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(3) In the case of inpatient medical care, the cost of meals is charged to the concerned Nation.

(4) Pharmaceuticals are delivered in accordance with the regulations applicable in the Belgian Armed Forces.

(5) The Belgian military medical service never covers costs for medical or dental care in civilian facilities, not even in the event of a transfer to a civilian facility done or ordered by Belgian military medical service personnel.

b. The Dependants. Belgian military medical service does not provide medical and dental support to dependants. When, however, a case of emergency occurs, medical and dental care can be given against reimbursement of costs. Whether or not the patient needs emergency medical care is judged by the doctor on duty.

2. All ACE TLP military personnel and their dependants are eligible for outpatient medical care at the SHAPE Healthcare Facility.

3. The invoices relating to costs referred to in sub para 1.a.(2)(3) and 1.(b) above, are drawn up by the Belgian military medical service and transmitted to the concerned Nation. The Nations agree to pay the sum required on presentation of the invoice.

4. These arrangements have no effect on existing bilateral agreements concerning medical and dental care between the Host Nation and any of the Nations.

ARTICLE 11 - SECURITY

1. The security of the Host Base will be the responsibility of the Host Nation. It will be implemented by personnel and means of the Host Nation in accordance with national regulations.

2. ACE TLP is responsible for safeguarding its classified material.

3. The Parties will safeguard the security of any classified information provided in the programme in accordance with the CM (55) 15 (Final), "Security Within the North Atlantic Treaty Organisation", including all supplements and amendments thereto.

ARTICLE 12 - LEGAL PROVISIONS: LIABILITIES, CLAIMS AND DISPUTES

1. The "Agreement between the Parties to The North Atlantic Treaty Regarding the Status of Their Forces" of June 1951 (NATO SOFA) will apply to the operation of the ACE TLP.

2. All claims arising out of, or in connection with, the operation of the ACE TLP will be dealt with in accordance with Article VIII, NATO SOFA, including any amendments thereto and any other related supplementary agreement.

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3. No contracts containing provisions for indemnification of contractors against third party claims shall be entered into on behalf of the programme.
4. Any disagreement regarding the interpretation or application of this MOU will be resolved by consultation between the Parties concerned, and will not be referred to an international tribunal or third parties for settlement.
5. Aircraft accident investigations will be dealt with in accordance with STANAG 3531.

ARTICLE 13 - CHANGES IN PARTICIPATION

1. WITHDRAWAL AND REDUCTION

- a. The Host Nation will not withdraw from hosting the ACE TLP during a 2-year period starting at the date of last signature of this agreement. If the Host Nation wishes to terminate its agreement to host the TLP at a given time after this period, it must give a 2-year notice in writing.
- b. If a Nation decides to withdraw from ACE TLP, or to reduce its participation, it will give notice in writing to the other Nations and to HQ AIRNORTH at least one year prior to the start of the year in which the withdrawal or reduction is planned. Annex H will be amended accordingly and the revised number of slots and percentage shares confirmed at the ALF meeting immediately prior to the year in which the reduction or withdrawal will take effect
- c. If a Nation issues notice of withdrawal from or reduction in participation in the ACE TLP, the Host Nation and Nations will review all the outstanding and uncompleted items of capital expenditures which have been approved, deciding whether any should be reduced in number or scope or cancelled completely. The withdrawing or reducing Nation will be responsible for its planned share of the costs of any termination payments or uncompleted work costs that may arise.
- d. If the withdrawing Nation's planned share is taken up completely by another nation, the withdrawing Nation will continue to pay its planned share of the capital expenditures which it has approved until the handover to another nation. This responsibility applies irrespective of the date of handover.
- e. Where a Nation reduces its planned share and the balance is not taken up, it will continue to pay for the items of capital expenditure that it has agreed to prior to the end of the period of notice.
- f. The withdrawing or reducing Nation will be compensated for the residual values of all items of capital expenditures to which it has contributed to the extent to which its planned share of ACE TLP is taken up by another nation. If the withdrawing Nation is not compensated at the time of its withdrawal, the Nation will retain its entitlement to residual values until such time as another nation takes up its planned share and pays compensation, or the capital expenditure has been completely depreciated. The period for which it will retain its entitlement will be agreed between

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the Host Nation and the Nations. The Host Nation and the withdrawing Nation may agree upon other methods for dealing with the withdrawing Nation's rights.

g. A Nation withdrawing or reducing its participation will continue to pay its planned share of the O&M costs until the end of the termination period unless,

(1) Its planned share is taken up by another nation during that period in which case its share will cease from the date of handover.

