

## **Multinational Corps Northeast Agreement**

Agreement between

The Ministry of Defence of the Kingdom of Denmark, The Federal Ministry of Defence of the Federal Republic of Germany and The Ministry of National Defence of the Republic of Poland concerning Operation of the Multinational Corps Northeast, The Ministry of Defence of the Kingdom of Denmark, The Federal Ministry of Defence of the Federal Republic of Germany, and The Ministry of National Defence of the Republic of Poland - in accordance with Article 1 paragraph 2 of the Convention of 5 September 1998 on the Multinational Corps Northeast, hereinafter: the Convention - have agreed as follows:

### Article 1

#### Purpose of this Agreement

(1) The purpose of this Agreement is to lay down details of organisation and operation of the Multinational Corps Northeast, hereinafter: the Corps.

(2) The provisions of this Agreement are supplemented by the following Annexes which are integral parts of this Agreement:

- a) Basic Structure of the Headquarters (Annex A);
- b) Infrastructure and Accommodation (Annex B);
- c) Terms of Reference for the Commander of the Corps (Annex C);
- d) Finance and Multinational Budget (Annex D);
- e) Logistics (Annex E);
- f) Mutual Medical Support for the Headquarters personnel at Szczecin (Annex F).

### Article 2

#### Location of the Corps

The Corps peacetime Headquarters is located in Szczecin, Poland.

### Article 3

#### Air Force and Navy Support

(1) There shall be a combined Air Operations Co-ordination Centre (AOCC), collocated with the Headquarters of the Corps, and a combined Maritime Liaison Cell (MLC).

(2) The AOCC and the MLC shall closely co-operate with and support the Corps in achieving its tasks and missions.

(3) Details shall be agreed upon in Technical Agreements in accordance with the applicable provisions of the Convention and this Agreement.

#### Article 4

##### Force Contributions and Structure of the Corps National Contributions

(1) For collective defence purposes under Article 5 of the North Atlantic Treaty the Contracting Parties will assign to the Corps the Danish Division (DDIV), the 14th German Mechanised Infantry Division (14 (GE) MechInfDiv), the 12th Polish Mechanised Division (12 (PL) MechDiv), and national contributions to command support elements.

(2) Poland will provide the Corps Headquarters Company and the Command Post Unit for the Command Support Brigade. The Contracting Parties will assign one signal battalion each to the Corps. Subject to the availability of the necessary equipment each battalion will be capable of establishing and operating a command post, part of the digitized Wide Area Network (WAN), as well as High Frequency (HF) Radio and Satellite Communication (SATCOM) links in order to constitute a highly capable integrated command and control support system, which will be operated by the Command Support Brigade when activated.

(3) The Contracting Parties will provide the following units for common training and exercise purposes as well as for common operations on a case-by-case basis:

a) Denmark will provide an electronic warfare unit in Company strength, a target acquisition unit (Unmanned Aerial Vehicles), low level air defence and a multiple-launched rocket system in battery strength;

b) Germany will provide a target acquisition unit in battery strength, an electronic warfare unit in company strength and psychological operations and human intelligence support as well as army aviation (for transport and anti-tank);

c) Poland will provide a combat engineer battalion, a bridging engineers battalion and an artillery battalion (self propelled medium calibre howitzers).

(4) The Commander of the Corps may request additional troop contributions or capabilities from the Contracting Parties.

#### Article 5

##### Corps Committee

(1) The Corps Committee shall advise the Contracting Parties through the appropriate channels on legal, financial and all other issues concerning the Corps.

(2) The Corps Committee shall supervise and give advice to the Commander of the Corps in all areas which are not dealt with by NATO or national authorities. This includes planning, preparation and execution of the Corps' tasks and missions as well as common training, exercises, organisation and logistics.

(3) The Corps Committee will be composed by representatives of the Contracting Parties.

## Article 6

### Directives

(1) Directives concerning the tasks and missions of the Corps as stated in the Convention and this Agreement shall be issued by the Corps Committee.

