

**MEMORANDUM OF UNDERSTANDING****BETWEEN****THE UNITED STATES EUROPEAN COMMAND ACTING ON BEHALF OF  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA****AND****THE GOVERNMENT OF THE REPUBLIC OF CROATIA****CONCERNING THE USE OF AIRSPACE, RANGES, AIRPORTS, SEAPORTS AND  
TRAINING FACILITIES BY THE UNITED STATES FORCES IN EUROPE**

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The United States European Command acting on behalf of the Government of the United States of America and the Government of the Republic of Croatia (hereinafter: "the Parties")

CONSIDERING their past experience of fruitful cooperation in the area of defense,

EMPHASIZING the fact that ties of friendship and cooperation will be further developed and strengthened under the principles of common and general interests, and will promote the common interests of both countries, as well as peace and security in the world,

ACKNOWLEDGING the applicability of the 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 (PfP SOFA) dated 19 June 1995 to all issues addressed by said agreement and to all United States personnel who are in the Republic of Croatia in connection with this Agreement,

DESIRING to strengthen military cooperation and improve the interoperability, readiness, and efficiency of their armed forces have agreed as follows:

**ARTICLE I****Purpose and Scope**

The purpose of this Memorandum of Understanding between the Government of the Republic of Croatia and the United States European Command acting on behalf of the Government of the United States of America representing the Armed Forces of the United States of America, is to set forth conditions under which US Forces are permitted, for the purposes of training and exercises, to use the airspace, airports, ranges, seaports, and training facilities designated by the Republic of Croatia, based on the proposals put forth by the Combined Scheduling and Administration Group and conducted in accordance with this Memorandum.

## ARTICLE II

### Definitions

<b>CSAG</b>	Combined Scheduling and Administration Group. See Articles IV and V.
<b>EUCOM</b>	United States European Command
<b>MOU</b>	The Memorandum of Understanding between the Republic of Croatia and United States European Command acting on behalf of the Government of the United States of America Concerning the use of Airspace, Ranges, Airports, Seaports and Training Facilities by the United States Forces in Europe
<b>NATO SOFA</b>	The Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces. References to articles of the NATO SOFA are used in this MOU because of the NATO SOFA's complete incorporation by the Article I, PFP SOFA, which both parties have ratified.
<b>PFP SOFA</b>	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.
<b>CCL</b>	Croatia Control, Croatian Air Navigation Services, Limited
<b>FIR</b>	Flight Information Region
<b>RH</b>	Receiving State, the Government of the Republic of Croatia
<b>SAD</b>	Sending State, the Government of the United States of America
<b>VU</b>	Visiting Unit, includes the members of the United States Armed Forces, and the civilian component accompanying the US Armed Forces present in Croatia in accordance with this Memorandum

## ARTICLE III

### Personnel

1. Upon arrival in the territory of the Republic of Croatia, the members of VU shall enjoy status in accordance with the provisions of Article III of the NATO SOFA as incorporated by Article I of the PFP SOFA. US personnel are obliged upon entering or leaving the territory of the sending state to have:
  - a) A valid passport or identity card issued by the SAD containing first and last name, date of birth, rank, service number (if any), branch of service, and a photo. This passport or identity card must be presented when requested by competent authorities of the RH.
  - b) At least 48 hours prior to their arrival in the territory of the RH for purposes of training under this MOU, VU will provide the number of personnel, vehicles, aircraft, and ships entering Croatian territory to participate in military training activities.
2. The RH shall accept as valid, without examination of driving skills or payment of fees, driver's licenses issued by military or civilian authorities of the SAD or any of its subdivisions, under the provision of Article IV of the NATO SOFA.
3. The RH shall ensure the protection and security of US personnel according to estimates of competent authorities of the RH, while any additional security measure provided at the request of the SAD shall be conducted and charged as mutually agreed in advance between the Parties.

4. The VU is authorised to take all anti-terrorism/force protection measures as provided by NATO SOFA. VU shall have the right to police any camps, establishments or other premises which they occupy. VU may take all appropriate measures to ensure the maintenance of order and security on such premises. Outside these premises VU shall act only in coordination with, or jointly with or in liaison with RH authorities.

