

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTRY OF NATIONAL DEFENCE
OF THE HELLENIC REPUBLIC**

AND

**THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF BULGARIA**

CONCERNING COOPERATION

WITHIN

**THE ATHENS MULTINATIONAL SEALIFT
COORDINATION CENTER (AMSCC)**

PREAMBLE

The Ministry of National Defence of the Hellenic Republic and the Ministry of Defence of the Republic of Bulgaria hereinafter referred to as the "Parties":

Recognising the shortfall of strategic transportation capabilities (sealift, airlift and inland surface transportation), especially for rapidly deployable forces;

Keeping in mind the concept of assurance and improvement of the efficiency and effectiveness of movement and transportation activities;

Welcoming the decision of the Hellenic Republic to host, operate and support the functions of the Athens Multinational Sealift Coordination Center (hereinafter referred to as the "AMSCC") and the intention of the Republic of Bulgaria to use AMSCC capabilities, as well as to support the AMSCC functions;

Taking into consideration the importance of developing cooperation in the field of movement and transportation activities;

Aiming at deploying national or multinational forces in NATO/EU-led or other multinational entity-led operations under United Nations mandate and/or exercises, through cooperation and especially through the AMSCC;

Taking into account the provisions of the Agreement between the Parties in the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), done in London on 19 June 1951 and all applicable EU regulations;

Have reached the following understanding:

ARTICLE ONE **PURPOSE**

1.1. The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to define the framework of cooperation between the Parties within the AMSCC, in the field of movement and transportation activities.

1.2. This MOU and the related Technical Arrangement (hereinafter referred to as the "TA") are indented to serve as the basis for planning and executing movement and transportation activities.

ARTICLE TWO **AIM AND OBJECTIVES**

2.1. The aim of this MOU is to define the services provided by the AMSCC in order to assist the Republic of Bulgaria in resolving strategic transportation shortfalls, with special regard to the shortfalls arising from a need for rapid deployment of forces in NATO/EU or other multinational entity-led operations conducted under United Nations mandate and/or EU/NATO exercises.

2.2. The objective of this MOU is to facilitate the provision of services by the AMSCC to the Republic of Bulgaria. These services may include contractual services, coordination of transportation assets and cooperation on movement and transportation activities, as these are defined in this MOU and the related TA.

ARTICLE THREE **PRINCIPLES AND GENERAL PROVISIONS**

3.1. Unless any different provisions are included in this MOU, the provisions of NATO SOFA, EU regulations and the Hellenic legislation (where appropriate) as well as any other relevant agreements in force between the Parties, will apply to the activities conducted under this MOU.

3.2. The AMSCC is located at the Hellenic National Defence General Staff, in Athens. The Hellenic Republic is hereinafter referred to as the "Host Nation (HN)".

3.3. The coordination mentioned in this MOU applies to movement and transportation capabilities and to commercially procured transportation assets, for both operational and non-operational purposes.

3.4. The Parties reserve the right to use other means of movement and transportation, alternative to the ones related to this MOU.

3.5. The AMSCC reserves the right not to offer its services, if this is imposed by national security reasons.

ARTICLE FOUR **RESPONSIBILITIES**

For the purposes of this MOU:

4.1. AMSCC

a. The AMSCC is responsible for collecting data on movement and transportation capabilities of the Parties, as well as on the available commercially procured transportation capabilities.

b. The AMSCC is further responsible for collecting data related to movement and transportation requirements, for the purpose of confronting problems or shortfalls, which may arise.

c. Upon request and on the basis of the gathered data, the AMSCC will offer recommendations on the more effective and efficient utilisation of transportation capabilities and assets.

d. Upon submission of a request, the AMSCC will carry out actions, subject to the final approval of the Bulgarian Party (hereinafter also referred to as the "Requesting Party"), in order to meet the requirements concerning transportation assets and services provided.

e. Upon completion of the procurement procedures and the activation of the contract between the Requesting Party and the transportation asset(s) provider, they will be responsible for the execution of the contract, whereas the AMSCC will be responsible for the coordination and the monitoring of the procured asset(s), according to the needs of the Requesting Party, as these will be defined in the respective renting contracts.

f. The AMSCC will provide the Requesting Party with all necessary data regarding transportation requirements and spare capacity (where applicable).

g. Further details regarding procurement procedures, requests concerning transportation asset(s), payment for transportation asset(s), monitoring of transportation asset(s) and spare capacity management will be included in the relevant TA.