(2) Directives for preparation and employment of the Corps, when put at the disposal of NATO, shall be issued by the competent NATO Commander, as directed by SACEUR.

(3) Directives for national purposes to national support elements of the Corps shall be issued by the competent national authorities.

## Article 7

### Responsibilities of the Commander of the Corps

(1) The Commander of the Corps is responsible for the execution of all tasks given to the Corps in accordance with the Convention and this Agreement.

(2) The terms of reference of the Commander of the Corps are attached as Annex C.

## Article 8

### Responsibilities of the Deputy Commander of the Corps

The Deputy Commander of the Corps shall deputise for the Commander of the Corps.

## Article 9

### Responsibilities of the Chief of Staff of the Corps

The Chief of Staff of the Corps co-ordinates all activities of the Corps Headquarters.

## Article 10

### Task of the Staff

The task of the Staff of the Corps is to implement the Commander's directives based on directives and missions given to the Corps in accordance with the Convention and this Agreement.

## Article 11

### Allocation of Posts and Rotational Principle

(1) The following posts shall be manned by the Contracting Parties on a rotational basis: Commander, Deputy Commander, Chief of Staff and their Aide-de-Camps. The posts of the heads of the staff divisions shall be allocated to the Contracting Parties on a permanent basis as follows: G 1 and G 5/Plans & Policy by Denmark, G 2 and G 4 by Poland, G 3 and G 6 by Germany. Details are laid down in Annex A. All other posts shall be allocated to the Contracting Parties on a permanent basis by mutual consent.

(2) The normal tour of duty for the rotational posts will be three years. Transition periods that may be needed to avoid a simultaneous change of the rotational posts are possible. Such transition periods shall as a rule be limited to three months.

## Article 12

### Language Skills

The Contracting Parties shall take care that only personnel with adequate knowledge of the English language shall be transferred to the Headquarters.

## Article 13

### Application of National Law

(1) Statutory and other legal provisions of the participating states remain unaffected by this Agreement.

(2) In order to enhance co-operation and effectiveness, the Contracting Parties may authorise the Commander of the Corps to deviate from administrative and service regulations which are enacted within their responsibility.

(3) Administrative authority relating to personal - in particular disciplinary - matters including the handling of complaints, shall be exercised by the responsible national superiors in accordance with national legislation. National superiors shall co-operate in applying measures to maintain discipline and facilitate internal routines.

## Article 14

### Doctrines and Procedures

Relevant NATO doctrines and procedures are applicable.

## Article 15

### Alert and Mobilisation

- (1) Alerting is to be executed based on the NATO Precautionary System (NPS; MC 67/4) or as agreed by the Contracting Parties. The respective national Crisis Response and Alert Systems - as laid down in national plans or directives - unrestrictedly apply to the respective national contributions to the Corps.
- (2) The Commander of the Corps ensures that incoming alert messages in Danish, German or Polish, including those for exercise purposes, can be staffed and implemented. Additionally he establishes alerting procedures for the combined elements of the Corps. These procedures shall be submitted to the competent national authorities for approval.
- (3) The increase of readiness, availability and the mobilisation remain a national responsibility. For their preparation and execution the above principles for alerting correspondingly apply.

## Article 16

### Annual Planning and Evaluation

- (1) The Commander of the Corps shall annually submit not later than mid-September a plan defining the major objectives and activities of the Corps for the following year and an annual common training and exercise programme plus five year exercise plan including cost estimates. These plans shall be submitted to the Corps Committee for approval.
- (2) The Commander of the Corps shall forward an annual report on the overall status of the Corps to the Corps Committee and submit his evaluation of the implemented common training and exercise program, including deviations from the cost estimates.

