AGREEMENT ON THE MULTINATIONAL PEACE FORCE SOUTH-EASTERN EUROPE

The States-Parties to this Agreement, hereinafter referred to as the Parties,

Reaffirming their dedication to the purposes and principles provided by the United Nations Charter,

Cognisant of the fact that, politico-military co-operation has become a key element in strengthening the European capabilities in the fields of security and defence,

Believing that co-operation and dialogue among the countries of the region of South-Eastern Europe must be further developed,

Wishing to contribute to the enhancement of interoperability,

Considering their commitment to contribute to regional security and stability, and to foster good neighbourly relations among the countries in South-Eastern Europe in the context of the South-eastern Europe Defence Ministerial (SEDM) process, the Euro-Atlantic Partnership Council (EAPC) and in the spirit of Partnership for Peace (PfP), have agreed as follows:

ARTICLE-1

DEFINITIONS

1. In this Agreement the expression :

   a. "Coalition of the Willing" means group of states, based on individual decisions and preferences, making up a coalition for the purposes of either actually participating in and/or providing political, logistic and other types of support to particular operations,

   b. "Conflict Prevention" means activities, normally conducted under Chapter VI of the UN Charter. They range from diplomatic initiatives to preventive deployments of forces intended to prevent disputes from escalating to armed conflicts or from spreading. Conflict prevention can also include fact finding missions, consultations, warnings, inspections and monitoring.

   c. "Contingency Establishment (CE)" means the table setting out the authorised re-distribution of manpower and augmentation of personnel for the Force HQ under operational conditions.
d. "Contingency Operations Plans (COPs)" means plans which are developed for possible operations where planning factors (e.g. scope, forces, destination, risks, area of operations etc.) have been identified or can be assumed. These plans are produced in as much detail as possible, including the forces needed and deployment options, as a basis for the actual subsequent operational planning.

e. "Deployment" means the relocation of forces to desired areas of operations.

f. "Employment" means use of forces in the theatre of operations.

g. "Humanitarian Operations" means operations conducted to alleviate human suffering. Humanitarian operations may precede or accompany humanitarian activities provided by specialised civilian organisations.

h. "Operations and Maintenance" means all the activities to ensure the effective use of common-funded facilities - in accordance with the goal for which they were constructed or modified - and to upkeep that infrastructure during its useful life in a condition commensurate with the criteria and standards for which it was designed and constructed.

i. "Organisation of Action (ORACT)" means the definite structure of the South-Eastern Europe Brigade (SEEBRIG) shown as a table.

j. "Peace-building" means actions which cover political, economic, social and military measures and structures aiming to strengthen and solidify political settlements in order to redress the causes of a conflict. This includes mechanisms to identify and support structures which tend to consolidate peace, advance a sense of confidence and well-being and support economic and civil reconstruction.

k. "Peace Enforcement" means operations undertaken under Chapter VII of the UN Charter. They are coercive in nature and are conducted when the consent of all Parties to a conflict has not been achieved or might be uncertain. They are designed to maintain or re-establish peace or enforce the terms specified in the mandate.

l. "Peacekeeping" means operations generally undertaken under Chapter VI of the UN Charter and conducted with the consent of all the Parties to a conflict to monitor and facilitate implementation of a peace agreement.

m. "Peacemaking" means the diplomatic activities conducted after the commencement of a conflict, aimed at establishing a cease-fire or a rapid peaceful settlement. They can include the provision of good offices, mediation, conciliation and such actions as diplomatic pressure, isolation or sanctions.

n. "Peace Support Operations" means multi-national operations conducted impartially in support of a UN/OSCE mandate involving military forces and diplomatic and humanitarian agencies, designed to achieve a long term political settlement or other conditions specified in the mandate. They include peacekeeping and peace
enforcement as well as conflict prevention, peacemaking, peace building and humanitarian operations,

o. "Personnel Establishment (PE)" means the table setting out the authorised routine organisational structure and manpower requirement for the Force HQ.