#### **ARTICLE IV** Military Training Activities

1. CSAG will be the forum for coordination of military training activities. CSAG shall take necessary measures to minimize the adverse impact of military training activities on public and economic activities, effects on people's health, nature, and the environment in the RH.
2. The RH has priority with training and issues in case of disagreement.
3. The VU will have controlled unescorted access to airspace, airbases, ranges, seaports, and training facilities approved for VU training. Detailed rules and standard operating procedures (SOP) will be established, in accordance with respective national laws of the RH, by implementation agreements according to the CSAG requirements.
4. The VU shall use airspace designated for the practical training of Croatian military aircraft in accordance with AIP, to include day and night, and high and low level operations.
5. The VU shall pay charges for services received from civilian entities according to published tariff or concluded agreements, except for the use of military facilities and infrastructure of the Ministry of Defense and the Armed Forces of the Republic of Croatia.

Aircraft owned or operated by or on behalf of the VU shall not be subject to the payment of landing or parking fees at Croatian military bases nor overflight or air navigation charges while in Croatian airspace.

#### **ARTICLE V** Combined Scheduling and Administration Group

1. The CSAG is established by this MOU and composed of representatives of the Croatian and American Parties, forming a joint expert team. The Croatian expert team in CSAG shall consist of permanent and temporary members whose task will be to coordinate all issues regarding the control of ranges, operating procedures, planning, and operational implementation of US operations.
2. Permanent members of CSAG delegated by the Croatian Party shall include the representatives of:
  - Ministry of Defense of the Republic of Croatia - Croatian team leader;
  - Ministry of Interior Affairs;
  - Ministry of the Sea, Tourism, Transportation and Development;
  - Ministry of Environmental Protection, Physical Planning and Construction;
  - Ministry of Foreign Affairs;
  - Croatian Air Traffic Control, Ltd.

3. The CSAG permanent members from the United States side will be representatives or designated alternates of the following:
  - United States Embassy Zagreb
  - United States Air Forces Europe
  - United States Naval Forces Europe
  - United States Marine Corps Forces Europe
  - United States Army Forces Europe
  - Special Operations Command Europe
4. The Croatian team leader will be President of the CSAG and the chief of the Croatian side. The chief representative of the SAD will be Co-President according to the CSAG Charter.

Subject matter experts who are not members of the CSAG may participate when requested by the CSAG, as needed by any particular mission.
5. CSAG shall be responsible for:
  - a. Arranging means and parameters for use of published zones and flight corridors used by Croatian military aircraft, and delineating geographical boundaries for individual training ranges and flight corridors, including delineation of the low-level flight training corridors and areas of operation; in accordance with RH legislation, meeting deadlines set by ICAO.
  - b. Setting forth a long range schedule and SOPs for training and exercise.
  - c. Coordinating joint operations and training requests.
  - d. Coordinating and deconflicting all approved activities in the airspace within the competence of the Flight Information Region (FIR) Zagreb, in conformity with Article III, Paragraph 1 of this MOU; and in accordance with the CSAG Charter.
  - e. Drafting implementation arrangements on the basis of this MOU.

## ARTICLE VI

### Planning

1. RH shall approve an annual plan, based on the proposal of CSAG, which shall include a timetable with proposed schedule of exercises and which may be updated or modified as necessary. The annual plan shall be approved in accordance with RH national legislation. When modifying a date of planned exercise, the VU shall notify RH of its requirements no later than the tenth day of the month for the following month.
2. In accordance with the plan laid down by the CSAG regarding the use of training ranges, for the use of forbidden, conditionally forbidden, and dangerous areas, proper notification and request forms will be submitted to the Operation Center of the Croatian Air Force and Air Defence. If VU places a range use request for a period of time which has already been awarded for use by the Croatian Armed Forces, the Operation Center of the Croatian Air Force and Air Defense will propose the use of an alternately available range for the VU, decline the VU request, or postpone the planned RH activity.

**ARTICLE VII**  
Publications on Airspace

At the request of the Operation Center of the Croatian Air Force and Air Defence and in accordance with ICAO standards, Croatia Control Limited (CCL) shall make public relevant informations pertaining to the structure and organization of the airspace and the relevant procedures for conducting the approved training and exercises through the standard air industry publications, aeronautical information publications, provisions of national laws, and the pertaining rule book.

**ARTICLE VIII**  
Procedures for Entry, Exit and Use of the FIR Zagreb Airspace

VU shall apply GAT procedures for entry, exit and use of the FIR Zagreb airspace, with exemption of specially designated airspace (R, D, TSA i Low Level Corridors) which will be used as OAT and will be arranged by separate implementing agreement with CCL.