## Article 17

### Common Training and Exercises

- (1) The planning and conduct of exercises shall reflect the assignment of the Corps to NATO and in this respect the Corps' primary affiliation to BALTAP/Joint Headquarters Northeast for common training and exercise purposes.
- (2) After the Corps Committee has approved the training and exercise programme, directives for exercises shall be issued by the competent NATO Commander, as directed by SACEUR, to the Commander of the Corps.
- (3) The Commander of the Corps shall determine the aims and objectives of the common training and exercises of the Corps (i.e. military manoeuvres or simulated wartime operations involving planning, preparation, and execution, carried out for the purpose of common training and evaluation, performed as combined, joint, or single service exercise, depending on participating organisations) in accordance with NATO doctrine, national directives and the tasks and missions of the Corps as laid down in the Convention and this Agreement.

(4) Training of the formations assigned to the Corps will remain a national responsibility.

(5) Plans for the transition to and the use of areas in which exercises of the Corps will be conducted shall be forwarded for approval to the appropriate national authorities. The procedures and directives of the respective Receiving State shall apply.

## Article 18

### Use of Military Facilities

(1) The Commander of the Corps shall ensure that for common training and exercises conducted by the Headquarters and the formations and units of the Corps, military facilities available to the Contracting Parties shall be used on the basis of reciprocity and equality.

(2) Reciprocity and equality with regard to the reciprocal use of the facilities available to the Contracting Parties will be evaluated on the basis of comparable military activities and services. The calculation of the costs will be based on the regulations of the Contracting Party providing facilities or services.

a) If reciprocity and equality are met, the costs shall be set off against each other by the competent national authorities.

b) Where reciprocity and equality cannot be met the actual difference of the cost shall be paid.

## Article 19

### Logistics

(1) Logistic support for the Corps will be provided in accordance with the NATO principles and policies outlined in the following basic documents:

- MC 319/1 NATO Principles and Policies For Logistics,
- MC 326/1 Medical Support Principles and Policies,
- MC 336/1 The Movement and Transportation Concept for NATO.

(2) The Contracting Parties and the Commander of the Corps have a collective responsibility for logistics in accordance with the agreed NATO principles and policies as laid down in the documents referred to in paragraph 1 of this Article.

(3) Each Contracting Party remains ultimately responsible for providing logistic support for its units and personnel. Arrangements and procedures for mutual support will be established in further documents.

(4) The Commander of the Corps will establish the logistic support requirements for the operations with which he is tasked. During operations the Corps Commander will co-ordinate the logistic support with the respective national authorities in accordance with the NATO principles and policies.

(5) Further details for logistics are laid down in Annex E.

(6) The Contracting Parties have concluded or will conclude supplementing arrangements for the medical service concerning mutual medical support in the peacetime locations of their forces, during exercises, and for employment in peacetime, crisis and war. These arrangements will deal with and provide regulations for the military and civilian personnel and their dependents.

(7) For the medical service in the peacetime location medical facilities of the host nation can be used by the Headquarters personnel and their dependents in accordance with Annex F.

(8) During exercises or operations, the respective nations normally ensure the medical service. Mutual medical support should be rendered if appropriate or more cost-effective.

## Article 20

### Host Nation Support

(1) Host Nation Support for the Corps will be provided in accordance with the NATO principles and policies as outlined in the MC 334 (NATO Principles And Policies For Host Nation Support (HNS) Planning).

(2) Poland as the Host Nation will provide all necessary Host Nation Support and provide facilities at Szczecin as a Peacetime Headquarters for the Corps.

(3) Host Nation Support for the Corps Headquarters is subject to arrangements between the Corps Headquarters and the competent Polish authorities.

## Article 21

### Command, Control, Communications (C3)

(1) The Command Support Brigade will support and facilitate the command and control of the Corps. In peacetime the Command Support Brigade staff is only partly manned and integrated as a nucleus into the G 6 Division of the Corps Headquarters. The Command Support Brigade staff or parts of it will be activated for exercises and any deployment in accordance with Article 3 of the Convention. In these cases the Command Support Brigade will direct the operations of the command support forces assigned by the Contracting Parties (see Article 4).