4.2 Hellenic Republic

The Hellenic Republic, as the Host Nation (hereinafter also referred to as the "HN"):

a. Provides the necessary support, in terms of resources, funds, services and facilities, for the proper functioning of the AMSCC.

b. Has identified its own competent civil and military authorities, responsible for supporting the functions of the AMSCC.

c. Is offering to the Bulgarian Party the option of being represented at the AMSCC, as described in Article 5 of this MOU.

ARTICLE FIVE REPRESENTATION AT THE AMSCC

5.1. With regard to the representation of the Bulgarian Party at the AMSCC, as mentioned in Article 4, the following options offered by the HN can be activated, upon request of the Bulgarian Party:

a. Appointment of a representative to be hosted at the AMSCC premises, on two year rotational basis, whenever a post is available.

b. Participation of a liaison officer in a Cell hosted at the AMSCC premises, in view of or during a movement and transportation operation.

c. Detachment of representatives to the AMSCC for a limited time period for training purposes.

5.2. The procedures of manning contribution to the AMSCC are detailed in the related TA.

5.3. The organisation chart of the AMSCC is set out in the related TA. The Hellenic Ministry of National Defense reserves the right to amend the abovementioned chart, at any time, according to the AMSCC's administrative and operational needs.

5.4. A representative of the Bulgarian Party may participate in the AMSCC Advisory Board (hereinafter referred to as the "AB"). Further details concerning AB will be included in the relevant TA.

ARTICLE SIX **FINANCIAL PROVISIONS**

6.1. Procurement procedures and all operational activities (as described in Article 4.1 of this MOU) are provided by the AMSCC and cooperating competent Hellenic authorities at no cost to the Bulgarian Party, as they are funded by the HN.

6.2. The operating costs of the AMSCC are funded by the HN.

ARTICLE SEVEN **SECURITY AND DISCLOSURE OF INFORMATION**

7.1. The Parties may exchange unclassified information under this MOU. The exchange and protection of national classified information shall be subject to a separate agreement regarding the protection of classified information which will be concluded between the Governments of the Parties.

7.2. All NATO and/or EU classified information provided or generated pursuant to this MOU will be stored, handled, generated, transmitted or exchanged in accordance with the applicable NATO and/or EU security procedures, regulations and directives (e.g. C-M (2002) Security within the North Atlantic Treaty Organization dated June 2002).

7.3. Each Party will take all necessary steps available to it in order to keep undisclosed all information which has been confidentially exchanged, unless the other Party consents to disclosure.

7.4. Visits to AMSCC premises by personnel of the Bulgarian Party will be arranged in accordance with HN's procedures which will be in effect at the time of the visit.

ARTICLE EIGHT **CLAIMS AND LIABILITIES**

AMSCC and the cooperating Hellenic Authorities cannot be held liable for the execution of the contracts signed in the framework of this MOU, for any fatalities, injuries or damages caused to personnel, property, or the environment during movement and transportation activities related to these contracts.

ARTICLE NINE **SETTLEMENT OF DISPUTES**

Any dispute arising from the interpretation or implementation of this MOU will be settled by consultations between the Parties, without recourse to outside jurisdiction.

ARTICLE TEN
AMENDMENTS

This MOU may be amended, at any time, in writing, upon mutual consent of the Parties. All amendments will enter into effect in accordance with Article 11 paragraph 1 of this MOU.

ARTICLE ELEVEN
ENTRY INTO EFFECT, DURATION, TERMINATION

11.1. This MOU will enter into effect on the date the Hellenic Party notifies the Bulgarian Party that the necessary ratification procedures have been completed.

11.2. The implementation of this MOU is dependent on the signing by both Parties and the ratification by the Hellenic Party of the related TA.

