

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE SLOVAK REPUBLIC
AND
THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE
NUCLEAR- TEST-BAN TREATY ORGANIZATION
ON MUTUAL COOPERATION FOR TRAINING AND EXERCISE ACTIVITIES OF
THE COMMISSION RELATED TO ON-SITE INSPECTIONS

WHEREAS, the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as “the Commission”) has been assigned the responsibility by the States Signatories to the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as “the CTBT”) to develop procedures to ensure the operationalization of On-Site Inspections (hereinafter referred to as “OSI”) according to paragraphs 12(a) and 13 of the Resolution establishing the Preparatory Commission for the Comprehensive Nuclear Test-Ban Treaty Organization adopted on 19 November 1996;

WHEREAS, the Government of the Slovak Republic (hereinafter referred to as “the Government”) and the Commission, (hereinafter referred to as “the Parties”) are interested in mutual cooperation concerning training, exercises, equipment testing and provision of sites and experts for OSI activities of the Commission, with the view of carrying out the necessary preparations for the effective implementation of the CTBT;

THEREFORE, the Parties have agreed as follows:

ARTICLE 1

DEFINITIONS

The following words and expressions shall have the following meanings:

- a) **“Implementing Protocol”** means a written agreement concluded between the designated authorities to conduct a Project under this Agreement;
- b) **“Project”** means a training, testing, exercise or other activity conducted by the Commission pursuant to an Implementing Protocol;
- c) **“PTS”** means the Provisional Technical Secretariat of the Commission;
- d) **“PTS Team”** means the officials, representatives and experts designated by the Commission to take part in an activity which is being carried out as part of a Project under this Agreement; and
- e) **“Site(s)”** means the areas that shall be made available by the Government to the Commission under this Agreement.

ARTICLE 2

PURPOSE AND SCOPE

This Agreement establishes the procedures and arrangements for the cooperation between the Parties. The Parties shall exercise their best efforts to facilitate their cooperation under this Agreement.

ARTICLE 3

AREAS AND FORMS OF COOPERATION

1. The cooperation between the Parties shall be related to the following areas:
 - a) Conduct of OSI trainings and exercises;
 - b) Testing and evaluation of OSI equipment and OSI procedures; and
 - c) Any other area of cooperation that the Parties shall agree upon within their respective sphere of competence.

2. Pursuant to the conditions agreed on a case-by-case basis in Implementing Protocols the Government shall provide to the Commission for the purposes mentioned in paragraph 1 sites, infrastructure, equipment, personnel and/or experts.

ARTICLE 4

COMMUNICATIONS AND DESIGNATION OF POINTS OF CONTACT

1. The following authorities are designated for the implementation of this Agreement:

Designated authority for the Government: The Nuclear Regulatory Authority of the Slovak Republic (UJD SR);

Designated authority for the Commission: Provisional Technical Secretariat of the Commission (PTS).

2. The authorities mentioned in paragraph 1 are, inter alia, authorised to conclude Implementing Protocols and shall designate a Point of Contact responsible for the communication and notifications related to this Agreement.
3. The Points of Contact designated by the Parties may be replaced in writing at any time without prior notice and they shall facilitate contacts between the Parties and shall make the necessary arrangements for the preparation and implementation of Projects.

ARTICLE 5

NOTIFICATION OF REQUIREMENTS

1. The Commission shall notify the designated authority for the Government of its annual requirements for site(s), the type of activities and the expected number of participants in each case no later than the end of June of the preceding year. The Commission shall inform the designated authority for the Government as soon as possible of any changes that may arise thereafter in the requirements for the site(s).
2. The designated authority for the Government shall inform the Commission by the end of the same year of the availability or unavailability of the site(s) as requested by the Commission. The Commission shall be informed as soon as possible of any changes that may arise thereafter in the availability of the site(s) due to national use.

ARTICLE 6

IMPLEMENTING PROTOCOLS

1. Implementing Protocols for carrying out specific Projects under this Agreement shall be in the form of Exchange of Letters.

2. In the event of a conflict between an Implementing Protocol and the text of this Agreement, the latter shall prevail.

ARTICLE 7

OBLIGATIONS OF THE GOVERNMENT

1. In order to implement this Agreement the Government shall:
 - a) Make available to the Commission the respective site(s) with or without infrastructure, equipment, logistic support, personnel and/or experts, as agreed in the respective Implementing Protocol;

 - b) Agree that the activities carried out as part of Projects under this Agreement shall be carried out pursuant to the decisions, regulations, rules and draft operational manuals of the Commission;

- c) Exercise reasonable care to ensure safety and security of the participants on the premises of the site(s) and, if necessary, provide a briefing to participants on such matters;
- d) Grant access to the premises of the site(s) to the PTS Team for the duration of the Project activity; and
- e) Facilitate the temporary import and the re-export of the equipment and material required for the Project activity in accordance with the relevant laws and regulations.