(2) Subject to the availability of the necessary equipment the Command Support Brigade will establish a digitised Wide Area Network (WAN) in accordance with EUROCOM standards, high frequency and other radio networks and satellite communications.

(3) The Command Support Brigade will establish two Field Headquarters and one Forward Command Element (including vehicles with shelters, generators, local communications and Automated Data Processing (ADP) networks plus security guards). Sizing and organisation of these three elements will be based on a Field Headquarters concept approved by the Contracting Parties.

(4) Subject to the availability of funds the Contracting Parties will provide the Corps with a modern ADP based Command and Control Information System for the Corps Staff and Corps troops. The system with the necessary interfaces to NATO and national systems will facilitate the flow of orders and information to national authorities, neighbouring forces and subordinate formations and units. The Command and Control Information System should ensure that the Commander of the Corps (within his area of responsibility) is aware of the situation two command levels down.

(5) The peacetime Headquarters in Szczecin will be supported by the Headquarters Company provided by Poland and a multinational Communication and Information Systems Centre (CISC) Platoon.

a) The Commander of the Headquarters Company is subordinate to the Chief of Staff of the Corps but refers to the G 6 for tasking. The tasks and responsibilities of the Headquarters Company are administrative staff support, military guards, transportation including maintenance and administration of staff cars, messing and welfare services and other peacetime Headquarters services as required.

b) The Platoon leader of the multinational CISC Platoon is subordinate to the G 6. The platoon will operate the permanent communications systems, as well as information systems.

## Article 22

### Religious and Spiritual Services

(1) Within the scope of existing national laws and regulations on military religious and spiritual welfare military chaplains and officials execute their mission for pastoral and spiritual care to their respective national personnel under the terms of their religious communities and institutions. Interdenominational and international services may be offered in addition.

(2) Within the scope of existing laws and regulations the personnel of the Corps shall have the right to attend religious and spiritual services, to ask for these services and to practice their religion undisturbed.

(3) The military chaplains and officials shall, while exercising their functions, be independent of military authorities. In their religious and spiritual work they shall be subject exclusively to the applicable ecclesiastical laws or spiritual regulations.

(4) Within the scope of national laws and regulations the commanders concerned shall support the military chaplains and officials to the maximum extent possible. Under the same condition the dependents of the personnel of the Corps shall be granted access to military installations and facilities, in order to participate in religious or spiritual services.

## Article 23

### Social Aspects

(1) The Contracting Parties shall accord the members of the Corps, irrespective of their nationality, the necessary treatment in social and welfare matters.

(2) The social services under the responsibility of the Contracting Parties are entitled, within the limits of their respective national regulations, to visit all national personnel and their dependents in the installations of the multinational elements of the Corps.

## Article 24

### Visitor's Permission

While on official duty, the personnel of the Corps and other personnel under the responsibility of the Contracting Parties do not require visitors' permission for visits to the Corps.

## Article 25

### Safety Regulations

The Commander of the Corps shall ensure that the personnel of the Corps is properly instructed on the applicable regulations in the field of safety, environmental protection, fire-protection, labour conditions and transport of hazardous goods and shall take the necessary measures to ascertain the adherence to these regulations.

## Article 26

### Infrastructure and Accommodation

(1) The existing infrastructure and initial office accommodation for the trinational elements are provided by Poland free of charge and with necessary insurance coverage. Details are laid down in Annex B. The Contracting Parties shall agree upon the extent of measures to modify, extend or supplement this infrastructure and office accommodation and shall share the cost in accordance with Annex D. This shall also apply to new infrastructure and facilities for the Corps Headquarters. The Contracting Parties will jointly execute construction planning, supervision of contracting and construction as well as financial and economy functions. The Commander of the Corps shall be consulted.

(2) The operating costs with regard to the infrastructure and office accommodation as mentioned in paragraph 1 shall be borne by the Multinational Budget as detailed in Annex D.