(2) Its planned share is partially taken up by another nation during that period. In this case, the withdrawing or reducing Nation will cease to pay that part of its planned share taken up by another Nation from the time of handover but will continue to pay the balance of its planned share that is not taken up until the end of the termination period.

h. In the event of reduction in use or withdrawal by any Nation without replacement by another nation, the Host Nation and remaining Nations will endeavour to reduce the operation and maintenance costs as quickly as possible to reflect the new requirements.

i. Concerning the O&M costs, the withdrawing or reducing Nation will be charged for all slots flown until the end of the termination period.

j. If a nation changes flying regulations, which, in the opinion of any of the Parties, affects the achievement of their national ACE TLP objectives, then any Nation may withdraw immediately from this MOU or vary its participation under the conditions specified above, to become effective by the end of the current course. This will be done by giving notice in writing to the other Nations and to ACOS A3 AIRNORTH. Unless such notice is given prior to budget approval, liability will remain with the withdrawing Nation for its share of the ACE TLP costs incurred prior to the withdrawal.

k. A Nation may bid for additional guest slots over and above the allocation shown at Annex H. However, the Nation will remain responsible for the percentage share of costs as shown in Annex H and the additional slots will be charged as guest slots. Nations bidding for guest slots will not incur the additional 10 percent surcharge levied on the non-signatory nations as described in Article 8, paragraph 3.d of this MOU.

2. ACCESSION. If a nation requests to become a participant in the ACE TLP, the initial funding required from the new participant will be defined by separate agreement between the nation concerned and the existing signatory Nations. The agreement must be unanimous and approved by the Host Nation.

ARTICLE 14 - FINAL PROVISIONS

1. This MOU will become effective as of the date of the last signature affixed hereto, and terminates all previous TLP MOUs.

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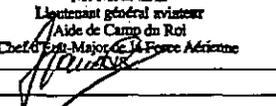
2. This MOU will remain in force as of the date of the last signature and will continue thereafter from year to year unless terminated by the Nations in accordance with Paragraph 3 of this Article.

3. This MOU may be terminated by the unanimous agreement of the Nations. The termination requires a formal document. The financial consequences will be settled by negotiations. Upon termination a provisional final account will be drawn up by the host nation. The definitive final account will be established within 5 years after termination.

4. This MOU may be amended by unanimous agreement of the Nations with a duty to inform HQ AIRNORTH. Amendments will be done in writing. Changes to Annex G will be introduced by written notification by the concerned Nation to the other Parties.

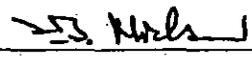
5. This MOU is executed in one original text in the English language. SHAPE will provide certified true copies to the other Parties.

FOR THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM

M. MANDL
Lieutenant général réserviste
Aide de Camp du Roi
Chef d'Escadron Major de la Force Aérienne
Signature: 
Name: _____

Date: 23 Nov 01

FOR THE MINISTER OF DEFENCE OF THE KINGDOM OF DENMARK

Signature: 
Name: _____
JØRGEN B. NIELSEN
BRIGADIER GENERAL

Date: 14 Dec 02

FOR THE FEDERAL MINISTER OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

Signature: 
Name: _____
STEINHLBER
NMR GE

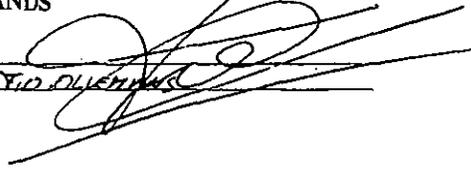
Date: 21 Dec 01

FOR THE MINISTER OF DEFENCE OF THE REPUBLIC OF ITALY:

Signature: IL RAPPRESENTANTE MILITARE ITALIANO
Name: Magg. Gen. Pietro FRISONE

Date: 14 DEC. 2001

FOR THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

Signature: 
Name: _____
P. O. OLIEHOEK

Date: 27-11-01.

FOR THE MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN

Signature: Eduardo G. Gallarza
Name: AIR GENERAL EDUARDO G. GALLARZA

Date: 07 DEC 2001

FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Signature: Dail Williams
Name: R.R. Commodore D.R. Williams
National Military Representative (UK), SHAPE

Date: 16 September 2001

FOR THE SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA

Signature: Christopher E. Haave
Name: Christopher E. Haave
Col USAF, USNMR SHAPE

Date: 14 December 2001

FOR THE SUPREME HEADQUARTERS ALLIED POWERS, EUROPE

Signature: Ferdinando Cassella
Name: Ferdinando Cassella
Vice Admiral
Deputy Chief of Staff