11.3. This MOU may be terminated, at any time, by mutual written consent of the Parties, provided that there are not any pending renting contracts which have been signed in the framework of this MOU. In case there are such contracts the MOU will be terminated upon completion of these contracts.

11.4. This MOU may also be unilaterally terminated, by written notification to the other Party. In this case, the MOU will be terminated six months after the date of delivery of termination notice or after completion of any contracts that have been signed in the framework of this MOU, whichever occurs later. After the date of delivery of the notice, no new contracts will be signed in the framework of this MOU.

11.5. Notwithstanding the termination of this MOU Articles 6, 7, 8, and 9 will continue to apply, until all obligations mentioned therein are definitely settled.

This MOU is done in two originals in the English language, one for each Party.

Signed in Athens, on September 19, 2012.

FOR THE MINISTRY
OF NATIONAL DEFENCE
OF THE HELLENIC REPUBLIC


Major General Andreas ILIOPOULOS H.A.
HNDGS/C' Branch Director

FOR THE MINISTRY
OF DEFENCE
OF THE REPUBLIC OF BULGARIA


Brigadier General Zhivko MIHAYLOV
Director of Logistics Directorate of BGR MoD

TECHNICAL ARRANGEMENT

BETWEEN

**THE MINISTRY OF NATIONAL DEFENCE
OF THE HELLENIC REPUBLIC**

AND

**THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF BULGARIA**

ON IMPLEMENTATION OF

THE MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTRY OF NATIONAL DEFENCE
OF THE HELLENIC REPUBLIC**

AND

**THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF BULGARIA**

CONCERNING COOPERATION

WITHIN

**THE ATHENS MULTINATIONAL SEALIFT
COORDINATION CENTER (AMSCC)**

INTRODUCTION

The Ministry of National Defense of the Hellenic Republic and the Ministry of Defence of the Republic of Bulgaria hereinafter referred to as the "Parties":

Taking into account the "Memorandum of Understanding between the Ministry of National Defence of the Hellenic Republic and the Ministry of Defence of the Republic of Bulgaria concerning cooperation within the Athens Multinational Sealift Coordination Center (AMSCC)", hereinafter referred to as the "MOU";

Wishing to set up essential procedures concerning the activities outlined in the MOU;

Have reached the following understanding:

SECTION 1 **PURPOSE**

The purpose of this Technical Arrangement (hereinafter referred to as the "TA") is to specify additional arrangements and procedures which apply to the cooperation of the Parties within the Athens Multinational Sealift Coordination Center (hereinafter referred to as the "AMSCC"). Provisions included in the MOU will apply to this TA and its Annexes. The Annexes to this TA from "A" to "H" regulate specific aspects that must be applied to the services provided. These Annexes constitute an integral part of this TA. Other Annexes may be added by mutual consent, in accordance with Sections 7 and 8.

SECTION 2 **FINANCES**

Financial issues concerning the utilisation of the AMSCC capabilities and services as referred in Article 6 of the related MOU are described in Annex "A" to this TA.

SECTION 3 **REQUEST FOR TRANSPORTATION ASSET(S) AND RELEVANT PROCUREMENT PROCEDURES**

3.1. The Points of Contact (PoC) involved in the request for transportation asset(s) as well as in the relevant procurement procedures are mentioned in Annex "B" to this TA.

3.2. Any request concerning transportation capabilities will be submitted by the Bulgarian Party (hereinafter also referred to as the "Requesting Party") to the AMSCC for a detailed assessment, in accordance with Annex "C". Additional information may be requested by the AMSCC, when deemed necessary, in order to facilitate the procurement of the most suitable asset(s).

3.3. The AMSCC and the competent cooperating Hellenic Authorities will conduct the respective procedures in order to facilitate the procurement of the required asset(s).

3.4. Upon completion of procurement procedures, transportation contracts will be approved and signed in English, by the Requesting Party representatives, directly with the asset(s) provider(s). One copy of any contract will be provided by the Requesting Party to the AMSCC for monitoring purposes.

3.5. The Requesting Party and the transportation asset(s) provider are responsible for the proper execution of the contract. The AMSCC will monitor the procured transportation asset(s) on behalf of the Requesting Party. The Requesting Party will directly pay the transportation asset(s) provider according to the respective contract clauses.