p. "Rules of Engagement (ROE)" means directives to military forces (including individuals) that define the circumstances, conditions, degree, and manner in which forces, or actions which might be construed as provocative, may, or may not, be applied. ROE are not used to assign tasks or give tactical instructions. With the exception of self-defence, during operations, ROE provide the sole authority to forces to use force.

r. "Transfer of Authority (TOA)" means the formal transfer of a specified degree of authority over designated forces between a Party and the Commander of the SEEBRIG (COMSEEBRIG) or between any two subordinate commanders.

s. "Voluntary National Contribution (VNC)" means subject to PMSC approval, voluntary manning by the Parties, of the Brigade HQ or other multinational formations, outside the scope of the approved PE, for a limited period of time and for meeting specific requirements of expertise.

ARTICLE-II

PRINCIPLES

1. The parties ensure that the activities of the Multinational Peace Force South-Eastern Europe (MPFSEE/the Force) or South-Eastern Europe Brigade (SEEBRIG/the Brigade) hereby established are consistent with the purposes and the principles of the United Nations Charter.

2. This initiative:

a. is neither directed against any third state nor intended to form a military alliance of any form against any country or a group of countries. -

b. is transparent and open to the North Atlantic Treaty Organisation (NATO) and Partnership for Peace (PfP) nations in the region, "able and willing" to contribute constructively, at any later stage.

c. will be inline with and supportive of PfP programmes which aim at the improvement of the-regional co-operation within PfP and shall allow essential cooperation within the framework of the United Nations (UN), NATO, the Organisation for Security and Co-operation in Europe (OSCE) and the Western European Union (WEU).

3. This Agreement will not affect in any way the rights and obligations of the
Parties stemming from the treaties and agreements that they had previously signed.

4. All decisions concerning MPFSEE will be taken by consensus among the Parties.

ARTICLE-III

ESTABLISHMENT, DEPLOYMENT AND EMPLOYMENT OF THE MULTINATIONAL PEACE FORCE SOUTH-EASTERN EUROPE

1. The Parties hereby establish the Multinational Peace Force South-Eastern Europe (MPFSEE) at brigade level. The location of the Force HQ/Nucleus Staff will be decided by consensus among the Parties.

2. The Brigade will be declared to UN and to OSCE. It will be available, commensurate with its capabilities, for employment in conflict, prevention and in other peace support operations, including peace-keeping, peace-making, peace-building and humanitarian operations.

3. The Force will be available for possible employment in UN or OSCE-mandated NATO-led or WEU-led conflict prevention and other peace support operations. It could also participate in "coalition of the willing" type international initiatives. The Force will also function "within the spirit" of PfP.

4. The decision for participation in operations and deployments, which is initially to be proposed by the Politico-Military Steering Committee (PMSC), will be subject to political and military consultation as detailed in Article IV and will be approved by the Parties through their respective national legal procedures.

5. After the joint case-by-case political decision is made for participation in operations and for the deployment of the Force, by the Parties, they must make their contributions available for the Force within the time frame proposed by the relevant authorities and decided by the PMSC. Participation in a particular force "package" for a specific operation is a purely national preference.

6. Tasks to be undertaken by the Brigade and the Rules of Engagement (ROE) shall be derived from the resolutions of the international organisation which has undertaken a given operation and shall be subject to approval of the Parties, based on the proposals by the PMSC.

7. In NATO-fed, or WEU-led peace support operations, the Brigade will be subordinate to the bodies delineated in the mandate of the relevant international organisation after the Parties have agreed to undertake such operation. The military body under which the Brigade will function will be jointly decided by the Parties.

8. The Brigade shall be withdrawn from operations by virtue of a joint decision
made by the Parties committing forces to this operation.

9. Each Party reserves the prerogative to withdraw its forces and/or personnel from a given operation, provided that all the other Parties are informed and invited to consultations no later than 30 days before such a decision is implemented.