**ARTICLE IX**  
Procedures for Use of Airports, Seaports, Ranges and Training Facilities

1. Use of airports, seaports, ranges and training facilities shall be in accordance with implementation agreements and standard operating procedures set up by the CSAG. The Armed Forces of the Republic of the Croatia have the priority right of use.
2. The use of civilian airports by VU shall be negotiated directly with the management of such airports and the use of civilian seaports, the VU shall negotiate directly with the seaport management and accredited concessionaire. The CSAG shall be notified of and provided with any such agreement. Aircraft and vessels, other than regularly scheduled commercial aircraft and vessels, used by the Government of the United States of America in connection with activities pursuant to this Memorandum in the Republic of Croatia shall be free of customs charges, customs inspections and taxes. The VU shall not pay overflight, air, or sea navigation charges. Use of civilian airports and seaports shall not hinder the safety and regular operations of civilian air traffic.

**ARTICLE X**  
Financial Matters

1. The financial obligations of the Parties under this MOU shall be subject to the availability of appropriated funds in accordance with respective national laws.
2. Charges will be agreed on a case-by-case basis within the CSAG in accordance with the PfP SOFA. Charges to the VU for range use, goods, and services will be no more than those paid by the Croatian Armed Forces.

**ARTICLE XI**  
Minor Construction Works

To accommodate their training and safety requirements, the VU may perform minor construction on, or in the vicinity of, training facilities at Slunj and Gašinci, the Airfields at Pula, Zadar, and Udbina without endangering flight safety, and the port facilities at Split, Rijeka, and Dubrovnik.

Details regarding minor construction will be the subject of a separate arrangement between the Parties.

## ARTICLE XII

### Safety of Flying, Accident and Disaster Investigations, Search and Rescue Operations

1. While conducting its operations, the VU shall respect the legislation of the RH.
2. The Commission for investigation of accidents from Article 124 of Air Traffic Law of the RH (Official Gazette No. 132/98), in addition to the members appointed by the Minister of Defense, shall include representatives of the VU. This provision does not preclude the possibility of an independent and simultaneous inquest by VU, however the findings of the said Commission are the only findings relevant for the RH.
3. In the event of an air traffic accident involving VU equipment or personnel, the VU and the RH will cooperate fully in search and rescue operations, securing the area of the accident site and in conducting an investigation related to activities under this MOU. Competent authorities of the RH shall have primary responsibility for establishing appropriate security measures for the immediate area of the accident site. As necessary, the VU will coordinate with the RH regarding any investigation into the accident. The VU shall be entitled to have an observer present at any inquiry conducted by the RH. The VU and RH shall have unrestricted access to the accident site. The VU shall maintain control of any damaged VU property, and shall have the right to take any additional security measures in the internal perimeter of the area of the accident site. VU shall have the right and obligation to remove damaged VU property in coordination with the RH. The VU and the RH will cooperate in the exchange of information regarding any such accident. Confidential safety investigation materials need not be disclosed. The VU shall be provided with a copy of any accident reports compiled by the authorities of the RH and related to the VU forces and activities under this Memorandum.
  - a. The RH will provide required assistance in coordination to facilitate the rapid ground or air medical evacuation of VU personnel to RH medical facilities.
  - b. The RH will provide required assistance to facilitate the care and treatment of all VU personnel requiring RH medical support.
  - c. The RH will provide the medically sound return of any VU personnel who remain in an RH medical treatment facility at the termination of any military activity.
  - d. The VU will gather, transport, and dispose of all medical waste produced in connection with medical services during VU military activities.
  - e. Costs associated with these operations are covered by Article X of this MOU.
4. Disputes regarding the safety of flying, air accident or disaster investigations, and search and rescue operations not resolved by the parties shall be addressed at the level of the CSAG, respecting the laws and regulations of the RH and in principle, the provisions of NATO STANAG 3531 on safety investigation and reporting of accidents/incidents involving military aircraft and/or missiles.

**ARTICLE XIII**  
Matters Concerning Casualties

In the event of an injury or a death of a resident of the RH during VU activities, which may have involved VU personnel, a physician from the RH will conduct the medical examination or death autopsy at a time and location to be determined by the RH. A doctor or other appropriate medical professional from the VU will be authorized to attend and observe the examination or autopsy. Upon request from the VU, the RH shall provide a copy of the examination or autopsy report to the VU.