3.6. All the abovementioned actions conducted by the AMSCC and the competent cooperating Hellenic Authorities are subject to the final approval of the Requesting Party.

3.7. Details about contractual aspects and use of spare capacity are set out in Annex "E" to this TA.

SECTION 4 ADVISORY BOARD

4.1. An Advisory Board (hereinafter referred to as the "AB") will be established with the participation of representatives of all Governments, Ministries of Defence and International Organisations which have signed an agreement concerning cooperation with the AMSCC.

4.2. All Governments, Ministries of Defence and International Organisations which have already signed or will sign an agreement concerning cooperation with the AMSCC will be represented in the AB. These will be hereinafter referred to as the "AB Members".

4.3. The AB will offer advice on issues concerning movement and transportation capabilities and activities.

4.4. Meetings of the AB will take place at the AMSCC premises, upon request of any AB Member mentioned in paragraph 4.2, provided that the majority of the AB Members agree to participate. The participation of the AB Members that have agreed to participate in the meeting is necessary for the meeting to take place.

4.5. The AMSCC Director reserves the right to request the convocation of any AB meeting, if this is imposed by specific reasons.

4.6. The decisions of the AB will be taken by consensus of the AB Members participating in the meeting.

SECTION 5
MANNING CONTRIBUTION TO THE AMSCC

Procedures concerning manning contribution to the AMSCC are detailed in Annex "F".

SECTION 6
MONITORING OF PROCURED ASSETS

Principles and procedures to be implemented by the assets' providers, the Requesting Party and the AMSCC, concerning the monitoring of the procured assets are detailed in Annex "G".

SECTION 7
AMENDMENTS

7.1. This TA may be amended, at any time, in writing. All amendments, except those to Annex "B", have to be mutually consented by the Parties and will enter into effect in accordance with Article 11 paragraph 1 of the MOU.

7.2. Amendments to Annex "B" will enter into effect upon written notification of the Party requesting such amendment to the other Party.

SECTION 8
ENTRY INTO EFFECT, DURATION AND TERMINATION

8.1. This TA will enter into effect on the date that the MOU enters into effect. It will remain in effect as long as the MOU remains in effect.

8.2. This TA will be terminated on the date the related MOU is terminated.

This TA is done in two originals in the English language, one for each Party.

Signed in Athens, on September 19, 2012.

**FOR THE MINISTRY
OF NATIONAL DEFENCE
OF THE HELLENIC REPUBLIC**


Major General Andreas ILIOPOULOS H.A.
HNDGS/C' Branch Director

**FOR THE MINISTRY
OF DEFENCE
OF THE REPUBLIC OF BULGARIA**


Brigadier General Zhivko MIHAYLOV
Director of Logistics Directorate of BGR MoD

ANNEXES:

- Annex A: Financial Issues.
- Annex B: Points of Contact.
- Annex C: Request for Transport Assets.
- Annex D: Procurement Procedures.
- Annex E: Contractual Aspects and Use of Spare Capacity.
- Annex F: Manning Contribution to the AMSCC.
- Annex G: Communications, Monitoring and General Information.
- Annex H: Terminology.

ANNEX A**FINANCIAL ISSUES**

1. The operating costs of the AMSCC are funded by the Host Nation (hereinafter referred to as the "HN") as referred in paragraph 6.2 of the MOU. The AMSCC's operating budget is calculated in Euro.

2. In addition to the support mentioned in the MOU, the HN will provide, at no cost to the Bulgarian Party, for the personnel appointed to the AMSCC the following:

a. Expenses related to Health, Safety and Security:

(1) Security within the Hellenic National Defence General Staff (hereinafter referred to as the "HNDGS") premises;

(2) Necessary identity cards and security passes;

(3) Medical care which can be provided within HNDGS premises;

(4) Dental care which can be provided within HNDGS premises;

(5) Health & Safety inspections and prevention measures of the AMSCC premises;

(6) Fire protection within the AMSCC premises;

b. Expenses related to office facilities, utilities, equipment and supplies:

(1) Premises and their proper maintenance and cleaning;

(2) Services which are provided to the AMSCC personnel;

(3) Covering of utilities' expenses, including electricity, water and sewage;

(4) Lockers for personal items;

(5) Security equipment and its maintenance;

(6) Photocopying facilities and their maintenance;

(7) Office furniture/equipment and their maintenance;

(8) Reprographic and photographic services;

(9) Use of telephones and fax machines and their maintenance;

(10) Use of computer equipment and its maintenance.