ARTICLE -IV

POLITICAL AND MILITARY CONSULTATION AND DECISION MAKING

1. Political and military consultation and decision making will be carried out through meetings of Ministers of Foreign Affairs, Ministers of Defence, Chiefs of Defence Staffs and the Politico-Military Steering Committee.

2. Foreign Affairs Ministerial meetings are intended to focus on political subjects and political aspects of military operations such as, new membership, participation in the Force, involvement in peace initiatives and/or peace support operations, contingencies, relations with international organisations, revision and amendment of this Agreement and related documents and overall political guidance.

3. Defence Ministerial meetings are to review military subjects and to make decisions/recommendations, as appropriate; in particular, participation in operations, overall guidelines for the employment of the Force, ROEs, approval of COPs and Operational Plans.

4. The meetings of Chiefs of Defence Staffs are advisory for high-level military consultation which provide for the discussion of any issues of military technical nature and for making recommendations, as necessary, with respect to such subjects.

5. MPFSEE Ministerial meetings and the meetings of MPFSEE Chiefs of Defence Staffs should take place at least once a year, or in response to an invitation by one of the Parties. The necessity, frequency, actual time and location of these meetings are subject to consultation among the Parties.

6. A Politico-Military Steering Committee (PMSC) will be established as the joint executive body for oversight and providing policy guidance for deployment, employment and other activities of the MPFSEE.

7. For the PMSC, each Party will nominate a delegation, headed by a senior representative., who may be advised by area experts.

8. From the date on which this Agreement enters into force, the chairmanship of the PMSC will rotate annually among the Parties. The rotation will be in alphabetical order, unless otherwise decided by the Parties.
9. The PMSC will determine its own organisation as and if deemed necessary and internal rules while abiding by the following general principles:

   a. It will meet regularly and at such intervals as necessary to carry out its responsibilities and as soon as possible in response to a specific request by any Party or an invitation by the Chairman.

   b. Regular meetings will take place twice a year, spring and fall, and will be hosted by the Party holding the Chairmanship. This Party will also take over the responsibility for secretariat.

   c. All decisions will be taken by consensus among participants.

10. The PMSC may establish subordinate ad-hoc working groups for detailed consideration of specific areas, as necessary.

11. The primary role of PMSC is to provide oversight to ensure conformity and harmony with the aims and principles as set forth in this Agreement.

12. The PMSC will develop policies and guidance for Ministerial approval necessary to enable effective functioning and employment of the MPFSEE in following areas:

   a. Annual programme to include exercises and training, based on the COM/MPFSEE proposal,

   b. Administration and co-ordination of national indications of troop contributions eligible and appropriate for the MPFSEE,

   c. Proposals concerning possible deployments,

   d. Employment policy including guidelines for the use of force and Rules Of Engagement (ROEs),

   e. Logistic support, movement and transport requirements and capacities,

   f. Common budget, including -but not limited to- Force HQ, Nucleus Staff and Exercise budgets,

   g. Restructuring force and command/control organisation as necessary,

   h. Relations with similar formations, within the framework of UN, NATO, OSCE and WEU,

   i. Public information policy,

   j. Revision of this Agreement and related documents for further action as necessary,
k. Interoperability and standardisation issues.

13. The PMSC will review new applications -to include re-allocation of PE slots- for participation in MPFSEE and it will make recommendations for Ministerial approval.

14. Furthermore, the PMSC will have the authority to:

a. Approve generic Contingency Operations Plans (COPs), prepared by the Nucleus Staff, as directed by the MPFSEE Ministers,

b. Oversee the preparation of actual operational plans and endorse them for Ministerial approval,

c. Establish standards for unit training,

d. Approve doctrine papers for MPFSEE,

e. Approve training documents -as deemed necessary- prepared by the Force HQ,

f. Approve MPFSEE Information Security Directive (ISD),

g. Establish joint teams to evaluate readiness levels of units, in accordance with the standards and rules to be established.