Date: 15 NOV 2001



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ANNEX A TO
ACE TLP MOU

TLP ORGANIZATION/MANNING

COMMANDANT OF-5 BE

SECRETARY TO THE COMMANDANT BE

SUPPORT STAFF

ADMN SUP OR-7 NL
CLERK OR-6 GE
SUPPLY OR-6 US
CLERK OR-3 BE

FLYING BRANCH

ACADEMICS BRANCH

CONCEPTS AND
DOCTRINE BRANCH

CHIEF	OF-4 (a)	CHIEF	OF-4 (a)	CHIEF	OF-4 (a)
OPS OFFICER	OF-3 BE	ASO DEF OPS	OF-2/3 GE	CDSO NAEW	OF-3 US
OFF OPS FLT LDR	OF-2/3 NL	ASO OFF OPS	OF-3 UK	CDSO DEF OPS	OF-3/4 GE
OFF OPS FLT LDR	OF-2/3 GE	ASO EW	OF-3 US	CDSO OFF OPS	OF-3 UK
OFF OPS FLT LDR	OF-2/3 GE	ASO OFF OPS	OF-2/3 DK	CDSO OFF OPS	OF-3 IT
OFF OPS FLT LDR	OF-3 UK	ASO OFF OPS(CSAR)	OF-2/3 IT	CDSO EW	OF-3 SP
RECCE FLT LDR	OF-3 UK				
OFF OPS FLT LDR	OF-2/3 US	ASO INTEL	OF-3 NL		
OFF OPS SAM LO	OF-3 NL	ASO INTEL	OF-2/3 US		
DEF OPS FLT LDR	OF-3/4 GE	INTEL CLERK	OR-6 GE		
DEF OPS FLT LDR	OF-2/3 GE	INTEL CLERK	OR-4 UK		
DEF OPS FLT LDR	OF-3 UK				
DEF OPS FLT LDR	OF-2 UK				
DEF OPS FLT LDR	OF-2/3 IT				
DEF OPS FLT LDR	OF-2/3 SP				
DEF OPS ASAC LO	OF-2/3 IT				
FR LO	OF-3 FR				
CA LO	OF-2/3 CA				
OPS ASSISTANT	OR-7 BE				
OPS ASSISTANT	OR-3 UK				
MAINT COORD	OR-6 UK				
MAINT COORD	OR-6 SP				
GRAPHICS NCO	OR-6 IT				
GRAPHICS NCO	OR-4 GE				

NOTES:

- a. Position rotates between GE/NL/US/UK/IT in an order to be decided by the MOU nation.
- b. Any adjustment to the TLP ORGANIZATION/MANNING may be approved during the ALF Meeting.
- c. No signatory nation will be required to fill more than one rotational branch chief position at any given time.

A - 1

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TLP - FLORENNES
NATIONAL SUPPORT PERSONNEL
"HORS BUDGET"

3 :

		In PE 2 W Tac		In PE Part BAF TLP			
				2 OF	1 NCO	1 AMN	1 CIV
1	Financial/Administration	-	-	2 OF	1 NCO	1 AMN	1 CIV
2	Security Office	-	1 AMN	-	-	-	-
3	Wing Ops Center	-	1 AMN	-	-	-	-
4	Meteo Service	1 NCO	-	-	-	-	-
5	Traffic Control Center	-	1 AMN	-	-	-	-
6	Cross-servicing	1 NCO	-	-	-	-	-
7	Defence/security Forces	5 NCO	8 AMN	-	-	-	-
8	Messing	-	-	-	1 NCO	4 AMN	18 CIV
9	Transport	-	3 AMN	-	-	2 AMN	1 CIV
10	Cleaning	-	-	-	-	2 AMN	6 CIV
11	Telecom Center	-	1 AMN	-	-	-	-
12	Infra Section	-	2 AMN	-	-	-	-
13	Billeting/Accommodations	-	-	-	-	-	13 CIV
14	Caretakers	-	-	-	-	-	8 CIV
15	Graphics Support	-	-	-	2 NCO	-	-
16	Maintenance Coordinators	-	-	-	1 NCO (1)	-	(1)
17	Computer Technician	-	-	-	1 NCO	-	-
	TOTAL	7 NCO	17 AMN	2 OF	6 NCO	9 AMN	47 CIV

(1) 1 NCO or 1 CIV

(2) Any adjustment to the national support personnel may be approved during the ALF Meeting and will be reflected in the yearly budget.

US CONTRIBUTION IN BUILDINGS & FACILITIES

Nb	Function
645	Billeting
626	Billeting
630	Billeting
622	Billeting
618	Billeting
614	Dining Hall
440	Academics and Training
684	Conference Center
415	Office Building
215	Briefing Hall

Including all necessary substations for heating and electricity.

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ANNEX D TO
ACE TLP MOU

**CONSTRUCTIONS AND MODIFICATIONS OF/TO
BUILDINGS AND FACILITIES**

Maintenance hangar

A/C parking floor

Access road

Power supply

Communications works

Operating surfaces renovation

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SUPPORT EQUIPMENT

Items listed in this annex reflect minimum equipment requirements to sustain TLP operations. Additional requirements may be provided if available by the Host Nation. This equipment is provided by the Host Nation in accordance with Article 8 para 3.a.

