

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF ROMANIA**

**AND**

**THE GOVERNMENT OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND**

**ON**

**DEFENCE COOPERATION**

The Government of Romania and the Government of the United Kingdom of Great Britain and Northern Ireland, hereinafter referred to jointly as “the Parties” and individually as “the Party”:

ACKNOWLEDGING their existing cooperative arrangements regarding the mutual exchange of information, experience, personnel and materiel, including training between their Armed Forces, in order to support capability development, mutual understanding and operational deployability;

REAFFIRMING the broad bilateral relationship between them, in line with the Romanian-British Strategic Partnership concluded in 2003 and renewed in 2023 in the context of complex challenges and threats to the European and global order;

TAKING into account their common security challenges and experience working alongside each other, including their Armed Forces’ participation in the North Atlantic Treaty Organisation (NATO), the United Nations Organisation (UN) mandated peacekeeping operations, and other multinational formations, as appropriate;

RESOLVING to build upon and strengthen the existing links between their Armed Forces;

ACKNOWLEDGING the provisions of the Charter of the UN and the role of the UN in the maintenance of international peace and security;

CONSIDERING NATO as a pillar of security and stability and observing the legal provisions contained within the *Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed in London on 19 June 1951 (NATO SOFA)*;

MUTUALLY RECOGNISING and supporting the role of the UN, NATO and the EU in the maintenance of international peace and security;

FULLY RECOGNISING and respecting their different defence arrangements;

RESPECTING the fact that nothing in this or any other arrangement shall prejudice the specific character of their defence policies;

COMMITTING to address security challenges and promote international peace and security in the context of their multilateral commitments;

RECOGNISING the benefits of furthering the cooperation between them in order to enhance the operational capabilities of their respective Armed Forces in providing individual and multilateral security and defence;

COMMITTING to ensure ongoing interoperability between them, in particular through implementation of and adherence to NATO standards and capability targets;

MINDFUL that NATO Allies and all European states must improve the effectiveness and efficiency of their comprehensive defence and security efforts by seeking to develop new approaches to bilateral and multinational defence and security cooperation;

ACKNOWLEDGING the strategic importance of the Black Sea and the Western Balkans regions, and the need for enhanced cooperation to address issues impacting these regions in support of the security and stability of both Parties.

Have agreed as follows:

## ARTICLE 1

### DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- a) “Action plan” shall mean a rolling three (3) year plan, reviewable each year during annual defence talks, which sets out the proposed programme of bilateral cooperation for the forthcoming year and indicative topics for the succeeding two (2) years and which can be updated or amended by the Parties at any point;
- b) “Agreed facilities and areas” designates the facilities and areas mutually agreed upon, in writing, by the Parties;
- c) “Armed Forces” shall mean those persons belonging to and representing the army, navy or air force or other State military force of a Party;
- d) “Civilian component” shall have the meaning as set forth in Article I, paragraph 1 (b) of the NATO SOFA;
- e) “Dependent” shall have the meaning as set forth in Article I, paragraph 1 (c) of the NATO SOFA;
- f) “Designated authorities” shall have the meaning set forth in Article 3 of this Agreement;
- g) “Implementing arrangements” means a follow-on arrangement to this Agreement, which may give effect to particular activities within the scope of this Agreement and which detail the requirements of the Sending Party and the Receiving Party in respect of those activities;
- h) “Personnel” shall mean the Armed Forces with their Civilian component together with other officials belonging to the State of the Sending or Receiving Party, as relevant;
- i) “Receiving Party” is the Party which receives the Personnel of the Sending Party on its State territory, for the purposes of this Agreement; and
- j) “Sending Party” is the Party which sends the Personnel to the State territory of the Receiving Party, for the purposes of this Agreement.

