



# **MEMORANDUM OF UNDERSTANDING**

**between**

**Armed Forces Academy of general Milan  
Rastislav Štefánik**

**and**

**Multinational Logistics Coordination  
Centre, Czech Republic**

**on cooperation in NATO education**

## MEMORANDUM OF UNDERSTANDING

made on 20. 09. 2022

**between:**

**Armed Forces Academy of general Milan Rastislav Štefánik**, address: Demänová 393, Liptovský Mikuláš 1, 031 01, Slovak Republic, represented by the Rector, **doc. Ing. Jozef PUTTERA, CSc.**, ID: 37 910 337 hereinafter referred to as the "**AOS**",

and

**Multinational Logistics Coordination Centre**, address: Vítězné náměstí 5, PRAGUE 6, 160 00, Czech Republic, represented by the Acting Director, **Col. Artur STOPKA**, ID: 60 162 694 hereinafter referred to as the "**MLCC**",

AOS and MLCC are also hereinafter referred to as the "**Participants**",

(hereinafter referred to as the "**Memorandum**").

### PREAMBLE

The MLCC is a multinational military organization accredited as the NATO Department Head for Logistics Education and Training and as the EU Military Training Discipline Leader for the Multinational Logistics, which consists of 20 Member States. The aim of MLCC is to develop multinational logistic capabilities, to reduce logistic shortcomings and costs for members and non-members of MLCC and to provide common solutions for logistics support of units in current and future multinational operations;

The AOS is a state university classified as a military university, which educates specialists especially for the Armed Forces of the Slovak Republic. It cooperates with domestic and foreign universities, scientific and research institutions, state authorities and other legal and natural persons in the area of education, research, development and training activities of members of the Armed Forces and Law Enforcement Forces of the Slovak Republic and their civilian personnel, as well as with other citizens of the Slovak Republic and contractual partners.

### ARTICLE 1 AIM

The aim of this Memorandum is to outline key principles, areas and forms of cooperation between the Participants.

### ARTICLE 2 PRINCIPLES AND AREAS OF COOPERATION

II.1. The MLCC and the AOS will make every effort and will actively cooperate in a way aimed at optimizing joint procedures, finding appropriate solutions and achieving common objectives; they will maintain an active level of mutual cooperation and communication in order to enhance the effectiveness of both Participants in the area of NATO education.

II.2. The MLCC and the AOS will coordinate their work in order to make a coherent contribution to multinational logistics transformational activities within the available means and resources.

II.3. Cooperation between the MLCC and the AOS will focus on activities of mutual interest, such as meetings related to logistics, movement & transportation, redeployment and manoeuvres; workshops, studies, exercises, logistic and other projects, conferences, training and education activities, multinational programs and other areas agreed by the Participants.

II.4. Mutual understanding and appropriate exchange of information between the MLCC and the AOS are prerequisites for successful cooperation.

### **ARTICLE 3 FORMS OF COOPERATION**

III.1. Cooperation will be performed via the following forms:

- a) joint participation in national and international research projects of logistic capabilities development;
- b) cooperation in the areas of education, training and research;
- c) exchange of teaching and research personnel and provision of expertise;
- d) cooperation in planning, organizing and executing logistic courses (including NATO courses), conferences, workshops and other activities;
- e) exchange of documentation and other material for studying, training and research purposes;
- f) cooperation in research based on simulation capabilities and new technologies;
- g) further forms which have been agreed by the Participants.

III.2. Conditions for the implementation of specific activities will be set in relevant follow-up arrangements or documents providing description of cooperation, scope of responsibilities, organizational and financial matters and, as the case may be, other requirements which are essential for the implementation of such a specific activity.

### **ARTICLE 4 PROTECTION OF INFORMATION**

IV.1. Handling of information related to the content or implementation of this Memorandum or its follow-up arrangements or documents, including their provision and storage, will be carried out in accordance with applicable binding regulations and rules. All intellectual or industrial property rights will remain in the hands of their existing owners. Prior consent of the other Participant will be required for publication of any information or document under this paragraph.

