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LIMITE

CORLX 22
CSDP/PSDC 28
CFSP/PESC 42
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LEGISLATIVE ACTS AND OTHER INSTRUMENTS

Subject: Agreement between the European Union and the Hashemite Kingdom of Jordan establishing a framework for the participation of the Hashemite Kingdom of Jordan in European Union crisis management operations

AGREEMENT
BETWEEN THE EUROPEAN UNION
AND THE HASHEMITE KINGDOM OF JORDAN
ESTABLISHING A FRAMEWORK
FOR THE PARTICIPATION OF THE HASHEMITE KINGDOM OF JORDAN
IN EUROPEAN UNION CRISIS MANAGEMENT OPERATIONS

THE EUROPEAN UNION (the "Union" or the "EU"),

of the one part, and

THE HASHEMITE KINGDOM OF JORDAN,

of the other part,

hereinafter jointly referred to as the "Parties",

WHEREAS:

- (1) In the framework of its common security and defence policy, the European Union may decide to undertake crisis management operations which may include the tasks set out in Articles 42 (1) and 43 (1) of the Treaty on European Union, as decided by the Council.
- (2) The Hashemite Kingdom of Jordan and the EU recognise the importance of world peace for the development of all States, and remain committed to contributing towards maintaining peace and security in their respective neighbourhood and in the broader world, based on the principles of the United Nations Charter.
- (3) Considering the commitment between the Parties to strengthening their cooperation in matters concerning security and defence, and recognising that the capabilities and abilities of the security forces of the Hashemite Kingdom of Jordan could be used in EU crisis management operations.
- (4) The Hashemite Kingdom of Jordan and the EU wish to set down general conditions regarding the participation of the Hashemite Kingdom of Jordan in EU crisis management operations in an agreement establishing a framework for such possible future participation, rather than defining those conditions on a case-by-case basis for each operation concerned.

- (5) Such an agreement should be without prejudice to the decision-making autonomy of the Union, and should not prejudge the case-by-case nature of the decision by the Hashemite Kingdom of Jordan to participate in an EU crisis management operation.
- (6) The Union will decide whether third States will be invited to participate in an EU crisis management operation. The Hashemite Kingdom of Jordan may accept the invitation by the Union and offer its contribution. In such a case, the Union will decide on the acceptance of the proposed contribution,

HAVE AGREED AS FOLLOWS:

SECTION I

GENERAL PROVISIONS

ARTICLE 1

Decisions relating to participation

1. Following the decision of the Union to invite the Hashemite Kingdom of Jordan to participate in an EU crisis management operation, the Hashemite Kingdom of Jordan shall, in the implementation of this Agreement, communicate the decision of its competent authority regarding its participation, including its proposed contribution, to the European Union.
2. The assessment by the Union of the proposed contribution by the Hashemite Kingdom of Jordan shall be conducted in consultation with the latter.
3. The Union shall provide the Hashemite Kingdom of Jordan with an early indication of the likely contribution to the common costs of the operation as soon as possible with a view to assisting the Hashemite Kingdom of Jordan in the formulation of its offer.

4. The Union shall communicate the outcome of its assessment and decision on the proposed Hashemite Kingdom of Jordan contribution to the Hashemite Kingdom of Jordan in writing, with a view to securing the participation of the Hashemite Kingdom of Jordan, in accordance with the provisions of this Agreement.
5. The offer by the Hashemite Kingdom of Jordan pursuant to paragraph 1, and its acceptance by the EU pursuant to paragraph 4, shall constitute the basis for the application of this Agreement to each specific crisis management operation.
6. The Hashemite Kingdom of Jordan may, on its own initiative or at the request of the Union, and following consultations between the Parties, withdraw wholly or in part, at any time, from participation in an EU crisis management operation.

ARTICLE 2

Framework

1. The Hashemite Kingdom of Jordan shall associate itself with the relevant Council Decision by which the Council of the European Union decides that the Union will conduct a crisis management operation, and with any other Decision by which the Council of the European Union decides to extend an EU crisis management operation, in accordance with the provisions of this Agreement and any required implementing arrangements.

2. The contribution of the Hashemite Kingdom of Jordan to an EU crisis management operation shall be without prejudice to the decision-making autonomy of the Union.

ARTICLE 3

Status of personnel and forces of the Hashemite Kingdom of Jordan

1. The status of personnel seconded to an EU civilian crisis management operation and/or of the forces contributed to an EU military crisis management operation by the Hashemite Kingdom of Jordan shall be governed by the relevant agreement on the status of forces/mission, if such is concluded, or by any other arrangement between the Union and the State(s) in which the operation is conducted. The Hashemite Kingdom of Jordan shall be informed thereof.

