

Գլխավոր տեղեկություն

Տիպ	Agreement
Ակտի տիպ	Հիմնական ակտ (24.01.2018-մինչ օրս)
Կարգավիճակ	Active
Սկզբնաղբյուր	
Ընդունող մարմին	Republic of Armenia
Ընդունման ամսաթիվ	14.07.2017
Ստորագրման ամսաթիվ	14.07.2017
Ուժի մեջ մտնելու ամսաթիվ	24.01.2018

A G R E E M E N T

BETWEEN THE REPUBLIC OF ARMENIA AND THE NATO SUPPORT AND PROCUREMENT ORGANISATION ON SUPPORT COOPERATION

Preamble

Whereas:

The Republic of Armenia is a recognized NATO partner, which has signed the "Agreement between the Republic of Armenia and the North Atlantic Treaty Organisation on Security" dated 13 January, 1995;

the Ministry of Defense of the Republic of Armenia has expressed interest in the services offered by the NATO Support and Procurement Organisation (NSPO) and wishes to establish cooperation in certain areas of logistics, operational support and systems support;

the North Atlantic Council has delegated authority to the NSPO Agency Supervisory Board to conclude an agreement on support cooperation with the Republic of Armenia, on the understanding that with this Agreement the Republic of Armenia does not seek membership in the North Atlantic Treaty Organisation and entry into such Agreement is not a legal basis for the Republic of Armenia to lay claim to such status;

the Agency Supervisory Board of the NATO Support and Procurement Organisation has consented to provide the Republic of Armenia with support services (as hereinafter specified) and has authorized the NSPA General Manager to sign this Agreement;

Noting:

the Charter of the NATO Support and Procurement Organisation approved by the North Atlantic Council on 10 March 2015;

the "Agreement between the Republic of Armenia and the North Atlantic Treaty Organisation on Security" dated 13 January 1995;

that the present Agreement constitutes the legal basis for establishment of the logistics relations as specified in the articles hereinafter between the Republic of Armenia and NSPO.

The Republic of Armenia and the NATO Support Organisation, hereinafter referred to as "the Parties", have agreed the following provisions:

ARTICLE 1

Definitions/Abbreviations

In the text of this Agreement and in that of any ensuing specific instruments:

- "NATO" signifies the North Atlantic Treaty Organisation.
- "NAC" signifies the North Atlantic Council.
- "NSPO" signifies the NATO Support and Procurement Organisation, which constitutes an

integral part of NATO.

- "NSPA" signifies the NATO Support and Procurement Agency, which is the Executive Body of the NSPO and an integral part of the NSPO.

- "Support Partnership" refers to an entity established within the NSPO under precise terms and conditions agreed to by two or more NATO nations wishing to organize in common the support and services of activities within the scope of the NSPO's mission.

- "Technical information" means recorded or documented information of a scientific or technical nature, whatever the format, documentary characteristics or medium of presentation. This information may include, but is not limited to, any of the following: experimental and test data, specifications, designs and design processes, information on or contained in inventions and discoveries whether patentable or not, technical descriptions and other works of a technical nature, semiconductor topography/mask works, technical and manufacturing data packages, know-how and trade secrets and information relating to industrial techniques. It may be presented in the form of documents, pictorial reproductions, drawings and other graphic representations, disk and film recordings (optical, magnetic and laser), computer software both programmatic and data base, and computer memory printouts or data retained in computer memory, or any other form.

- "C-M (2002)49" refers to NATO Document C-M (2002) 49 signed on 7 May 2013, together with its Supporting Directives, which issues NAC policy on Security within the North Atlantic Treaty Organization (NATO).

- "C-M (2002)50" refers to NATO Document C-M (2002) 50 signed on 17 June 2002, together with its Supporting Directives, which issues NAC policy on Protection Measures for NATO Civil and Military Bodies, deployed NATO Forces and Installations (Assets) against terrorist threats.

ARTICLE 2

Purpose

This Agreement establishes the legal framework and foresees the basic principles for the support co-operation between the Republic of Armenia and NSPO in well-defined areas including, but not restricted to, supply, maintenance, procurement of goods and services, transportation, configuration control, technical assistance and execution of Trust Fund Projects for which NSPA is the Executing Agent.

ARTICLE 3

Implementation

3.1 Under this Agreement, specific written instruments may be drawn up for the implementation of the support co-operation between the Parties.

3.2 It is understood that instruments referred to in Article 3.1 may require the prior approval of the Ministry of Defence of the Republic of Armenia and of the NSPO Agency Supervisory Board and will, where applicable, require the approval of the country of origin of the weapon system or equipment involved.

ARTICLE 4

Financial Arrangements

4.1 The Republic of Armenia shall bear the cost of support or services requested of and rendered by NSPO under the written instruments referred to in Article 3.1 of this Agreement, including costs incurred in the event of termination or withdrawal, covered under Article 13 of this Agreement.

4.2 All risks inherent in the performances of support or services provided by NSPO under this Agreement shall be borne by the Republic of Armenia.