## ARTICLE 2

### PURPOSE AND PRINCIPLES OF COOPERATION

1. The purpose of this Agreement is to provide a framework for developing and furthering the bilateral cooperation and relations between the Parties in the area of defence, building upon existing cooperation and seeking to identify new areas of cooperation with mutual benefits.
2. The Parties have decided to enhance their bilateral defence cooperation with the following aims:
  - a) to maintain peace and security;
  - b) to promote their partnership and cooperation;
  - c) to build upon and enhance the existing defence relations, training, understanding and trust already established between the Parties;
  - d) to identify, discuss and strive for a common understanding of strategic issues, and to address them together;

- e) to improve the effectiveness and efficiency of their defence policies and Armed Forces;
  - f) to develop and enhance, as appropriate, the expert level exchange of information, knowledge and cooperation;
  - g) to enhance interoperability and deployability and improve their capability to act jointly in international operations;
  - h) to strive to optimise the use of their defence resources and improve cost-efficiency; and
  - i) to achieve technological benefits, efficiency and develop capabilities related to defence procurement and equipment support.
3. Cooperation in defence matters shall be promoted by the Parties, within their competences, in accordance with their respective national law and international commitments, and on the basis of the principles of equality, reciprocity and mutual interest.
4. This Agreement does not prejudice or prejudge either Party's choice of partners on operations or decisions regarding any future investment in defence materiel.

### **ARTICLE 3**

#### **DESIGNATED AUTHORITIES, IMPLEMENTATION AND PLANNING**

1. The Designated authorities for the implementation of the present Agreement are:
  - a) for the Government of Romania:
    - the Ministry of National Defence.
  - b) for the Government of the United Kingdom of Great Britain and Northern Ireland:
    - the Ministry of Defence.
2. For the purposes of the implementation of this Agreement, the Parties, through their Designated authorities, may conclude Implementing arrangements, which shall enter into effect upon the date of their signature.
3. The Parties agree to establish a joint committee to be led by the Designated authorities' representatives, to facilitate implementation of this Agreement and to examine new avenues of cooperation. The joint committee shall meet once every year, alternately in Romania and the United Kingdom of Great Britain and Northern Ireland.
4. On the basis of this Agreement, in addition to other forms of cooperation, the Parties shall also carry out defence talks on an annual basis, and shall discuss the status, priorities and progress regarding their bilateral cooperation, as well as review the Action plan and shall identify, when appropriate, new areas of cooperation.
5. The Parties agree to hold, regular and ad-hoc, bilateral dialogues on areas of shared strategic interest, including on defence procurement and industrial collaboration, to enhance military capacity and increase mutual prosperity.

## ARTICLE 4

### FIELDS OF COOPERATION

As resources allow, the Parties shall assist one another in the following fields of defence:

- a) air traffic control;
- b) Armed Forces organisation;
- c) arms control, disarmament and non-proliferation;
- d) bilateral and multinational force exercises and operations, including UN-mandated international peacekeeping operations;
- e) defence policy and planning, with an emphasis on collective defence within the applicable NATO framework;
- f) combat, search and rescue (CSAR) services;
- g) communications and information systems;
- h) counter-hybrid warfare;
- i) defence intelligence;
- j) defence logistics and support;
- k) defence technology and science, procurement and capability development;
- l) exchange of civilian and military personnel, for training purposes;
- m) green initiatives to improve the carbon footprint of military establishments;
- n) human security inclusive of women, peace and security;
- o) military delegations' visits;
- p) military geodesy, hydrography, topography, geospatial information and meteorology;
- q) military history and publications;
- r) military legislation;
- s) military medicine and health services support, including research, innovation and personal rehabilitation;
- t) participation in military equipment and weapons exhibitions, military exercises, seminars and conferences;
- u) planning, programming and budgeting of defence resources;
- v) strategic communications;
- w) training and military education;
- x) working visits of the Parties' officials; and
- y) other forms of cooperation in the field of defence upon which the Parties may agree.

