signature

Vincenzo INGROSSO

Colonel

Military Attachè of Italy in Bucharest

Location, date

Chişinău 14.08.2024

LOGISTIC SUPPORT

ITEMS	COSTS	NOTES
Logistic Support within the MSU Camp	Free of charge	Including: - Accommodation; - Breakfast – Lunch – Dinner; - Bottled water (2 liters per day per person); - Power and water supply; - Cleaning services; - Garbage disposal and removal; - Sewage System; - Air conditioning; - Wi-Fi (10 GB); - Furniture; - Laundry/Bedclothes washing; - Weekly change of sheets and pillowcases; - Premises and camp maintenance; - Fuel, oils, and lubricants; - Specific needs (via Section Financial Procedures); - Car wash service; - Minor vehicle maintenance; - Office rooms; - First aid medical service; - Evacuation to higher level medical facilities; - Radio systems; - Weapons and ammunition storage; - Use of gym and other welfare and recreational facilities; - Camp Guarding; - Parking and storage spaces.

ANNEX B

AIR TRANSPORT REQUEST

SENDER	NATION
E-Mail	24h PHONE

DATE	FROM (ICAO)	TO (ICAO)	N° PAX	N° BAG	TOTAL WEIGHT (CARGO+AMMO+BAGGAGE)	NOTE
						(*)

(*) Specify if: Identity Card/Civilian Passport/Service Passport/Diplomatic Passport

ANNEX B

[illegible]

(*) Specify if Identity Card/Civilian Passport/Service Passport/Diplomatic Passport

(*) SPECIFIC PAX responsible for WEAPON BOXES (and for each PAX, where is WEAPON) and AMMO BOXES (1 box per pax with a maximum weight of 5 kg) - WEAPON and AMMO boxes are considered INDIVIDUAL EQUIPMENT and so not subordinate to CUSTOMS

ANNEX B

[illegible]

(*) Specify if the box is superimposable or not and if it is INDIVIDUAL EQUIPMENT or CARGO (only CARGO is subject to CUSTOMS)

ANNEX B

AMMUNITION MANIFEST

[illegible]

(*) Specify if the box is superimposable or not and if it is **INDIVIDUAL EQUIPMENT** or **CARGO** (only **CARGO** is subject to **CUSTOMS**)

DANGEROUS GOODS MANIFEST

[illegible]

B-5