2. The status of personnel contributed to headquarters or command elements located outside the State(s) in which the EU crisis management operation takes place shall be governed by arrangements between the headquarters and command elements concerned and the competent authorities of the Hashemite Kingdom of Jordan.

3. Without prejudice to the agreement on the status of forces/mission referred to in paragraph 1, the Hashemite Kingdom of Jordan shall exercise jurisdiction over its personnel participating in the EU crisis management operation. Where the forces of the Hashemite Kingdom of Jordan operate on board a vessel or aircraft of a Member State of the European Union, that Member State may exercise jurisdiction subject to any existing and/or future agreements, and in accordance with its laws and regulations and with international law.

4. The Hashemite Kingdom of Jordan shall be responsible for answering any claims linked to the participation in an EU crisis management operation from or concerning any of its personnel and shall be responsible for bringing any action, in particular legal or disciplinary, against any of its personnel in accordance with its laws and regulations.
5. The Parties agree to waive any and all claims, other than contractual claims, against each other for damage to, loss of, or destruction of assets owned or operated by either Party, or injury or death of personnel of either Party, arising out of the performance of their official duties in connection with activities under this Agreement, except in the case of gross negligence or wilful misconduct.
6. The Hashemite Kingdom of Jordan undertakes to make a declaration as regards the waiver of claims against any State participating in an EU crisis management operation in which the Hashemite Kingdom of Jordan participates, and to do so when signing this Agreement.
7. The Union undertakes to ensure that the Member States of the European Union make a declaration as regards the waiver of claims for any future participation of the Hashemite Kingdom of Jordan in an EU crisis management operation, and to do so when signing this Agreement.

ARTICLE 4

Classified information

1. The Hashemite Kingdom of Jordan shall take appropriate measures to ensure that EU classified information is protected in accordance with the Council security rules for protecting EU classified information, contained in Council Decision 2013/488/EU¹, and in accordance with further guidance issued by competent authorities, including by the EU Operation Commander concerning an EU military crisis management operation, or by the EU Civilian Operation Commander concerning an EU civilian crisis management operation.
2. Where the Parties conclude an agreement on security procedures for the exchange of classified information, such agreement shall apply in the context of an EU crisis management operation.

¹ Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information (OJ EU L 274, 15.10.2013, p. 1).

SECTION II

PROVISIONS ON PARTICIPATION IN EU CIVILIAN CRISIS MANAGEMENT OPERATIONS

ARTICLE 5

Personnel seconded to an EU civilian crisis management operation

1. The Hashemite Kingdom of Jordan shall:
 - (a) ensure that its personnel seconded to an EU civilian crisis management operation undertake their mission in accordance with:
 - (i) the relevant Council Decision and subsequent amendments thereto as referred to in Article 2(1);
 - (ii) the Operation Plan;
 - (iii) any applicable implementing arrangements;
 - (iv) any applicable policy for EU civilian crisis management operations.

(b) inform the Civilian Operation Commander in due time of any change to its contribution to the EU civilian crisis management operation.

2. Personnel seconded by the Hashemite Kingdom of Jordan to an EU civilian crisis management operation shall undergo a medical examination, be vaccinated and be certified medically fit for duty by its competent authority, and shall produce a copy of that certification.

3. Personnel seconded by the Hashemite Kingdom of Jordan shall carry out their duties and conduct themselves solely with the interests of the EU civilian crisis management operation in mind, while adhering to the highest standards of behaviour set out in the policies applicable to EU civilian crisis management operations.

ARTICLE 6

Chain of command

1. All personnel participating in an EU civilian crisis management operation shall remain under the full command of their national authorities.

2. National authorities shall transfer operational control to the Civilian Operation Commander of the Union.

3. The Civilian Operation Commander shall assume responsibility and exercise command and control of the EU civilian crisis management operation at strategic level.
4. The Head of Mission shall assume responsibility and exercise command and control of the EU civilian crisis management operation at theatre level and assume its day-to-day management.
5. The Hashemite Kingdom of Jordan shall have the same rights and obligations in terms of day-to-day management of the operation as the Member States of the European Union taking part in the operation, in accordance with the legal instruments referred to in Article 2(1).
6. The Head of Mission shall be responsible for disciplinary control over the personnel of the EU civilian crisis management operation. Where required, disciplinary action shall be taken by the national authority concerned.
7. A National Contingent Point of Contact ("NPC") shall be appointed by the Hashemite Kingdom of Jordan to represent its national contingent in the operation. The NPC shall report to the Head of Mission on national matters and shall be responsible for the day-to-day discipline of the contingent of the Hashemite Kingdom of Jordan.
8. The decision to end the operation shall be taken by the Union, following consultation with the Hashemite Kingdom of Jordan if it is still contributing to the EU civilian crisis management operation at the date of termination of the operation.