15. The PMSC will also be responsible for:

a. Oversight of performance, funding, manning -to include endorsement of VNC manning- and support of the Nucleus Staff, including approval of the Force HQ Budget,

b. Revision of the Terms of Reference for the Commander, Deputy Commanders and Chief of Staff, as necessary.

16. The PMSC will submit reports for consideration at the Ministerial meetings and for the meetings of Chiefs of Defence Staffs, annually and/or as necessary.

17. Conference and other administrative costs related to meetings of the PMSC, except travel, billeting and living costs will, in principle, be cohered by the host country.
ARTICLE-V

LANGUAGE

The working language of the MPFSEE shall be English.

ARTICLE-VI

THE FORCE STRUCTURE

1. The Force is composed of ground elements only, as no direct participation from air or naval services (except for Tactical Air Control Parties /TACPs) is foreseen. The SEEBRIG will be an "ON-CALL" Land Force, supported by elements from other services, as and if necessary.

2. Units allocated to the Force will remain at their permanent homebase locations and they will come together to form the appropriate force for exercises/training activities in accordance with jointly prepared programmes, and for contingencies should there be a decision by the Parties to that effect.

3. The Parties shall designate separate units and/or capabilities along with equipment from the structure of the armed forces in their own countries, which shall be incorporated in the composition of the Brigade. The respective units will remain within the national command structure, until such time that they are declared mission-ready and are made subordinate to joint command i.e. COMSEEBRIG.

4. The basic units of the Force will be battalion size formations. Each battalion is to be composed of 2 or 3 companies, combat support and combat service support units. The battalion size units could also be multinational. The units, in principle, are 'to be self-sufficient.

5. The necessary details concerning the Force Structure to include national contributions/commitments and procedures to maintain an up-to-date Organisation of Action (ORACT) are at Annex-A (Force Structure). Procedures for Transfer of Authority (TOA) and for the Force Generation Process are to be found at Annex-B (Force Generation).

ARTICLE VII

COMMAND AND CONTROL STRUCTURE

1. The structure of the Force HQ to include a Nucleus Staff, the Contingency Establishment (CE) for the Force HQ and Personnel Establishment (PE) for the Nucleus Staff are included in Annex-C (Force Headquarters) of this Agreement, the staff slots -except the Brigade Command Group- are to be allocated to the Parties according to the ratio of their respective force contributions.
2. The Brigade Command Group shall be composed of the Commander of the Brigade, two Deputies, Chief of Staff and two Deputy Chiefs of Staff. The duties of the Brigade Commander shall be discharged on a two-year basis by an Army brigadier general of the Parties, where the duties of the Chief of Staff in the Brigade are discharged by a colonel of the Host nation. The other key command posts are to be rotational once every two-three years among the Parties. The exact length of rotation would be subject to advance consultation. The Host Nation would be excluded from COM, DCOMs and DCOS rotation.

3. The force HQ is to be fully activated for exercises and operations. Other than those times, a permanent Nucleus Staff will function under the command of the COMSEEBRIG.

4. The Nucleus Staff, in close co-ordination and consultation with respective national HQs, will develop Standard Operating Procedures (SOPs), databases and options for strategic movement necessary to reduce planning and deployment time in advance of any actual deployment. It will plan and prepare for the conduct of operational and logistic training and exercises, based on the decisions of the Politico-Military Steering Committee. It shall develop generic Contingency Operations Plans. It shall participate in fact-finding missions to be conducted in preparation for missions involving the deployment and employment of the Brigade.

5. All personnel assigned to the Contingency Establishment will, in principle, be deployed with the Brigade HQ during operations, regardless of the national participation in the force package tailored for a specific operation.

6. HQ Company along with Signal Company will be maintained at the appropriate 'readiness level in order to provide support to the Nucleus Staff for essential functions.

7. The Brigade Commander shall have the right to issue orders to subordinate units when the SEEBRIG is undergoing joint training, preparing for action in an area of operation in which the SEEBRIG is going to participate and for the duration or such an operation. These units shall be obliged to discharge the orders received, provided that they are not in conflict with the internal law of the country of which they are citizens and provided that they are in line with the goals and principles for which the Force was created, consistent with the mandate the Force is operating under and in conformity with the ROE in force.