4.3 The financial liability for costs arising from or related to any legal liabilities that might be incurred by NATO and/or NSPO respectively NSPA, in the performance of activities and/or services requested by the Republic of Armenia in the written instruments referred to in Article 3.1 of this Agreement, shall also be borne by the Republic of Armenia. Under no circumstances shall this Agreement give rise to any liability for NSPO or NSPA.

ARTICLE 5

Liability, Warranty and Insurance

5.1 The Republic of Armenia receiving material or services under this Agreement shall waive all claims for injury (including injury resulting in death), loss or damage, when such injury, loss or damage arises from normal use and/or operation of such material or services.

5.2 The Parties will afford each other mutual protection against any claim or action of whatever nature brought by any third party against one of the two Parties. The Republic of Armenia shall

indemnify NSPO against claims of whatever nature made by third parties related to activities under this Agreement.

5.3 Each instrument of the type referred to in Article 3.1 will, as appropriate, detail the commercial warranty covering the material or services to which it pertains, for each sector of activity and tasking involved. NSPO itself is not in a position to offer any warranty on goods or services, nor to warrant that goods or services delivered are free of any defects.

5.4 Shipments arranged by NSPO under instruments referred to in Article 3.1 will not normally be insured unless specifically requested by the Republic of Armenia. The cost of such insurance as may be requested by the Republic of Armenia will be reimbursed to NSPO.

ARTICLE 6

Management

6.1 The departments designated by each Party, responsible as points of contact under this Agreement are indicated in the attached Annex 1.

6.2 For written instruments referred to in Article 3.1 the Parties may designate specific points of contact.

ARTICLE 7

Security Requirements

7.1 The Parties will develop and implement a coordinated program for industrial security based on the NATO Security Policy (C-M (2002) 49 and C-M (2002) 50) and its Supporting Directives.

7.2 The Parties will notify each other of the security classification laid down by the originating Party with respect to any information or data to be supplied to the other Party under the terms of an instrument referred to in Article 3.1.

7.3 Any exchange of classified information, including contracts involving such information, must comply with the provisions set out in the "Agreement between the Republic of Armenia and NATO on security" dated 13 January, 1995, and with the security requirements set out in the NATO Security Policy (C-M (2002) 49 and C-M (2002) 50) and its Supporting Directives.

ARTICLE 8

Exchange of Technical Information subject to Property Rights

8.1 Data and information to be transferred, released or otherwise exchanged under an instrument referred to in Article 3.1 and which are clearly identified by one or other of the Parties, by means of an appropriate stamp, legend or other written indication, as being covered by property rights, will be subject to the following provisions.

8.2 Each Party undertakes:

8.2.1 to use information belonging to the other Party only for the purposes of the instruments referred to in Article 3.1;

8.2.2 to fully safeguard the confidentiality of information belonging to the other Party and to refrain from disclosing, transferring or otherwise making available such information to any third party;

8.2.3 to treat information belonging to the other Party as classified information and to safeguard same by exercising the same care and applying the same controls with respect thereto as the recipient Party normally exercises and applies to protect its proprietary information, in order to avoid inadvertent disclosure, publication, dissemination or transfer, and to take all necessary actions to ensure that only those employees of the recipient Party having a specific "need to know" will have access to information belonging to the other Party.

8.3 Information will not be deemed to be subject to property rights - and will give rise to no obligation on the part of the recipient Party - when that information:

8.3.1 is within or enters the public domain due to no malicious or illicit act on the part of the recipient Party;

8.3.2 has been supplied in a legitimate manner by a third party, without similar restrictions and without infringement of this Agreement;

8.3.3 is approved for release or use by written authorization of the ceding Party.

8.4 Unless specifically agreed by the Parties, nothing contained in the relevant instruments of the kind referred to in Article 3.1 will be deemed to grant any right or license in respect of any patents, inventions or data at any time owned by either of the Parties.

ARTICLE 9

Taxes, Duties and Other Mandatory Charges

NSPO being an international organisation whose activities are of exclusively non-commercial nature, and considering that NSPO under this Agreement coordinates the implementation of technical and/or humanitarian assistance projects and other mutually agreed activities in the Republic of Armenia, its assets, income and other property shall be exempt from:

9.1 all direct and indirect taxes, as well as all other mandatory charges; NSPO will not, however, claim exemption from rates, taxes or dues which are no more than charges for public utility services¹;

9.2 all customs duties on imports and exports in respect of articles imported or exported by NSPO for its official use; articles imported under such exemption shall not be disposed of, by way either of sale or gift, in the Republic of Armenia into which they are imported, except under conditions approved by the Government of the Republic of Armenia;

9.3 all customs duties on imports and exports in respect of its publications.

Under this Agreement, NSPA shall be allowed:

9.4 to contract directly for the acquisition of goods, services and construction from any source within and outside the territory of the Republic of Armenia. Such contracts, goods, services and construction shall not be subject to the payment of any duties, taxes or other mandatory charges in the Republic of Armenia.

ARTICLE 10

Immunities and Privileges

10.1 For the purpose of Article 10, NSPA personnel includes all military and civilian personnel assigned or attached to or employed by NSPA, as well as personnel employed by a firm under contract with NSPA, with the exception of the citizens of the Republic of Armenia locally hired by NSPA.