1. Vehicles

- 2 bowzers
- 1 road sweeper
- 1 bus
- 1 passenger car (Staff Car)
- 3 Volkswagen Minibus
- 1 Forklift
- 1 Aircraft Tractor

2. Telecom Equipment

- a. Radio equipment in vehicles entering the Ops zone
(2 bowzers, 1 road sweeper, 1 Staff Car)
- b. Telephones (+/- 20)
- c. Radio equipment for security

3. Security

- 16 Fire-extinguishers (A/C)

TACTICAL LEADERSHIP PROGRAMME (TLP)

BUDGET ESTIMATES / ACCOUNTS (1)

C H A P T E R	S E C T I O N	A R T I C L E	I T E M	Description	Actual Expenditure	Agreed Budget	Estimated Budget	Provisional Estimates
					FY (Previous YR)	FY (This YR)	FY (Next YR)	FY (2nd following YR)
(a)	(b)	(c)	(d)		BEF (f)	BEF (g)	BEF (h)	BEF (i)
1000				CAPITAL EXPENDITURE				
	1100			Buildings and facilities				
	1200			Work Services				
	1300			Equipment				
				TOTAL CHAPTER 1000				
2000				OPERATION AND				
	2100			MAINTENANCE COSTS				
			2101	Base support personnel				
			2102	Financial/Administration				
			2103	Security office				
				Wing Ops Center				

(1) The budget format may be altered by the ALF meeting as necessary.

C H A P T E R	S E C T I O N	A R T I C L E	I T E M	Description	Actual	Agreed Budget	Estimated	Provisional
					Expenditure	Budget	Budget	Estimates
(a)	(b)	(c)	(d)		FY (Previous YR)	FY (This YR)	FY (Next YR)	FY (2nd following YR)
					BEF	BEF	BEF	BEF
					(f)	(g)	(h)	(i)
			2104	Meteo Service				
			2105	Traffic Control Center				
			2106	Cross-Servicing				
			2107	Defence/Security forces				
			2108	Messing				
			2109	Transport				
			2110	Cleaning (Central zone)				
			2111	Telecom Center				
			2112	Infra Section				
			2113	S-Zone				
			2114	Miscellaneous				
				TOTAL Section 2100				
				Equipment				
				2200				

C H A P T E R	S E C T I O N	A R T I C L E	I T E M	Description	Actual Expenditure FY (Previous YR)		Agreed Budget FY (This YR)		Estimated Budget FY (Next YR)		Provisional Estimates FY (2nd following YR)	
					BEF	(f)	BEF	(g)	BEF	(h)	BEF	(i)
	(a)	(b)	(c)	(d)								
		2210	2211	Vehicles								
			2212	Browsers								
			2213	Road Sweeper								
			2214	Snow Sweeper								
			2215	Bus								
			2216	VW								
			2217	Opel (passenger car)								
				Forklift								
		2220		Fire Extinguishers								
		2230		Office supply								
		2240		Maps								
		2250		Other								
				TOTAL Section 2200								
	2300			Communication Costs								
			2301	Basic PTT charges								
			2302	Call charges								
			2303	Other								

C H A P T E R	S E C T I O N	A R T I C L E	I T E M	Description	Actual Expenditure		Agreed Budget		Estimated Budget		Provisional Estimates	
					FY (Previous YR)	BEF	FY (This YR)	BEF	FY (Next YR)	BEF	FY (2nd following YR)	BEF
(a)	(b)	(c)	(d)		(f)	(g)	(h)	(i)				
	2400			TOTAL Section 2300								
		2410		General Services								
			2411	TLP-Central-Zone Heating								
			2412	Electricity								
			2413	Water								
			2414	Maintenance								
			2415	Other								
		2420		TLP-South-Zone								
			2421	Heating								
			2422	Electricity								

CHAPTER	SECTION	ARTICLE	ITEM	Description	Actual Expenditure FY (Previous YR)	Agreed Budget FY (This YR)	Estimated Budget FY (Next YR)	Provisional Estimates FY (2nd following YR)
(a)	(b)	(c)	(d)		BEF	BEF	BEF	BEF
					(f)	(g)	(h)	(i)
			2423	Water				
			2424	Maintenance				
			2425	Other				
			2426	Minimum maintenance				
		2430	2412	2 W Tac installations				
			2431	Heating				
			2432	Electricity				
			2433	Water				
			2434	Maintenance				
			2435	Other				
				TOTAL Section 2400				
				TOTAL CHAPTER 2000				