(11) Office supplies, including paper, laser toners and printer cartridges;

(12) Covering of communication costs for use of commercial systems, including postal charges for the AMSCC mail and Internet connection;

(13) Communication charges over military networks;

- c. Other expenses:
 - (1) Covering of HN's training courses necessary for the appropriate operation of the AMSCC;
 - (2) Covering of travel costs, excluding subsistence allowances, on AMSCC's duty;
 - (3) Covering of expenses for public relations and informational material of the AMSCC;
 - (4) Provision of HN forms and military publications.

3. The following support will be provided by the Bulgarian Party to its personnel appointed to the AMSCC, according to the regulations of the Republic of Bulgaria, without reimbursement from the AMSCC budget:

- a. Payments and allowances;
- b. Household accommodation;
- c. Subsistence allowances;
- d. Pre-appointment training, including NATO and EU courses (where appropriate);
- e. Career/regular training courses;
- f. Personnel administration;
- g. Long-term medical care;
- h. Long-term dental care;
- i. Medical and dental care specialists;
- j. Commuting costs to and from household accommodation;
- k. Postal charges for national business or personal issues;
- l. Communication charges for national business or personal issues.

ANNEX B**POINTS OF CONTACT**

Points of Contact are as follows:

1. Host Nation

AMSCC- Director
Stratopedo Papagos
15569 Holargos
Athens, Hellenic Republic
Tel: +30 210 657 1700
+30 210 657 1742
Fax: +30 210 657 1790
E-mail: amsc.ops@otenet.gr

2. Requesting Party

Ministry of Defence of the Republic of Bulgaria
Logistics Directorate
LtCol Chavdar Ivanov
3, Dyakon Ignatiy Str.
1092, Sofia, Bulgaria
Tel: +359 2 92 22415
Fax: +359 2 92 22450
E-mail: logsupop@mod.bg

ANNEX C**REQUEST FOR TRANSPORTATION ASSETS**

1. The Requesting Party provides the AMSCC with as many details as possible regarding its requirements. The request includes, in general, following information:

- a. Route:
 - (1) Departure (start) point - Sea/Air Port/ Place of Loading.
 - (2) Arrival (final) point - Sea/Air Port of Discharge/Place of Delivery.
 - (3) Earliest and latest loading date/time.
 - (4) Earliest and latest date of Discharge or Delivery (especially for vessels a minimum speed can also be required).
 - (5) Restrictions on expected routing.
- b. Restrictions regarding the transportation asset(s).
- c. Time period for the execution of the contract (if applicable).
- d. Rationale for "urgency procedure" in order to justify EU negotiations, limited tender and/or market research/overview.
- e. Passengers (Escort and/or Technical Personnel): number and rank.
- f. Cargo:
 - (1) Full Cargo description which will include following info:
 - (a) Detailed list with all Commodities / Equipment to be transported.
 - (b) Dimensions / cubic meters (volume) / net – gross weight / Length in loading/lane meters (per item and/or group of items).
 - (c) Details of hazardous material to be included in the cargo: hazard class (ADR/RID/IMDG), UN number, flash point, packaging group, EMS/MFAG.
 - (2) Limiting factors affecting the transportation asset to be used (corridor width, deck height and maximum deck pressure, ramp load capacity, electrical power for refrigerated shelters/containers etc).
 - (3) Detailed value of cargo, required for the asset's owner internal procedures (i.e. insurance).
 - (4) Who will be responsible for loading/discharging the asset(s).
 - (5) Who will be responsible for stowing, lashing and securing the cargo.
 - (6) Amplifying remarks.

