

Bureau du Conseiller juridique S/224/2000 23 novembre 2000 FRANCAIS Original : ANGLAIS

NOTE DU DIRECTEUR GENERAL

ARRANGEMENT EN MATIERE DE FORMATION CONCLU AVEC LA REPUBLIQUE TCHEQUE

Conformément à l'engagement visé au paragraphe 6 du document EC-VII/DG.1 du 18 novembre 1997, le Directeur général transmet aux Etats membres une copie de l'arrangement en matière de formation conclu les 3 et 7 novembre 2000 entre le Secrétariat et la République tchèque concernant un cours pilote de formation sur les agents actifs organisé pour les inspecteurs de l'OIAC à Vyškov (République tchèque) du 11 au 20 novembre 2000.

Annexe (en anglais seulement):

Arrangement between the Office for Control of the Prohibition of Chemical Weapons of the Czech Republic and the Secretariat of the Organisation for the Prohibition of Chemical Weapons for the Pilot Course for Live Agent Training for Inspectors (Arrangement concluentre le Bureau tchèque chargé de contrôler l'interdiction des armes chimiques et le Secrétariat de l'Organisation pour l'interdiction des armes chimiques concernant un cours pilote de formation sur les agents actifs organisé pour les inspecteurs)

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Annex

ARRANGEMENT BETWEEN THE
OFFICE FOR CONTROL OF THE PROHIBITION OF CHEMICAL WEAPONS
OF THE CZECH REPUBLIC AND THE SECRETARIAT OF THE
ORGANISATION FOR THE PROHIBITION OF CHEMICAL WEAPONS FOR
THE PILOT COURSE FOR LIVE AGENT TRAINING FOR INSPECTORS

ARRANGEMENT FOR THE PILOT COURSE FOR LIVE AGENT TRAINING FOR INSPECTORS

between

The Office for Control of the Prohibition of Chemical Weapons of the Czech Republic, (hereinafter referred to as the "Office"),

and

the Secretariat of the Organisation for the Prohibition of Chemical Weapons, (hereinafter referred to as the "OPCW"),

concerning the pilot course for live agent training for OPCW inspectors, (hereinafter referred to as "Trainees").

ARTICLE I

- a) The Arrangement provides the necessary framework for the pilot course for live agent training for inspectors, and defines the mutual obligations of the Parties to this Arrangement.
- b) All communication and notification related to this Arrangement shall be directed between the Parties through the following designated points of contact;

For the Office:

Mr Vlastimil Sporek
Deputy Director of the Office for Control of the Prohibition of Chemical
Weapons of the Czech Republic
State Office for Nuclear Safety
Senovazne namesti 9
110 00 Praha 1
Czech Republic

For the OPCW:

Mr Per Runn Head of the Inspectorate Management Branch, Inspectorate Division, OPCW.

c) All written correspondence from the OPCW to the Office shall be copied to Jan Michal, Delegation of the Czech Republic to the OPCW

ARTICLE II

The Office undertakes to:

- a) Provide training facilities for the pilot course for the Live Agent Training for OPCW inspectors at Vyškov;
- b) Accept for training up to 27 participants (15 trainees);
- c) Accept all Trainees, designated by the OPCW for participation in the above mentioned training With the Office taking all necessary steps to ensure the issuance of visas to the said trainees and instructors in due time;
- d) Designate Prague Airport-Ruzyne (Rozvadov) as the point of arrival and departure, and to facilitate the smooth entry and exit of the Trainees;
- e) Provide customs clearance for the tax-free and duty-free import and reexport of the training materials and equipment, brought with Trainees (Attachment 1) and sent to the place of training in MTIP Vyskov (Attachment 2);
- f) Facilitate the pilot course for the Live Agent Training for OPCW inspectors from 11 to 20 November 2000 in accordance with the Draft Training Plan as developed by the OPCW and the Office (Attachment 3);
- g) Report to the Head of the Health and Safety Branch of the OPCW all physical, medical and environmental factors at the training site that may affect the health and safety of trainees during the training;
- h) Designate appropriate medical facilities for, and if required, provide basic and emergency medical assistance to Trainees and, subject to prior written permission by the trainees, provide medical information on the physical and health condition of the Trainees (illness or injury) to the Head of the Health and Safety Branch of the OPCW, ensuring always that all medical information so provided is treated as confidential;
- i) Provide in-country transportation of trainees and equipment between the point of arrival, the training site and the departure point;
- j) Provide all Trainees with a briefing at the beginning of the training on the safety rules and regulations of the training facility;
- k) Provide all Trainees with an orientation briefing at the beginning of the training, and, as appropriate, with written information on the customs and traditions as well as the laws an regulations of Czech Republic and the area of the training facility;