2. In addition, the designated authority for the Government shall:

- a) Facilitate in-country transportation of the PTS Team, equipment and other property related to the Project;
- b) Facilitate accommodation of the PTS Team;
- c) Provide necessary equipment for presentations, if any, including paper, photocopiers, fax machines, audiovisual units and staff as applicable;
- d) Provide administrative support during the Project activities as required;

- e) Provide medical support for first aid within the area for field activities, and in the case of serious emergencies, ensure immediate transportation and admission to hospital; and
- f) Assist in organizing the expedited return of PTS Team members in the event of emergency.

ARTICLE 8

OBLIGATIONS OF THE COMMISSION

The Commission and the PTS shall:

- a) Designate the members of the PTS Team and submit to the designated authority for the Government a list, including relevant personal information (nationality, name, gender, date of birth and occupation) of each PTS Team member for liaison purposes at least 30 days before the opening date of the Project;
- b) Ensure that the applicable safety and security regulations at the site are made known to the PTS Team;
- c) Provide appropriate identification of members of the PTS Team, as may be required;
- d) Provide the relevant documentation for the Commission activities during the execution of the Project;

- e) Organize and finance the round-trip transportation of the PTS Team to and from the Slovak Republic, when applicable;
- f) Finance the travel and daily subsistence allowance of the PTS Team members, while on the territory of the Slovak Republic;
- g) Serve as the point of contact for PTS Team members and their families in the event of an emergency;
- h) Provide personal medical insurance coverage for the PTS Team with regard to the risk related to attendance at the Project and their stay on the territory of the Slovak Republic; and
- i) Provide third party liability insurance coverage for the PTS Team with regard to risks and damages related to the activities carried out for Projects under this Agreement.

ARTICLE 9

FINANCIAL ARRANGEMENTS

1. The cost of the services provided by the Government to the Commission under this Agreement shall be agreed on a case-by-case basis as part of Implementing Protocols and shall be reimbursed by the Commission accordingly.

2. In each case, the designated authority for the Government shall provide the Commission with an annotated account of the total final costs along with supporting documents.

ARTICLE 10

VISAS

1. The Commission shall promptly inform the designated authority for the Government of all members of the PTS Team. The PTS shall inform members of the PTS Team that they should apply for visas and/or entry/exit permits, if required, in good time before the opening date of the Project activities.
2. The Government shall exercise its best efforts to ensure that visas are issued by its relevant authorities without unnecessary delay in accordance with the visa procedure legislation applied in the Slovak Republic and if possible free of charge.
3. The Government shall ensure, where the legislation of the Slovak Republic allows, that the visas for PTS Team members, who were unable to obtain them prior to their arrival, are issued at the point of entry to the Slovak Republic.

ARTICLE 11

PRIVILEGES AND IMMUNITIES

The Commission and the PTS Team shall enjoy in the territory of the Slovak Republic the privileges and immunities, facilities and courtesies as are necessary for their effective and full participation in a given Project activity carried out pursuant to an Implementing Protocol

under this Agreement, consistent with those granted to the United Nations under the Convention on the Privileges and Immunities of the United Nations concluded in 1946.

ARTICLE 12

INDEMNIFICATION

1. The Government shall deal with any action, claim or other demand against the Commission or the PTS Team arising out of:
 - a) Injury or damage to person or property in the premises of the sites provided for the Commission activities by the Government;
 - b) The transportation provided for the Commission activities by the Government;
 - c) The employment for the Commission activities of personnel provided or arranged by the Government.

2. The Government shall hold harmless the Commission and the PTS Team in respect of any such action, claim or other demand, except for acts resulting from gross negligence or wilful misconduct on the part of the Commission or members of the PTS Team.

ARTICLE 13

PROTECTION OF INFORMATION

Any information provided under or in connection with this Agreement, which could be considered sensitive, shall be treated as such by the Government in accordance with its respective national legislation and bilateral or multilateral agreements to which the Slovak Republic is a party, and by the Commission in accordance with its respective regulations and rules. Such sensitive information should be clearly indicated by the relevant Party.

ARTICLE 14

SETTLEMENT OF DISPUTES

Any dispute related to the implementation or interpretation of this Agreement shall be settled by mutual consultations between the Parties.

ARTICLE 15

FINAL CLAUSES

1. This Agreement is concluded for an indefinite period of time and shall enter into force on the sixtieth (60) day after delivery of the written notification of the Government to the Commission informing of the fulfilment of all national requirements necessary for its entry into force.
2. This Agreement may be changed or amended by mutual consent of the Parties. The changes and amendments shall be done in writing.
3. This Agreement may be terminated by mutual written consent of the Parties effective as of the date agreed by the Parties.

4. This Agreement may be terminated at any time by either Party by notification through diplomatic channels. In this case the Agreement shall cease to be effective on the ninetieth (90) day following the date of the receipt of such written notification by the other Party.

5. The termination of this Agreement shall not affect any financial commitments incurred in connection with activities under this Agreement, which shall remain binding on the responsible Party until satisfied.

Done at Vienna on 18 November 2015 in two originals in the English language.

For the Government
of the Slovak Republic

Miroslav Lajčák

For the Commission

Lassina Zerbo