

ALLEGATO 2

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE COUNCIL OF MINISTERS OF BOSNIA AND HERZEGOVINA ON DEFENCE COOPERATION

The Government of the Italian Republic and the Council of Ministers of Bosnia and Herzegovina here in after referred to as "the Parties":

- **confirming** their aspiration for support to and development of co-operation based on the principles of justice and rule of law;
- **striving** for strengthening mutual understanding between the Parties and their Armed Forces, as well as security and stability in Europe;
- **basing** upon the provisions of the United Nations Charter;
- **recognizing** the democratic values and human rights;
- **developing** co-operation within the Euro-Atlantic Partnership Council and the Partnership for Peace Programme;
- **being** convinced that the cooperation in the military sphere will contribute to strengthening further mutual relations between Italy and Bosnia and Herzegovina,

have agreed as follows:

Article 1
CO-OPERATION PRINCIPLES

1. The purpose of this Memorandum of Understanding (MoU) is to establish general principles and procedures of carrying out cooperation in the military sphere to the benefit of the Countries of both Parties.
2. The cooperation between the Parties, ruled by the principles of equality, reciprocity and mutual interest, will be carried out in conformity with their respective domestic legislation and international commitments as well as, for the Italian Party, with European legislation, to encourage, facilitate and develop co-operation in the field of Defence.
3. The cooperation within the framework of this MoU shall be carried out for the purpose of strengthening peace and stability in the world and shall not be directed against other countries.

Article 2
CO-OPERATION IMPLEMENTATION

1. On the basis of this MoU the Parties may elaborate long-term and annual plans of bilateral cooperation in the military sphere, which will determine prospective lines of that sort of co-operation.
2. The plans should include names, venues and dates of cooperation activities, the number of participants as well as the implementation form of the activities.
3. The annual plan of cooperation shall be signed by authorized officials of the Parties after mutual agreement.
4. Activities, modalities, times and places will be specified in the above mentioned programme.

Article 3
CO-OPERATION FIELDS

1. The Parties agree to implement forms of cooperation in the following fields:
 - a. security and defence policy;
 - b. peace support and humanitarian operations;
 - c. compliance with the international treaties on defence, security and arms control;
 - d. armed forces organization, structure and equipment of military units, personnel management;
 - e. education and training;
 - f. military police issues;
 - g. environmental issues and pollution caused by military facilities;
 - h. defence industry;
 - i. procurement policy that are subordinated to the respective Ministries of Defence;
 - j. defence logistics;
 - k. medicine, sports, military history and law.



2. Military cooperation may not be limited to the above mentioned areas. The Parties may explore new areas of cooperation in the mutual interest.

Article 4 CO-OPERATION FORMS

The cooperation between the Parties may develop as follows:

- a. meetings of the Ministers of Defence, Commanders in Chief, their Deputies and other officials authorised by the Parties;
- b. exchange of experiences between the experts of the two Parties;
- c. participation in training activities, courses and exercises;
- d. participation of observers in military exercises;
- e. participation in peace support and humanitarian operation;
- f. contacts between similar military institutions;
- g. discussions, consultations, meetings and participation in symposiums, conferences, and courses;
- h. visits of military ships, aircraft and other structures;
- i. exchange of information and educational publications;
- j. exchange of cultural and sporting activities.

Article 5 FINANCIAL MATTERS

1. The financial expenditures associated with the implementation of bilateral co-operation plans will be shared between the Parties in accordance with the principle of reciprocity. If a delegation (working group) consists of more than 10 persons, a separate agreement shall be applied.
2. The Sending Party will cover travel expenses for its delegation to and from the country of the Hosting Party as well as daily allowance.
3. The Hosting Party will cover travel expenses within the territory of the host country as well as accommodation and meals.
4. In case of activities carried out by one of the Parties require logistic support of the other Party, financial matters shall be settled by separate arrangements between Parties on the case by-case basis.
5. All activities carried out under this MoU shall be subject to the availability of funds of the Parties.
6. The Hosting Party will provide Basic Medical assistance during events regarding this MoU.

Article 6 COMPENSATION FOR DAMAGES

1. Compensation for any damage caused to the Host Party, by a member of the Sending Party during or in connection to their cooperation under this MoU, with appreciation of NATO/Partnership for Peace (PfP) Status of Forces Agreement (SOFA), will be indemnified by the Sending Party, by mutual agreement.
2. If the Parties are jointly responsible for any loss or damage caused during or in connection to the activities under this MoU, the Parties shall, by mutual agreement, reimburse that loss or damage.
3. Concerning the attendance of courses at Host Party facilities, the Sending Party of foreign attendees, while agreeing to the terms stated in the present MoU, hereby undertakes:
 - a. not to claim any compensation whatsoever from the Host Party Administration for its military personnel's death, illness, permanent disability and/or unfitness to fly as a result of air accidents and/or parachute jumps, or other accidents related to participation in the course training activities;
 - b. to compensate the injured party for damages caused to persons, property, or animals by its own personnel while involved in training activities which are directly or indirectly linked with their courses or their presence in hosting territory;
 - c. to compensate the Host Party Administration for damages caused by attendees to property and subordinate personnel of the Host Ministry of Defence during activities related directly or indirectly to their course attendance whenever the attendee's guilt and/or fraud is ascertained on the basis of evidence emerging from investigation by Host Party Authorities.
4. In particular, in the case of student pilots, the Sending Party undertakes:



- a. to relieve the Host Party Administration of any responsibility for surface hit damages or harm to any third party, persons or property caused during "solo flights" and to compensate injured parties for the damages they may have suffered;
- b. to compensate the Host Party Ministry of Defence for any damages to its property or personnel caused by student pilots during "solo flights" if they are found guilty after investigation by the relevant Host Party Authorities. In such cases and when an aircraft has been totally destroyed, the amount to be reimbursed shall be calculated according to current market value.