- l) Assist in the administrative and logistical support for the training;
- m)Provide assistance and co-operation for the in-country transportation of personnel and equipment;
- n) Provide technical assistance to support the training;
- o) Provide space for set up and operation of training equipment;
- p) Provide interpreters to support the training;
- q) Provide security for the Trainees and a safe training environment;
- r) Accept the use of OPCW approved personal protective equipment during all stages of the training,
- s) Accept the use of the equipment listed in Attachments 1 and 2;
- t) Organise and provide arrangements for accommodation and meals for the Trainees, and
- u) Provide agreed Czech equipment and supplies necessary for the training (Attachment 4).

ARTICLE III

The OPCW undertakes to:

- a) Select the required number of Trainees,
- b) Submit to the Office a list of all Trainees designated by the OPCW for participation in the training referred to in paragraph (b) of Article II no later than 25 October 2000, and send the visa applications, including relevant personal information of the Trainees to the Office and Embassy of The Czech Republic in The Hague.
- c) Arrange and pay for the travel and accommodation for two representatives designated by the Office to visit The Hague for two days during the period 24 October to 10 November 2000 to study OPCW training and equipment;
- d) Provide the Office with the Final Training Plan no later than 16 October 2000;
- e) Ensure that all Trainees attend the safety briefing and strictly observe the safety rules and regulations of the training facility;
- f) Reimburse the costs of this training to the Office at a rate of One Thousand Two Hundred (1.200) USD per Trainee per week during the preparation period at the facility preceding the training and the pilot

- course to the account of Military Technical Institute of Protection Brno 9038-88/0710 at Ceska narodni banka, Brno-mesto, Czech Republic;
- g) Provide equipment and IPE for the traineers relevant to the training activities. The list of equipment which will be taken into the Czech Republic as well as any required technical specifications, are contained in Attachments 1 and 2;
- h) Organise, insure and finance the transportation of equipment related to the training to and from the training facility;
- i) Provide the necessary certification that each Trainee meets the medical standards set by the OPCW;
- j) Ensure that Trainees arrive timely at the point of arrival designated by the Office;
- k) Arrange and pay for the transportation of the Trainees upon their departure from the territory of the Czech Republic after completion of the training;
- l) Arrange and pay for the return of Trainees who leave the course before it has concluded, to their normal place of residence as soon as possible;
- m)Provide personal medical insurance, including a cover for the evacuation of all Trainees with regard to risks and damages related to training activities and to their stay within the territory of the Czech Republic, to the extent that there has been negligence on their part, in accordance with the attached letter of introduction from the insurance company (Attachment 5);
- n) Provide Trainees designated as OPCW instructors to conduct the training;
- o) Provide all available OPCW materials necessary for the completion of the training;
- p) Serve as contact point for Trainee's families in the event of an emergency;
- q) Develop and implement the training plan in co-ordination with designated representatives of the Office (Attachment 3), and
- r) Organise the inspectors' training programme.

ARTICLE IV

The OPCW shall not be held liable for any breach of confidentiality committed by Trainees and designated staff members of the OPCW.

ARTICLE V

It is understood by both Parties that the content of this Arrangement and the attached training plan shall in no respect create a precedent in regards to the OPCW.

ARTICLE VI

It is understood by both Parties that this Arrangement for a pilot course for the Live Agent Training shall in no respect create a precedent in regards to the selection of a training site and other arrangements for future training of OPCW inspectors in this or related areas.

ARTICLE VII

The OPCW shall not be obliged to pay to the Office any costs for the preparation and conduct of the training other than those specified in this Arrangement

ARTICLE VIII

Disputes concerning the interpretation or implementation of this Arrangement shall be settled privately by negotiation between the Parties.

ARTICLE IX

This Arrangement shall enter into force on the date of signature. Its duration shall not exceed one year from entry into force.

Done at The Hague in two copies which are equally authentic.

on the 3 Nounte 2000

For the OPCW

Signed at Praha