ARTICLE 7

Financial aspects

1. Without prejudice to Article 8, the Hashemite Kingdom of Jordan shall assume all the costs associated with its participation in an EU civilian crisis management operation apart from the running costs, as set out in the operational budget of the operation. To that effect, the Hashemite Kingdom of Jordan may receive bilateral support for its participation in an EU civilian crisis management operation from an EU Member State or a third party.
2. In the event of death, injury, loss or damage to natural or legal persons from the State(s) in which the operation is conducted, issues of possible liability and compensation by the Hashemite Kingdom of Jordan shall be governed by the conditions set out in the applicable agreement on the status of mission referred to in Article 3(1) or any alternative applicable provisions.

ARTICLE 8

Contribution to the operational budget

1. Subject to paragraph 4 of this Article and notwithstanding Article 1(5), the Hashemite Kingdom of Jordan shall contribute to the financing of the operational budget of the EU civilian crisis management operation concerned.

2. Such contribution to the operational budget shall be calculated on the basis of either of the following formulae, whichever produces the lower amount:
 - (a) the share of the reference amount for the operational budget which is in proportion to the ratio of the Hashemite Kingdom of Jordan's gross national income (GNI) to the total GNIs of all States contributing to the operational budget of the operation; or
 - (b) the share of the reference amount for the operational budget which is in proportion to the ratio of the number of personnel from the Hashemite Kingdom of Jordan participating in the operation to the total number of personnel of all States participating in the operation.
3. Notwithstanding paragraphs 1 and 2, the Hashemite Kingdom of Jordan shall not make any contribution towards the financing of per diem allowances paid to personnel of the Member States of the European Union.
4. Notwithstanding paragraph 1, the Union shall, in principle, exempt the Hashemite Kingdom of Jordan from financial contributions to a particular EU civilian crisis management operation when:
 - (a) the Union decides that the Hashemite Kingdom of Jordan provides a significant contribution which is essential for that operation; or

- (b) the Hashemite Kingdom of Jordan has a GNI per capita which does not exceed that of any Member State of the Union.

5. Subject to paragraph 1, any arrangement on the payment of the contributions of the Hashemite Kingdom of Jordan to the operational budget of an EU civilian crisis management operation shall be signed between the competent authorities of the Parties and shall, inter alia, include provisions on:

- (a) the amount of the financial contribution concerned;
- (b) the arrangements for payment of the financial contribution; and
- (c) the auditing procedure.

SECTION III

PROVISIONS ON PARTICIPATION IN EU MILITARY CRISIS MANAGEMENT OPERATIONS

ARTICLE 9

Participation in an EU military crisis management operation

1. The Hashemite Kingdom of Jordan shall ensure that its forces and personnel participating in an EU military crisis management operation undertake their mission in accordance with:
 - (a) the relevant Council Decision and subsequent amendments thereto as referred to in Article 2(1);
 - (b) the Operation Plan;
 - (c) any applicable implementing arrangements; and
 - (d) any applicable policy for EU military crisis management operations.
2. The Hashemite Kingdom of Jordan shall inform the EU Operation Commander in due time of any change to its participation in the operation.

3. Personnel seconded by the Hashemite Kingdom of Jordan shall carry out their duties and conduct themselves solely with the interests of the EU military crisis management operation in mind, while adhering to the highest standards of behaviour set out in the policies applicable to EU military crisis management operations.

ARTICLE 10

Chain of command

1. All forces and personnel participating in an EU military crisis management operation shall remain under the full command of their national authorities.
2. National authorities shall transfer the operational and tactical command and/or control of their forces and personnel to the EU Operation Commander, who is entitled to delegate his authority.
3. The Hashemite Kingdom of Jordan shall have the same rights and obligations in terms of the day-to-day management of the operation as the Member States of the European Union taking part in the operation, in accordance with the legal instruments referred to in Article 2(1).
4. The EU Operation Commander may, following consultations with the Hashemite Kingdom of Jordan, at any time request the withdrawal of the contribution by the Hashemite Kingdom of Jordan.

5. A Senior Military Representative ("SMR") shall be appointed by the Hashemite Kingdom of Jordan to represent its national contingent in the EU military crisis management operation. The SMR shall consult with the EU Force Commander on all matters affecting the operation and shall be responsible for the day-to-day discipline of the contingent of the Hashemite Kingdom of Jordan.

ARTICLE 11

Financial aspects

1. Without prejudice to Article 12 of this Agreement, the Hashemite Kingdom of Jordan shall assume all the costs associated with its participation in the operation unless the costs are subject to common funding as provided for in the legal instruments referred to in Article 2(1), as well as in Council Decision (CFSP) 2015/528¹. To that effect, the Hashemite Kingdom of Jordan may receive bilateral support for its participation in an EU military crisis management operation from an EU Member State or a third party.