## **ARTICLE 5**

### **STATUS OF PERSONNEL**

1. While stationed on the State territory of the Receiving Party, the status of the Personnel of the Sending Party shall be subject to the provisions of the NATO SOFA.
2. During their deployment, the Armed Forces of the Sending Party and their Dependents shall be exempted from the Receiving State's regulations on residence and visa requirements but without prejudice to the Receiving State's regulations regarding the accrual of permanent rights of residence in the Receiving State.
3. The Dependents of the Armed Forces of the Sending Party shall have a right to work in the State territory of the Receiving Party in accordance with its laws.
4. Further detailed arrangements relating to the deployment of the Armed Forces of the Sending Party into the State territory of the Receiving Party shall be set out in Implementing arrangements, where necessary.

## **ARTICLE 6**

### **USE OF FACILITIES AND AREAS**

1. The Personnel of the Sending Party shall be authorised to access and use the Agreed facilities and areas located in the State territory of the Receiving Party, with full respect for applicable national law. The technical details regarding the access and use and expenses associated with such facilities and areas shall, as necessary, be set forth in Implementing arrangements.
2. The Parties shall provide, upon the written request of the other Party, property ownership boundary surveys for Agreed facilities and areas for submission to the relevant Designated authorities.
3. The Personnel of a relevant Party shall consult with the appropriate Designated authorities of the other Party on proposed construction works and real estate projects, including demolition of constructed buildings of the other Party, inside of Agreed facilities and areas.
4. The Personnel of the Parties may undertake construction activities on Agreed facilities and areas, and make alterations and improvements to them, by use of contractors or by using their own Personnel. The Designated authorities shall assist the Armed Forces in these undertakings, by ensuring that such construction, alterations and improvements have the necessary authorisations.
5. The Sending Party's construction activities shall respect the national technical requirements and standards of the Receiving Party. Where the Sending Party's technical requirements and standards are more restrictive than those of the Receiving Party, such technical requirements and standards may apply where they are equally effective as those of the Receiving Party or where they relate to tactical facilities where unique technical standards or requirements are appropriate.
6. The Parties' construction activities shall be conducted with due regard for public safety. The Receiving Party's relevant authorities may conduct quality inspections. Work discovered during the inspections which does not meet relevant requirements of the Receiving State shall be reported to the appropriate authorities for immediate action. The Sending Party's Designated authorities shall invite the appropriate Receiving Party's Designated authorities to observe the final inspection for each new construction project.

7. The Personnel of the Parties, their contractors, as well as equipment such as vessels, vehicles, and aircraft, which are operated by or for their Armed Forces, may use such Agreed facilities and areas for the purposes of training, transit, support and related activities. Upon request, the Designated authorities of each Party shall use their reasonable endeavours to assist in facilitating temporary access by the Armed Forces to publicly owned land, including municipally controlled land, for the manoeuvre and training purposes.

8. Where Agreed facilities or areas are constructed or developed for joint use, the costs of construction or development and operations and maintenance shall be shared by the Parties, with the division of costs calculated by reference to the proportionate use by each Party.

9. The Parties shall, where it is within their competence, ensure that any costs incurred by the Sending Party in relation to authorisations at Agreed facilities and areas shall be payable at the same rate applicable to the Receiving Party.

10. The Personnel of the first Party shall notify, in advance, and await the formal approval from the other Party regarding the types, quantities and delivery schedules of defence equipment, supplies and materiel that the Personnel of the first Party intends to pre-position for use, as well as details of the respective contractors who shall make such deliveries.

## **ARTICLE 7**

### **PROPERTY OWNERSHIP**

1. Each Party shall retain ownership of, and title to, Agreed facilities and areas made available to the other Party under this Agreement. Each Party shall return any Agreed facility or area, or any portion thereof, once no longer needed. The Parties or their Designated authorities shall consult regarding the terms of return of any Agreed facility or area.

2. The Personnel of a Party and its contractors shall retain title to all equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired within the State territory of the Receiving Party in connection with this Agreement.

## **ARTICLE 8**

### **LABOUR ASPECTS**

When appropriate and in accordance with the State laws of the Parties, local civilian labour shall be given precedence by the Parties in contracting requirements.

## **ARTICLE 9**

### **COOPERATION WITH THIRD PARTIES**

1. The Sending Party may invite, with the prior written consent of the Receiving Party, other NATO allied and partner forces to participate in training activities taking place on the Receiving Party's State territory.