- g. Estimated amount of the renting contract(s).
 - h. Draft contract(s) format including technical terms and contract clauses, if possible.
2. Requests should be made preferably by fax or e-mail, in English, and their reception will be acknowledged through the same means of communication.
 3. The AMSCC will offer to the Requesting Party assistance and recommendations, so that the submitted request will be properly completed.

ANNEX D**PROCUREMENT PROCEDURES**

1. Any request for transportation asset(s) capability, as detailed in Annex "C", will be submitted by the Requesting Party via the authorised and established communication channels to the AMSCC for a detailed assessment.
2. The AMSCC will respond in due time whether procurement procedures can be initiated. Thereafter it will offer to the Requesting Party all necessary assistance for the proper completion of the transportation request, in accordance with Annex "C".
3. Upon completion of the request and final approval of the Requesting Party, the AMSCC, in cooperation with competent Hellenic Authorities (as appropriate), will conduct actions in order to facilitate the procurement of the suitable asset(s), according to the needs of the Requesting Party.
4. The type of procurement procedures and/or market overview/research (as appropriate) which will be followed, as well as its/their initiation, presupposes the written consent of the Requesting Party.
5. All procurement procedures will be conducted in accordance with the Hellenic legislation and the respective EU Directives embodied in it.

ANNEX E

CONTRACTUAL ASPECTS AND USE OF SPARE CAPACITY

1. Signing of the renting contract

Any contract will be signed between the Requesting Party and the transportation asset(s) provider.

2. Technical terms and contract clauses

Technical terms and contract clauses shall be specified in the draft contract format that may be attached to the request, as specified in Annex "C".

3. Terms of payment

Payment must be made by the Requesting Party directly to the transportation asset(s) provider, without any involvement of the AMSCC, in accordance with the terms of the renting contract.

4. Execution of renting contract

a. The Requesting Party and the transportation asset(s) provider are responsible for the proper execution of the renting contract, for any additional costs that may arise from unforeseen expenses concerning its execution, as well as for its improper execution or non execution.

b. The AMSCC and the cooperating Hellenic Authorities cannot be held responsible/liable by the Requesting Party or/and the transportation asset(s) provider for any additional costs that may arise from unforeseen expenses concerning the execution of the renting contract, as well as for its improper execution or non execution.

5. Transportation asset(s) safety

The master of the vessel, the pilot of the aircraft, the driver of the truck and the engine-driver of the train, as appropriate, is the final authority for any aspect, which may affect the respective transportation asset's safety.

6. Stowage and transportation of hazardous cargoes

Stowage and transportation of hazardous cargoes will be effected in accordance with International Regulations (ADR/RID/IMDG, as appropriate) or in accordance with the Hellenic national regulations and/or EU regulations, if more restrictive.

7. Use of spare capacity

a. The Requesting Party reserves the right to offer the spare capacity, where existent, of its procured assets to other partners, against reimbursement and upon consent of the transportation asset(s) provider.

b. In such a case, the AMSCC can offer recommendations regarding the optimum management of the spare capacity of the procured transportation asset(s).

c. The Parties will exchange information regarding the availability of any spare capacity of transportation asset(s).

ANNEX F

MANNING CONTRIBUTION TO THE AMSCC

1. The current Manning list of the AMSCC consists of a 22 personnel in total, as per Appendix 1 to this Annex. The Hellenic Ministry of National Defense reserves the right to amend the organisation chart, at any time, according to the AMSCC administrative and operational needs.
2. The HN retains the right to permanently fill the post of the AMSCC Director, the AMSCC Director's Advisor (Hellenic Coast Guard Officer) and the posts of the Supporting Branch.
3. The Italian MoD retains the right to fill the post of Deputy Director (DD) - Chief of Staff (COS). Remaining posts may be filled by personnel of the Governments, Ministries of Defence and International Organisations which have signed an agreement concerning cooperation with the AMSCC, upon request and upon approval by the HN.
4. The normal tour length at the AMSCC is 2 years. A three week overlap with the predecessor is important to ensure smooth transition. Appointment of personnel who might retire or be promoted during appointment to the AMSCC should be avoided.
5. The options concerning the representation of the Bulgarian Party at the AMSCC, as mentioned in Article 5 of the MOU, can be activated at any time, upon consultations between the Parties. For any potential representative of the Bulgarian Party at the AMSCC premises, the Bulgarian Party will send an application letter to the AMSCC. In this letter, the Bulgarian Party will state the following information concerning the person to be appointed to the AMSCC: name, rank, current position, position to be filled at the AMSCC and time period of appointment. This letter will be accompanied by the respective curriculum vitae (CV) and the appropriate security clearance. The AMSCC Director will provide an answer, regarding the acceptance or not of this attendance, within ten (10) working days after the reception of the letter. One week after the reception of the notice expressing the acceptance, the representative of the Bulgarian Party may present himself/herself to the AMSCC. These timeframes may be shortened during the case mentioned in paragraph 5.1.b of the MOU. The Hellenic Party will cover all infrastructural and operational costs, whereas the Bulgarian Party will cover all expenses related to human resources.

