

AGREEMENT ON CO-OPERATION

BETWEEN

THE PORTUGUESE REPUBLIC

AND

THE REPUBLIC OF SERBIA

IN THE FIELD OF DEFENCE

The Portuguese Republic and the Republic of Serbia (hereinafter referred to as the "Parties"),

Taking into account the goals and principles of the United Nations Charter,

Desiring to contribute to peace and security in Europe,

Acting in the spirit of partnership and co-operation wishing to develop good relations in the field of defence, in order to enhance mutual esteem, confidence and understanding,

Agree as follows:

ARTICLE 1 SCOPE

1. The purpose of this Agreement is to promote the co-operation between the Parties in the field of defence, within their capacities, in accordance with their internal Laws and the international commitments undertaken by both Parties.
2. The Parties shall co-operate on the basis of the principles of equality, reciprocity and mutual interests.

ARTICLE 2 RIGHTS AND OBLIGATIONS

This Agreement shall not affect the rights and obligations of the Parties arising from international agreements which they have either individually or together concluded with other states or international organizations and shall not be used against third states.

ARTICLE 3 DEFINITIONS

For the purpose of this Agreement the terms listed below are defined as follows:

1. Sending Party means the Party that sends personnel, assets and equipment to the territory of the Receiving Party;

2. Receiving Party means the Party in whose territory the personnel, assets and equipment of the Sending Party are located;
3. Personnel means military and civilian personnel working for the institutions and bodies of the Parties.

ARTICLE 4 COMPETENT AUTHORITIES

The Competent Authorities in charge of the implementation of this Agreement are:

- a) For the Portuguese Party, the Ministry of National Defence;
- b) For the Serbian Party, the Ministry of Defence.

ARTICLE 5 FIELDS OF CO-OPERATION

1. The Parties shall co-operate in the following areas:
 - a. Defence and Security Policy;
 - b. Defence planning;
 - c. Military economic co-operation;
 - d. Military scientific co-operation;
 - e. Military education and training;
 - f. Legislation in the field of defence;
 - g. Military medicine;
 - h. Military topography and cartography;
 - i. Peace, humanitarian and other similar operations;
 - j. Protection of environment within military facilities;
 - k. Social, sports and cultural activities;
 - l. Any other areas of mutual interest in the field of defence, agreed by the Parties.
2. In order to implement this Agreement, the Parties may conclude other agreements or specific protocols.

ARTICLE 6 WAYS OF CO-OPERATION

The co-operation between the Parties shall be carried out through:

- a. Official visits;
- b. Working meetings;
- c. Exchange of experience and consultations;
- d. Participation in exercises;
- e. Participation in conferences, symposiums and seminars;
- f. Exchange of information, documentation and research projects of mutual interest;
- g. Any other forms of co-operation agreed by the Parties.

ARTICLE 7 JOINT COMMISSION

1. In order to implement this Agreement, a Joint Commission shall be established, with representatives appointed by the Parties.
2. The Joint Commission shall meet at least once a year, alternatively in Portugal and Serbia, to coordinate the annual co-operation plan.
3. The internal rules of the work will be settled by the Joint Commission.

ARTICLE 8 PROTECTION OF CLASSIFIED INFORMATION

The protection of classified information exchanged between the Parties, their individuals or legal entities, under co-operation arrangements or contracts concluded or to be concluded shall be ruled by a Bilateral Security Agreement on Mutual Protection of Classified Information.

ARTICLE 9 COST SHARING

Unless the Parties agree differently, costs related to the activities carried out within the scope of this Agreement shall be covered as follows:

- a) The Sending Party shall cover travel costs and daily allowances;
- b) The Receiving Party shall cover the costs of meals and accommodation.

**ARTICLE 10
CLAIMS**

1. Each Party shall waive any claims against the other Party for damage occurred when conducting any of the activities carried out within the scope of this Agreement, except in cases of wilful misconduct or negligence.
2. Pursuant to the agreement reached by the Parties and/or their Competent Authorities, the Parties shall pay the compensation for any damage caused to a third party by their Personnel when conducting any of the activities carried out within the scope of this Agreement.
3. If the Personnel of both Parties are responsible for any damage caused to a third party, the liability shall be considered to be joint and several.

**ARTICLE 11
MEDICAL ASSISTANCE**

If needed, the Receiving Party will provide emergency medical and dental care without reimbursement for the Personnel of the Sending Party while on its territory for the purpose of the implementation of this Agreement.

**ARTICLE 12
ENTRY INTO FORCE**

This Agreement shall enter into force thirty days after the date of receipt of the later of the notifications, in writing and through diplomatic channels, conveying the completion of the internal procedures of each Party required for that purpose.

**ARTICLE 13
SETTLEMENT OF DISPUTES**

Any dispute concerning the interpretation or application of this Agreement shall be settled through negotiation via diplomatic channels.

ARTICLE 14 AMENDMENTS

1. This Agreement may be amended by request of one of the Parties.
2. The amendments agreed upon by the Parties shall enter into force in accordance with the terms specified in Article 12 of this Agreement.

ARTICLE 15 DURATION AND TERMINATION

1. This Agreement shall remain in force for an unlimited period of time.
2. Either Party may, at any time, terminate this Agreement upon a prior notification in writing and through diplomatic channels.
3. This Agreement shall terminate ninety days after the receipt of such a notification.
4. The termination of this Agreement shall not affect the ongoing activities, except if the Parties agree otherwise in writing and through diplomatic channels.
5. In case of termination of this Agreement, the supplementary agreements from Article 5, paragraph 2, shall remain in force unless envisaged otherwise by these supplementary agreements.

ARTICLE 16 REGISTRATION

Upon the entry into force of this Agreement, the Party in whose territory it is signed shall transmit it to the Secretariat of the United Nations for registration, in accordance with the Article 102 of the Charter of the United Nations, and shall notify the other Party of the completion of this procedure, indicating its registration number as well.

Done at Belgrade on the 13th of February of 2009, in two originals, in the Portuguese, Serbian and English languages, all texts being equally authentic. In case of different interpretations, the English text shall prevail.

FOR THE PORTUGUESE REPUBLIC

FOR THE REPUBLIC OF SERBIA

Nuno Severiano Teixeira
Minister of National Defence

Dragan Šutanovac
Minister of Defence