8. The Force Commander will submit an annual report and status reports, as necessary, to the Politico-Military Steering Committee with information copies to the relevant military authorities of the Parties.
ARTICLE-VIII
TRAINING ACTIVITIES

1. The activities such as unit training and exercises, visits, reconnaissance, study periods for planning and concept development, courses and language training will be conducted in order to increase the effectiveness of the Force.

2. The Parties will be responsible for the training of their own units in their permanent locations and in national training facilities in accordance with jointly established standards.

3. Joint training to include reconnaissance activities, command post/field training exercises, and crisis management exercises will be conducted according to commonly agreed-upon plans and programmes.

ARTICLE-IX
INFORMATION SECURITY

1. All classified information exchanged in connection with the execution of this Agreement is subject to equal protection in accordance with the classification given by the originator and in compliance with the binding internal legislation of each Party which received such information.

2. The Parties will have no right to disclose any such information to any third party without the written consent of the originator.

3. The detailed principles and methods for securing classified information shall be stipulated in a MPFSEE Information Security Directive (ISD) to be approved by the Politico-Military Steering Committee.

ARTICLE-X
LOGISTICS

1. Logistics, in principle, is a national responsibility. Each Party is responsible for the logistic support of its own troops including strategic movement during both the exercises and the deployment of the Force for contingencies. Moreover, the Parties are responsible for organising and equipping their own troops, with standardised and/or interoperable equipment.

2. A multinational logistics system is to be developed among the Parties. Separate agreements/MOU’s shall be concluded, on a case-by-case basis, to specify the principles for providing logistic support during operations and exercises.
3. The Party which hosts the SEEBRIG HQ will provide the Nucleus Staff with;

   a. Free of charge, the HQ facilities (including communications),

   b. Free of charge outpatients care by the Armed Forces Health Service to Nucleus Staff and their dependants,

   c. Emergency treatment in the civilian or military hospitals without any reimbursement,

   d. Petroleum Oil and Lubricants (POL) on a reimbursable basis,

   e. All basic, permanent furnishing, furniture and equipment (FFE) for the HQ.

4. The Host Nation will act as the Contracting and Procurement Agent on behalf of the Force HQ, in matters of purchase, leasing and other legally binding arrangements, based on the approved budget.

5. Annex-D (Host Nation Support) specifies the principles and all necessary details for Host Nation support to include those in Para.s 3 and 4.

**ARTICLE-XI**

**LEGAL ISSUES**

1. The provisions of PfP SOFA (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) and its Additional Protocol, done on June 19, 1995, shall be duly applicable, mutatis mutandis, to this agreement, following the completion of the ratification processes of these instruments by the Parties. If at the date when this Agreement enters into force there are still Parties which have not yet ratified PfP SOFA, the legal status of the Force will be defined by a separate Agreement among all Parties.

2. Separate agreements, on a case-by-case basis, shall specify the status of forces when the Brigade is deployed for-peace support operations.

3. Nucleus Staff personnel and their dependants will benefit from the military facilities and in conditions applicable for the equal/comparable rank/grade personnel in the Host Country in accordance with the directives in force.

4. Annexes A through E are integral parts of this Agreement.
ARTICLE-XII

FINANCIAL ISSUES

1. Start-up costs, specified in Annex-D (Host Nation Support), for the establishment of the force permanent HQ will be financed by the Host Nation.

2. The common expenditures, including O&M (Operations and Maintenance) costs for the HQ will be shared among the Parties, at a ratio of their participation within the Personnel Establishment (PE) of the HQ.

3. Equipment purchased through common funds is the common property of the Parties. The status of the common property and the national equipment provided by the host nation for temporary use, will be recorded in separate inventory lists and such acquisitions will be included, as full list, in annual reports.