IV.2. The exchange of information considered confidential by any Participant will require prior preparation and approval of an appropriate confidentiality agreement, which will specify the scope of the information provided, the manner in which it will be provided and handled, and the scope of Participants' responsibilities.

IV.3. There will be no exchange of classified information under this Memorandum.

IV.4. The provisions on security measures and protection of information under this Article will continue to apply notwithstanding the termination of this Memorandum.

## **ARTICLE 5 FINANCIAL AND ADMINISTRATIVE ASPECTS**

V.1. This Memorandum does not imply any financial responsibilities for the MLCC or the AOS. Conditions of potential funding of specific activities will be defined in respective follow-up arrangements or documents regulating execution of these activities in more detail.

V.2. Unless otherwise specified, each Participant will cover any expenditure it incurs under this Memorandum (e.g. travel and other expenses of their own staff).

V.3. Administration of the activities carried out under this Memorandum will be done in accordance with respective binding regulations and rules.

V.4. The MLCC and the AOS remain responsible for their own personnel acting under and in compliance with the present Memorandum.

## **ARTICLE 6 PERSONAL DATA**

All personal data processed by the Participants in the context of implementation of this Memorandum will be processed in accordance with EU law.

## **ARTICLE 7 POINTS OF CONTACT**

The MLCC and the AOS will designate Points of Contact for specific activities agreed in accordance with this Memorandum in order to facilitate cooperation. The subsequent communication related to given activities will usually take place through such designated Points of Contact.

## **ARTICLE 8 IMPLEMENTATION**

VIII.1. The MLCC's and AOS's responsible bodies will make every effort to implement this Memorandum and follow-up arrangements or documents regulating the conditions for carrying out specific activities.

VIII.2. The Participants will inform each other regularly in writing of any facts which are capable of affecting significantly the implementation of this Memorandum. In urgent cases which cannot be postponed, they will inform each other immediately by telephone or by other effective means.

## **ARTICLE 9 FINAL PROVISIONS**

IX.1. The Participants agree that their members will respect the interests of the other Participant before making any statement related to this Memorandum to the press or the public. This is without prejudice to the provisions of Article 4.

IX.2. This Memorandum will come into effect on the date of the reception of the last signed version of this Memorandum from the other Participant upon the accomplishment of the relevant legal and internal procedures of the Participants.

IX.3. This Memorandum is concluded for an indefinite period of time. Either Participant may communicate, in writing, its intention to terminate the Memorandum to the other Participant. The termination will take effect after 3 months; the termination period starts on the day of delivery of such a communication to the other Participant. In case of termination, those specific provisions of the Memorandum regulating open issues will continue to be applied until both Participants unanimously declare that such open issues were fully solved.

IX.4. This Memorandum may be amended at any time, in written form, with the mutual consent of the Participants. Such an amendment will come into effect in accordance with paragraph 2 of this Article.

IX.5. Any changes in the number of the MLCC Member Countries will not affect the intent and the implementation of this Memorandum.

IX.6. This Memorandum does not give rise to binding obligations under national or international law for the Participants.

IX.7. Any potential ambiguity and dispute arising from the application of this Memorandum will be resolved exclusively through bilateral consultations between the Participants.

IX.8. The Participants agree that they are authorized to sign this Memorandum and that they have necessary personal and financial resources required for its implementation.

IX.9. The Memorandum was drawn up in 8 originals, 3 of which are in Czech language, 3 of which are in Slovakian language and 2 of which are in English language. AOS will receive 2 versions in Slovakian, 1 version in Czech and 1 version in English. MLCC will receive 2 versions in Czech, 1 version in Slovakian and 1 version in English. In case of divergence of interpretation of the individual versions of the Memorandum, the version in Czech language will prevail.

IX.10. The Memorandum has been approved and signed by the Participants after reading and understanding it and interpreting it as being in accordance with their will in all respects and not concluded under duress or under noticeably disadvantageous terms.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Col. Artur STOPKA  
Acting MLCC Director

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doc. Ing. Jozef PUTTERA, CSc.  
AOS Rector