Article 7 **LEGAL JURISDICTION**

1. The Authorities of the Host Party have the right to exercise their jurisdiction over military and civilian hosted personnel for the offences carried out on their national territory and punishable under Host Party national regulations.
2. The Authorities of the Sending Party, however, have the right to exercise on priority their jurisdiction over the members of their own Armed Forces and civilian personnel - whenever it is subject to the law in force in the Sending Party - in the following cases:
 - a. when the offences threaten the security or goods of the Sending Country;
 - b. when the offences result from acts or omissions – whether due to wilful or negligent behaviour – carried out during or in connection with duty service.
3. Should the above mentioned hosted personnel be involved directly or indirectly in events for which the Hosting Party envisages sanctions clashing with the principles of the Sending Party, the Parties, through direct consultations and in compliance with their respective fundamental principles, shall reach an agreement to safeguard the concerned personnel.

Article 8 **COMMITMENTS IN THE FIELD OF DEFENCE MATERIAL**

The Parties will offer mutual assistance and collaboration in process of procurement from domestic defence industry.

Article 9 **SECURITY OF CLASSIFIED INFORMATION**

1. "Classified information" is any information, act, activity, document, material or thing to which one of the Parties has assigned a security classification.
2. All classified information exchanged or generated in connection with this MoU, will be used, transmitted, stored and/or handled in accordance with the Parties' applicable internal laws and regulations.
3. Classified information will be transferred only through the government-to-government channels approved by National Security Authority/Authority designated by the Parties.
4. The corresponding security classifications are:

For the Italian Republic	Corresponding (in English)	For the Bosnia and Herzegovina
SEGRETISSIMO	TOP SECRET	VRLO TAJNO
SEGRETO	SECRET	TAJNO
RISERVATISSIMO	CONFIDENTIAL	POVJERLJINO
RISERVATO	RESTRICTED	INTERNO

5. Access to classified information exchanged on the basis of this MoU is permitted to the personnel of the Parties who have a need-to-know and an adequate level of security clearance in compliance with national laws and regulations.
6. The Parties shall ensure that all classified information exchanged, will be used only for the intended purposes within the objectives and the scope of this MoU.
7. Transfer to Third Parties/International Organizations of classified information, obtained as a result of cooperation in the field of defence materials covered by this MoU, will be subject to the prior written consent of the Security Authority of the generating Party.



8. Without prejudice to the immediate effect of the clauses contained in this article, further aspects of security relating to classified information not contained in this MoU shall be governed by a specific general agreement on security concluded by the respective National Security Authorities or by the Designated Security Authorities of the Parties.

Article 10
SETTLEMENT OF DISPUTES

Any disputes concerning the interpretation or implementation of the provisions of this MoU shall be settled through negotiations and consultations between the Parties through diplomatic channels.

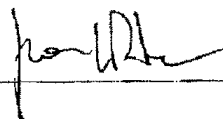
Article 11
VALIDITY AMENDMENTS AND TERMINATION

1. This MoU shall enter into force after the receipt of the last of the two written notifications by which the Parties shall inform each other of the fulfillment of its respective domestic requirements for the entry into force of this Memorandum.
2. This MoU will remain in force until one of the Parties decides, at any time, to terminate it.
3. This MoU may be changed in writing by mutual consent of the Parties, through separate protocols to be signed by officers authorized by the Parties. That sort of protocols shall be an inherent part of this Memorandum.
4. This MoU may be terminated by the Parties at any time by sending to the other Party an appropriate written notice not later than 6 (six) months prior to its termination.
5. In case of denunciation, the Parties shall make every efforts to complete unfinished activities.

IN WITNESS WHEREOF, the undersigned, being duly authorized there to by their respective Governments, have signed this Memorandum of Understanding.

Done in Rome 30th January on 2013, two copies are required in Italian, Bosnian, Croatian, Serbian and English languages with both texts equally authentic. In case of discrepancies in the interpretation or implementation of the provisions of the Memorandum, the English text shall prevail.

FOR THE GOVERNMENT
OF THE ITALIAN REPUBLIC



FOR THE COUNCIL OF MINISTERS
OF BOSNIA AND HERZEGOVINA



LAVORI PREPARATORI

Senato della Repubblica (atto n. 1927):

Presentato dal Ministro degli affari esteri e della cooperazione internazionale (GENTILONI SILVERI) e dal Ministro della difesa (PINOTTI), in data 19 maggio 2015.

Assegnato alla 3^a Commissione (Affari esteri, emigrazione), in sede referente, il 16 giugno 2015, con pareri delle Commissioni 1^a (Affari costituzionali), 2^a (Giustizia), 4^a (Difesa) e 5^a (Bilancio).

Esaminato dalla 3^a Commissione (Affari esteri, emigrazione), in sede referente, il 1^o e il 15 luglio 2015.

Esaminato in Aula ed approvato il 15 luglio 2015.

Camera dei deputati (atto n. 3241):

Assegnato alla III Commissione (Affari esteri e comunitari), in sede referente, il 23 luglio 2015, con pareri delle Commissioni I (Affari costituzionali), II (Giustizia), IV (Difesa), V (Bilancio, tesoro e programmazione) e X (Attività produttive, commercio e turismo).

Esaminato dalla III Commissione (Affari esteri e comunitari), in sede referente, il 16 settembre 2015; il 4 novembre 2015.

Esaminato in Aula il 14 marzo 2016 ed approvato definitivamente il 15 marzo 2016.

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