

MINISTARSTVO VANJSKIH POSLOVA
I EVROPSKIH INTEGRACIJA CRNE GORE
Podgorica

Primijeno: 03. 04. 2013			
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MEMORANDUM OF UNDERSTANDING

between

**the Ministry of Defence
of the Republic of Montenegro**

and

**the Ministry of Defence
of the Republic of Macedonia**

on

co-operation in the defence field

The Ministry of Defence of the Republic of Montenegro,

and

the Ministry of Defence of the Republic of Macedonia,

hereinafter referred to as „*Participants*“,

convinced that the co-operation in the defence field forms an important component of the friendly relations between Republic of Montenegro and Republic of Macedonia,

desiring to establish the framework for a co-ordinated mutual co-operation in the defence field,

have decided as follows:

Article 1 **Principles of co-operation**

(1) The Participants will, on the basis of reciprocity and mutual benefit, promote and strengthen the mutual co-operation under this MoU in accordance with the respective rules of national or international law binding upon them.

(2) This MoU is not intended to conflict with the national or international law applicable to the Participants. In case of conflict, the latter will prevail.

Article 2 **Areas of co-operation**

The co-operation in the defence field between the Participants comprises in particular the following areas:

- a. security and defence policy;
- b. logistics;
- c. armament- and defence technology;
- d. international operations;
- e. military training and education;
- f. cooperation of military intelligence;
- g. other areas agreed upon by the Participants.

Article 3 **Forms of co-operation**

(1) The co-operation under this MoU will be realised through the following activities:

- a. visits at the level of ministers of defence, chiefs of general staff and other representatives of the Participants;
- b. sending or exchange of experts;

- c. sending or exchange of personnel for military training;
- d. other forms agreed upon the Participants.

(2) The Participants may conclude implementing arrangements to specify these forms of co-operation in more detail, if necessary.

Article 4 Points of Contact

The Participants notify each other the Points of Contact. These Points of Contact co-ordinate the co-operation under this MOU, in particular the elaboration of the annual Plan of Co-operation. Any changes to these Points of Contact will be notified to the other Participant without delay.

Article 5 Plan of Co-operation

(1) The co-operation under this MoU will be based on a Plan of Cooperation, which will be elaborated every year for the following calendar year, respectively.

(2) To that end, the Participants convey each other until the 15th of August of every year their proposals for the Plan of Co-operation for the following calendar year.

(3) The collection of these proposals and the final elaboration of the Plan of Co-operation for the following calendar year will be accomplished by the Points of Contact until the 30th of October of the year preceding this calendar year.

(4) The Plan of Co-operation contains the list of activities to be performed during the respective calendar year, including the time and place of realisation, the type and number of participants, and an indication of the departments responsible for the execution of the respective activity.

(5) The Plan of Co-operation may be amended at any time by mutual consent of the Participants.

(6) The correspondence necessary for the preparation and the execution of the Plan of Co-operation will be exchanged through the appropriate military diplomatic channels.

Article 6 Financial matters

(1) Notwithstanding the provisions contained in paragraphs 2 and 3, each Participant bears generally its own costs related to the execution of this MoU.

(2) In case of sending or exchange of personnel in connection with the execution of this MoU, the following principles will apply:

- (a) The sending Participant meets the travel expenses of the persons sent, to and from the place determined by the hosting Participant. This principle also applies in case of untimely return of a sent person.
- (b) The hosting participant will provide upon request free of charge emergency medical care in military medical establishments.
- (c) The hosting Participant provides against reimbursement or compensation:
 - accommodation and meals, and
 - the necessary transports within its territory.

3) In case of joint exercises and other activities of special interest, the Participants may make separate arrangements for the reimbursement or compensation of costs for services or support provided by the hosting Participant.

Article 7 Protection of information

In the absence of agreements applicable between the Participants on the protection of classified information or material, the Participants will protect classified information or material exchanged or provided under this MoU in accordance with the respective laws and regulations binding upon them. Such information or material will not be published or transmitted to third parties without the written approval of the providing Participant, unless the mentioned laws or regulations necessitate the transmission. Military classified information will only be exchanged, if the receiving Participant can ensure a level of protection equal to that of the providing Participant.

Article 8 Settlement of disputes

Disputes arising out of the interpretation or application of this MoU will be resolved through negotiations between the Participants and will not be referred to any third party for settlement without the mutual consent of the Participants.

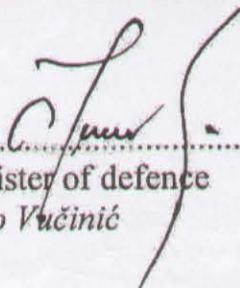
Article 9 Final provisions

- (1) This MoU will come into effect with the last signature.
- (2) This MoU is concluded for an indefinite period.
- (3) This MoU can be amended at any time in writing between the Participants.
- (4) Each Participant may withdraw from this MoU with a notice given in writing to the other Participant via diplomatic channels. The MoU will be valid for three months after the last notice and the Participants will make arrangements to terminate the initiated activities and denounce the activities planned in this MoU.
- (5) Notwithstanding the termination of this MoU, any financial commitments

incurred in connection with activities under this MoU will remain binding on the responsible Participant until satisfied.

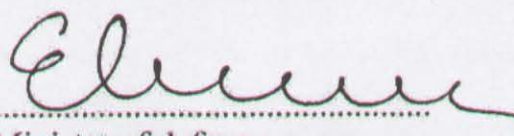
Signed in **Skopje** on **27 of February 2007**, in two original copies in the Macedonian, Montenegrin and English language. In case of disputes regarding the interpretation of this MoU, the English text will prevail.

**For the
Ministry of Defence of the
Republic of Montenegro**



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Minister of defence
Boro Vučinić

**For the
Ministry of Defence of the
Republic of Macedonia**



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Minister of defence
Lazar Elenovski