(3) Investment and operating costs for infrastructure projects serving only national purposes shall be borne by the respective national budget. The Commander of the Corps shall be informed.

(4) Existing infrastructure for the use of the national elements, collocated with the multinational elements, is provided by Poland on the basis of charges to actual operating and maintenance costs.

(5) With respect to the office accommodation provided by Poland, Polish standards shall equally apply to personnel of the Contracting Parties. The Contracting Parties shall agree on regulations concerning office accommodation taking special national regulations into consideration.

(6) Poland as host nation shall provide the necessary housing accommodation to the entitled personnel of the trinational elements, in accordance with Polish standards. In case the standard and quality of the other Contracting Parties cannot be met, Poland shall strive for meeting the standard of the other Contracting Parties to the extent possible.

(7) The infrastructure investments which were agreed upon under the Memorandum of Understanding between the Contracting Parties of 16 April 1998 will be implemented under the terms of that Memorandum of Understanding, unless otherwise agreed between the Contracting Parties.

## Article 27

### Multinational Budget and Financial Provisions

(1) The Multinational Budget will be set up for the elements of the Corps defined in Article 10 paragraph 2 of the Convention. It will be used for covering the costs of implementation of the Convention and this Agreement.

(2) Mutually agreed costs which have occurred for the implementation of the Headquarters prior to the effective date of this Agreement shall be borne by the Multinational Budget.

(3) The Budget and Finance Group (BFG) is instituted to act on behalf of the Corps Committee with respect to all financial and budgetary matters. The BFG will report to the Corps Committee, if an unanimous decision cannot be agreed upon.

(4) In compliance with the budgetary procedures included in Annex D of this Agreement, the Commander of the Corps will submit by October 1 of each year a budget estimate through the BFG to the competent national authorities for approval. A Medium Term Financial Plan (MTFP) will be included for the following three years for planning purposes.

(5) Each of the Contracting Parties will pay the costs of personnel and related expenditure of individual representatives assigned by it, and of their dependents.

(6) The units or elements contributed to the integrated structure of the Corps will be funded by the contributing Contracting Party.

## Article 28

### Co-operation with Polish Authorities

(1) The Corps Headquarters will co-operate at all times with the Polish authorities to facilitate the proper administration of justice, secure the observance of police regulations, and avoid the occurrence of any abuse in connection with the facilities, privileges and immunities mentioned in the Convention and this Agreement.

(2) Liaison between the Corps Headquarters and the Polish Government will normally be effected through the Ministry of National Defence of the Republic of Poland. However, the Headquarters may enter into the necessary practical arrangements with the appropriate Polish authorities, while keeping

the Ministry of National Defence of the Republic of Poland informed of the arrangements made.

(3) Such arrangements will not be inconsistent with the provisions of either the Convention or this Agreement. In the event of discrepancies the provisions of the Convention and the Agreement will prevail.

## Article 29

### Settlement of Disputes

Any dispute concerning the interpretation or application of this Agreement shall be settled through negotiations between the Contracting Parties without recourse to third Parties.

## Article 30

### Final Provisions

(1) This Agreement shall enter into force on the same date as the Convention.

(2) This Agreement may be amended or supplemented by mutual written consent of the Contracting Parties.

(3) This Agreement shall be reviewed upon request of one of the Contracting Parties.

(4) This Agreement may be terminated by each of the Contracting Parties giving twelve months notice in writing to the others. Upon termination of this Agreement, the financial consequences resulting thereof shall be settled by negotiations between the Contracting Parties in particular with regard to residual value of the commonly funded infrastructure, facilities and equipment. The Contracting Parties shall consult each other to agree on mutually acceptable conditions of termination.

Done at Szczecin on 18 September 1999 in triplicate, in the English language.

The Minister of Defence of the Kingdom of Denmark The Federal Minister of Defence of the Federal Republic of Germany The Minister of National Defence of the Republic of Poland