4. Personnel salaries, living and accommodation allowances, transportation costs for posting to and from the HQ and similar expenses will be a national responsibility.

5. The Parties shall be responsible for funding their national contingents during training and exercises, in preparation for participation in and during a peace support operation to include equipping them up-to agreed standards.


ARTICLE-XIII

SETTLEMENT OF DISPUTES

1. Disputes arising from the interpretation or application of this Agreement shall be settled by consultation among the Parties without recourse to outside jurisdiction.

2. In the event that one of the Parties concludes that another Party is not complying or is unable to comply with the provisions of this Agreement, it may propose, in writing, consultations among the Parties which will begin 30 days after the receipt of formal written notification thereof.

ARTICLE-XIV

AMENDMENT AND REVISION

1. The Parties may propose any amendment or revision of this Agreement and/or its annexes, in writing at any time. In this case, consultations will begin 30 days after receipt of formal written notification thereof.
2. Any such amendments will enter into force when accepted in writing by all the Parties.

ARTICLE-XV

RATIFICATION-ENTRY INTO FORCE

1. This Agreement with its five Annexes shall be subject to ratification. All instruments of ratification shall be deposited in the country where this Agreement is signed. It shall notify the Parties of each deposit. Thirty days after four signatory States have deposited their instruments of ratification, this Agreement will enter into force among them. For the remaining signatory states it will enter into force thirty days after the deposit of their instruments of ratification.

2. Upon entry into force of the present Agreement, the depository will inform the UN, OSCE, NATO and WEU about the establishment of the Force.

ARTICLE-XVI

ACCESSION

1. The present Agreement shall remain open for accession by other NATO/PfP Nations in the region, able and willing to contribute constructively.

2. Upon application of a particular Nation to accede to this Agreement, the matter will be discussed by the Ministers of Foreign Affairs of the Parties.

3. After a positive decision, by consensus, on the matter by the Ministers of Foreign Affairs of the Parties and the approval of the accession decision along with associated amendments to this Agreement and to its Annexes by all the Parties, the requesting Nation shall be entitled to deposit its instruments of accession with the depository which will inform the other Parties accordingly.

4. For each country acceding to this Agreement, it will enter into force 30 days after the deposit of its instrument of accession.

ARTICLE-XVII

DURATION AND TERMINATION

1. This Agreement is valid for an indefinite period of time, unless the Parties decide otherwise.

2. The termination of this Agreement will not affect the Parties' rights to extend claims on the expenditures on the Brigade's training, supply, preparations and actions.
ARTICLE-XVIII

DENUNCIATION

1. The present Agreement may be denounced by any Party at any time.

2. This denunciation shall be affected by a written notification addressed by this Party to the depository.

3. The denunciation shall take effect one month after the receipt of the notification. After the expiration of this period, the Agreement shall cease, to be in force as regards the Party which denounced it, but it shall continue to be in force for the remaining Parties.

4. If, on the effective denunciation date, there are still financial issues or claims which affect the denouncing Party and which are not yet settled, the present Agreement will be considered to be in force for this Party and for this particular reason only until these issues are definitely settled.

This Agreement with Annexes A through E, done in one original in the English language and signed in Skopje on 26 September 1998, shall remain deposited in the archives of the country where this Agreement is signed. Duly certified copies shall be transmitted to the Parties.

ANNEXES

Annex-A :

Annex-B :

Annex-C :

Annex-D :

Annex-E :

Force Structure Force Generation Force Headquarters Host Nation Support Finance
On behalf of the States - Parties to this Agreement

Mr. Luan Hajdaraga, Minister of Defence

Mr. Gueorgui Ananiev, Minister of Defense

Mr. Apostolos Tsohatzopoulos, Minister of National Defence

Mr. Lazar Kitanoski, Minister of Defence

Mr. Beniammo Andreatta, Minister of Defence.

Mr. Victor Babiuc, Minister of National Defence

Mr. Ismet Sezgin, Minister of National Defence