**ARTICLE XIV**  
Protection of Nature and Environment

1. Protection of the nature and environment represents a special interest of the RH, and will be given particular attention.
2. VU shall respect the legislation of the RH which regulates issues of environmental protection.
3. During the implementation of activities, the following shall not be permitted without specific permission of the RH:
  - a. Overflights and use of the airspace and the inland and/or maritime area of the National Parks of Brijuni, Risnjak, Sjeverni Velebit, Plitvice Lakes, Paklenica, Kornati, Krka and Mljet, the Parks of Nature of Medvednica, Telašćica, Papuk, Učka, Žumberak-Samoborsko gorje, Kopački rit, Lonjsko polje, Vranjsko jezero and Biokovo, the wildlife reservations and the ornitological and zoological reservations.
  - b. Overflights of the Nature Park of Velebit at an altitude below 3000 meters above the terrain elevation level (FL 120).
  - c. Disposal of waste by fire;
  - d. Intentional release of fuel, unexploded live ordnance, and other ordnance into the environment outside the areas specifically designated for that purpose.
4. Prior to initial use of RH ranges, the Ministry of Defense of the RH and the VU shall conduct an initial environmental survey for each range.
5. In the event of an environmental accident, the VU shall immediately notify, through the US Embassy, the Heads of:
  - a. The Headquarters for Implementation of the Intervention Plan in the case of sudden pollution of the sea in the RH.
  - b. The State Ecological Headquarters for Implementation of the Intervention Plan for Environmental Protection of the RH.
  - c. The Headquarters for implementation of the Government Water Protection Plan of the RH.

## **ARTICLE XV**

### **Damages**

1. Any claim for damage incurred as a result of activities under this MOU shall be processed in accordance with the provisions of Article VIII of the NATO SOFA.
2. The VU shall immediately upon the occurrence of an accident, initiate clean-up operations in the areas affected by the accident in coordination with authorized RH institutions.

## **ARTICLE XVI**

### **Informing the Public**

1. CSAG is competent for the preparation of all information materials intended for the public and relevant authorities concerning the activities conducted under this MOU.
2. All information to be made public in RH shall be approved by the competent authorities of the RH, the US Embassy in Zagreb, and the relevant services of VU.

## **ARTICLE XVII**

### **Competence**

The Croatian agent responsible for the implementation of this MOU is the Ministry of Defense of the Republic of Croatia.

## **ARTICLE XVIII**

### **Implementation Agreements**

The Parties may conclude separate implementation agreements to facilitate the execution of this MOU. Such implementation agreements shall be concluded by the Ministry of Defense and co-signed by an authorized representative of the company or ministry competent for the individual agreement in question.

## **ARTICLE XIX**

### **Duration of the Memorandum**

This MOU shall remain in force for a period of five years from the date of its entry into force. This MOU shall be extended for the same period of time, unless one of the Parties notifies the other Party in writing, through diplomatic channels, of its intention to denounce this MOU, or expresses its desire to re-negotiate the MOU. Each Party can denounce this MOU at any time after the first year. The notification of denunciation or proposal for renegotiation of the MOU must be in writing and must be transmitted through diplomatic channels at least six months in advance.

## **ARTICLE XX**

### **Modification of Memorandum**

This MOU may be amended or supplemented at any time by mutual consent of both parties. Amendments and supplements must be in writing and will include full title and date of conclusion of the MOU being amended.

**ARTICLE XXI**  
Settlement of a Dispute

Any dispute regarding the interpretation or application of this MOU shall be resolved only by consultation between the Parties and shall not be referred to any party or domestic or international tribunal for settlement. In the event of a conflict between this MOU and the PfP SOFA, PfP SOFA shall be competent.

**ARTICLE XXII**  
Entering into Force

This Memorandum shall enter into force on the date of the receipt of the last written notification through diplomatic channels by which the Parties mutually inform that the requirements provided for by national legislation for its entry into force have been fulfilled.

Having accepted the above stated provisions, the below-signed and duly authorized representatives of the Parties have signed this MOU.

Done at Ramstein AB GE on this 15 July 2004, in two originals in the English and Croatian languages both texts being equally authentic.

FOR UNITED STATES  
EUROPEAN COMMAND



FOR THE GOVERNMENT OF  
THE REPUBLIC OF CROATIA