2. Matters concerning the status afforded to such allies and partners shall be agreed upon through separate agreements or arrangements, concluded between the respective invited NATO ally or partner, the Sending Party and the Receiving Party, in accordance with the applicable law and legislation.

## **ARTICLE 10**

### **ENVIRONMENTAL ISSUES**

1. The Parties shall implement this Agreement in full compliance with applicable laws, rules and regulations related to the protection of the environment and human health.
2. The details concerning environmental and human health issues may be set out in subsequent activity-specific Implementing arrangements.

## **ARTICLE 11**

### **PROTECTION OF CLASSIFIED INFORMATION**

The Parties shall use, transmit, store, handle, safeguard, and dispose all of the classified information exchanged or generated in connection with this Agreement in accordance with applicable security arrangements established between the Parties and any other applicable NATO instruments.

## **ARTICLE 12**

### **FINANCIAL ASPECTS**

Unless otherwise set out in Implementing arrangements or as jointly decided by the Parties, in writing, each Party shall cover its own costs incurred from the implementation of this Agreement.

## **ARTICLE 13**

### **CLAIMS**

1. Claims arising out of or in connection with the implementation of this Agreement and covered by Article VIII of NATO SOFA shall be dealt with in accordance with the provisions therein.
2. Claims not falling under the provisions of Article VIII of NATO SOFA shall be resolved through consultations between the Parties.

## **ARTICLE 14**

### **SETTLEMENT OF DISPUTES**

Any disputes concerning the interpretation or application of this Agreement shall be settled through negotiation between the Parties via their respective ministries of defence and shall not be referred to any national or international tribunal or third party for settlement.

## **ARTICLE 15**

### **AMENDMENT**

1. This Agreement may be amended at any given time through the Parties' written mutual consent.
2. Amendments shall enter into force in accordance with the terms specified in Article 16 paragraph (1) of this Agreement.

## **ARTICLE 16**

### **ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Agreement shall enter into force on the date of receipt of the later written notification, through diplomatic channels, by which the Parties inform each other that their national legal requirements necessary for its entering into force have been fulfilled.
2. This Agreement shall remain in force for an indefinite period unless terminated by mutual consent of both Parties, or by either Party giving six (6) months' written notice to the other Party, through diplomatic channels, that it intends to terminate the Agreement.
3. The termination of this Agreement shall not affect any rights or obligations arising out of its performance prior to such termination including, in particular, Article 11 (Protection of Classified Information) of this Agreement which shall continue to have effect in perpetuity, and Articles 12 (Financial Aspects), 13 (Claims) and 14 (Dispute Settlement) of this Agreement which shall continue to be applied in respect of any matters which are not resolved at the time of termination of this Agreement.
4. On the date of the entry into force of the present Agreement, the following documents shall be terminated:
  - a. the Memorandum of Understanding between the Ministry of National Defence of Romania and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland on the cooperation in the military field, signed in Bucharest on the 29<sup>th</sup> of July 1996;
  - b. the Memorandum of Understanding between the Ministry of National Defence of Romania and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland on the enhancement of bilateral defence cooperation, signed in London on the 13<sup>th</sup> of March 2019.

## **ARTICLE 17**

### **REGISTRATION**

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

In witness whereof, the undersigned, duly authorised thereto, have signed this Agreement.

Signed in London, on the 13.11.2024, in two originals, in the Romanian and English languages, all texts being equally authentic.

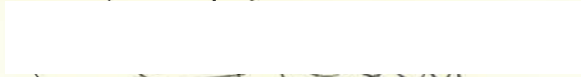
**FOR THE GOVERNMENT OF  
ROMANIA**



~~ANGEL TILVAR~~

**MINISTER OF NATIONAL  
DEFENCE**

**FOR THE GOVERNMENT OF THE  
UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND**



~~THE RT HON JOHN HEALEY MP~~

**SECRETARY OF STATE FOR  
DEFENCE**