10.2 NSPA personnel, as defined in Article 10.1 of the present Article, shall enjoy the privileges, immunities and assistance, including diplomatic immunity from all legal process, whether civil, administrative or criminal, arising out of any acts or omissions within the territory of the Republic of Armenia to the extent usually granted to the members of the diplomatic staff of diplomatic missions, accredited in the Republic of Armenia under the Vienna Convention on Diplomatic Relations done 18 April 1961.

10.3 For the purpose of carrying out their assigned NATO duties, NSPA personnel shall enjoy, together with their vehicles, the necessary free passage and access throughout the Republic of Armenia. Access to restricted security zones shall be coordinated with authorities of the Government of the Republic of Armenia.

10.4 NSPA personnel shall be exempt from taxation by the Republic of Armenia on their salaries and emoluments received from NSPA and on any income received from outside the Republic of Armenia.

10.5 The property (including also vehicles) of NSPA personnel imported into and/or exported from the Republic of Armenia for the personal and official use shall be exempted from all taxes, duties and customs inspections. Tax exemption on goods purchased by NSPA personnel for personal purposes in the Republic of Armenia will be in line with the national legislation of the Republic of Armenia.

10.6 The citizens of the Republic of Armenia, locally hired by NSPA, shall be subject to the national legislation of the Republic of Armenia. However, they shall be immune from any civil, criminal and administrative processes in respect of words spoken or written and all acts performed in their official duties and thus shall be subject only to employment terms and conditions established by NSPA for the duration of their employment by NSPA.

ARTICLE 11

Visit Procedures

11.1 Representatives of the Parties will, on request, be granted access to governmental or private facilities where work, including tests and trials, is being carried out under an instrument concluded within the framework of this Agreement subject to the "need to know" of these representatives.

11.2 The organisation of visits will comply with the Security Regulations laid down in Enclosure G to CM (2002) 49 under the heading "International Visits". All visitors will also comply with any additional security and safety regulations laid down by the host Party. Trade secrets and other technical information communicated to visitors will be treated as if they had been made available to the Party sponsoring the visitors.

ARTICLE 12

Amendments

12.1 Amendments to this Agreement may be done by mutual consent of the Parties and shall be done in separate protocols.

12.2 Amendments shall come into force in accordance with Article 16 of this Agreement and shall become an integral part of this Agreement.

ARTICLE 13

Termination

13.1 If one of the Parties wishes to terminate this Agreement or terminate or withdraw from one of the written instrument referred to in Article 3.1, that Party can only do so with effect, at earliest, from the first January of any following year and will notify the other Party in writing of its withdrawal at least six months in advance of that date.

13.2 In the event of termination by one of the Parties from this Agreement or termination or withdrawal from one of the written instruments referred to in Article 3.1 the Parties will consult with one another in a timely manner as to the most satisfactory termination or withdrawal arrangements.

13.3 If required by the notice of termination of the present Agreement, the Parties will negotiate, for each instrument of the kind referred to in Article 3.1, the earliest possible termination or withdrawal date and the settlement of financial issues with respect to the ongoing tasks and services. The Party terminating or withdrawing will meet in full its commitments up to the effective date of termination or withdrawal.

13.4 If the Parties decide jointly to terminate this Agreement, they will jointly meet any termination costs.

13.5 The rights and responsibilities of the Parties regarding disclosure and use of technical information, security, sales and transfers to third parties, claims and liabilities related to the settlement of disputes will continue, irrespective of a Party's withdrawal from or termination of this Agreement or any written instrument of the kind referred to in Article 3.1.

ARTICLE 14

Language

The NATO policy of producing written instruments as referred to in Article 3.1 in the English and French language will be applied.

ARTICLE 15

Settlement of Disputes

Any differences arising between the Parties relating to the interpretation or application of the present Agreement will be settled by negotiation between them without recourse to any national or international court or tribunal or third party.

ARTICLE 16

Effective Date

This Agreement shall enter into force on the date of receiving the written notification from the Republic of Armenia by NSPO, through diplomatic channels, of the completion of the internal procedures necessary for its entry into force.

ARTICLE 17

Signature

Done in Luxembourg on «14» July 2017 and in Brussels on «14» July 2017 in two original copies, each in the Armenian, English and French languages. In case of any dispute, or any issue relating or related to the interpretation or implementation of the provisions of this Agreement, the Parties shall use the English text as the authoritative version.

ANNEX 1

The points of contact for all matters concerning the provisions of this Agreement are as follows:

For the Ministry of Defence of the Republic of Armenia
Defence Policy Department
Bagrevand 5, Yerevan, RA, 0044

Tel.: int. +37410 29 4529
Fax: int. +37410 29 45 31

For NSPO:
The Legal Advisor
L-8302 Capellen,
Luxemburg

Tel.: int. +352 3063 6554
Fax: int. +352 3063 6986

¹ The Republic of Armenia interprets the concept of public utility service as meaning “charges for the service provided by the state bodies”.