APPENDIXES

Appendix 1: AMSCC Organisation Chart

ANNEX G

COMMUNICATIONS, MONITORING AND GENERAL INFORMATION

1. Contractual clauses concerning procured asset(s) monitoring

a. An extensive use of commercial communication links (phone, fax, telex, data, etc.), as well as existing military systems in compliance with NATO/EU standards has to be achieved, so that the AMSCC exercises its duties of monitoring the procured asset(s). In addition, the procured asset(s) master/agent/provider/operator has to provide following information prior to the procured asset(s) departure:

(1) Procured asset(s) identification and contact details, as appropriate.

(2) Procured asset(s) master's/agent's/provider's/operator's security officer's full contact and emergency response details.

(3) In some cases, for security reasons, personal details of the procured asset(s) operator(s) may be requested.

(4) Estimated time of departure (ETD) and estimated time of arrival (ETA).

b. The master/agent/provider/operator of the procured asset must send at agreed time intervals, in case specific operational requirements mandate, a message to the AMSCC informing about the asset's position, good course of shipment and estimated date/time of arrival at the next intermediate stop and/or at the final destination. He also has the obligation to report expediently to the AMSCC any incident or accident which may affect the safety of the procured asset(s), its cargo and/or passengers and the personnel, as well as any incident or accident which may affect the environment and/or lead to pollution.

2. Information on Procured Asset(s) sent by AMSCC

The AMSCC shall provide to the Requesting Party, through extensive use of commercial communication links (phone, fax, telex, data, etc.), all relevant information regarding the procured asset(s) and their routing, as soon as possible.

ANNEX H

TERMINOLOGY

The terms used in this TA and/or the related MOU are defined as follows:

1. **Monitoring**

a. To observe procured assets' route using the reports provided by their master/agent/provider/operator.

b. To forward to the Requesting Party and/or to the transportation asset(s) provider all information received by International Organisations and or reporting Centers regarding the safe passage, the departure and/or the arrival of the procured asset(s) whenever possible.

2. **Cargo**

Any freight or merchandise on, or carried by a transportation vehicle (vessel, airplane, truck etc).

3. **Passenger**

A person who travels in a conveyance (vessel, airplane, truck etc) without participating in its operation.

4. **Transportation asset**

Any conveyance (vessel, airplane, truck etc) used for a particular transportation.

5. **Transportation asset provider**

The legal entity (person or company) providing the asset and signing the renting contract with the Requesting Party. This may be the owner, agent or broker of the asset.

6. **Claim**

Demand for something as rightful or as being once due or property.

7. **Liability**

State of being legally obliged and responsible.

8. **ADR**

International carriage of dangerous goods by road.

9. RID

Regulations concerning the international transport of dangerous goods by Rail.

10. IMO

International Maritime Organisation.

11. IMDG

International Maritime Dangerous Goods Code.

12. UN Number

Four digit number that identifies hazardous substances and articles in the framework of international transport.

13. EMS/MFAG

Emergency Medical Schedule/ Medical First Aid Guide.

14. Urgency Procedure

The procurement procedure, in which the available time frame does not allow the conduct of an open tender and which justifies the conduct of EU negotiations, limited tender and/or market research/overview.