2. In the event of death, injury, loss or damage to natural or legal persons from the State(s) in which the operation is conducted, issues of possible liability and compensation by the Hashemite Kingdom of Jordan shall be governed by the conditions set out in the applicable agreement on the status of forces referred to in Article 3(1) or any applicable alternative provisions.

¹ Council Decision (CFSP) 2015/528 of 27 March 2015 establishing a mechanism to administer the financing of the common costs of European Union operations having military or defence implications (Athena) (OJ EU L 84, 28.03.2015, p. 39).

ARTICLE 12

Contribution to the common costs

1. Subject to paragraph 3 of this Article and notwithstanding Article 1(5), the Hashemite Kingdom of Jordan shall contribute to the financing of the common costs of the EU military crisis management operation concerned.
2. Such contribution to the common costs shall be calculated on the basis of either of the following formulae, whichever produces the lower amount:
 - (a) the share of the common costs which is in proportion to the ratio of the Hashemite Kingdom of Jordan's GNI to the total GNIs of all States contributing to the common costs of the operation; or
 - (b) the share of the common costs which is in proportion to the ratio of the number of personnel from the Hashemite Kingdom of Jordan participating in the operation to the total number of personnel of all States participating in the operation.

Where the formula under point (b) is used, and the Hashemite Kingdom of Jordan contributes personnel to the Operation or Force Headquarters only, the ratio used shall be that of its personnel to the total number of the respective headquarters personnel. In other cases, the ratio shall be that of all personnel contributed by the Hashemite Kingdom of Jordan to the total personnel of the operation.

3. Notwithstanding paragraph 1, the Union shall, in principle, exempt the Hashemite Kingdom of Jordan from financial contributions to a particular EU military crisis management operation when:

- (a) the Union decides that the Hashemite Kingdom of Jordan provides a significant contribution which is essential for this operation; or
- (b) the Hashemite Kingdom of Jordan has a GNI per capita which does not exceed that of any Member State of the Union.

4. Subject to paragraph 1, any arrangements for the payment of the contributions of the Hashemite Kingdom of Jordan to the common costs shall be concluded between the competent authorities of the Parties and shall include, inter alia, provisions on:

- (a) the amount of the financial contribution concerned;
- (b) the arrangements for payment of the financial contribution; and
- (c) the auditing procedure.

SECTION IV

FINAL PROVISIONS

ARTICLE 13

Arrangements to implement the Agreement

Without prejudice to Articles 8(5) and 12(4), any necessary technical and administrative arrangements in pursuance of the implementation of this Agreement shall be concluded between the competent authorities of the Parties.

ARTICLE 14

Competent authorities

For the purposes of this Agreement, the competent authorities of the Hashemite Kingdom of Jordan shall be the Jordan Armed Forces (JAF), unless the European Union is otherwise notified.

ARTICLE 15

Non-compliance

Should either Party fail to comply with its obligations under this Agreement, the other Party shall have the right to terminate this Agreement by providing one month's written notice.

ARTICLE 16

Dispute settlement

Disputes concerning the interpretation or application of this Agreement shall be settled by diplomatic means between the Parties.

ARTICLE 17

Entry into force, duration and termination

1. This Agreement shall enter into force on the first day of the first month after the Parties have notified each other of the completion of the internal legal procedures necessary for the entry into force of this Agreement.

2. This Agreement shall be subject to review not later than 1 August 2021, and subsequently at least every three years.

3. This Agreement may be amended on the basis of a mutual written agreement between the Parties. The amendments shall enter into force in accordance with the procedure laid down in paragraph 1.

4. This Agreement may be terminated by either Party by written notice of termination given to the other Party. Such termination shall take effect six months after receipt of notification by the other Party.

IN WITNESS WHEREOF, the undersigned, both being duly authorised thereto by the respective Parties, have signed this Agreement.

Done at ..., on ... in duplicate in the English and Arabic languages, both texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the European Union

For the Hashemite Kingdom of Jordan

DECLARATION BY THE MEMBER STATES OF THE EU
APPLYING AN EU COUNCIL DECISION
ON AN EU CRISIS MANAGEMENT OPERATION,
IN WHICH THE HASHEMITE KINGDOM OF JORDAN PARTICIPATES
REGARDING THE WAIVER OF CLAIMS

"The EU Member States applying an EU Council Decision on an EU crisis management operation in which the Hashemite Kingdom of Jordan participates will endeavour, insofar as their internal legal systems so permit, to waive as much as possible any claims against the Hashemite Kingdom of Jordan for injury to, or death of, their personnel or damage to, or loss of, any assets owned by them and used by the EU crisis management operation if such injury, death, damage or loss:

- was caused by personnel, contributed by the Hashemite Kingdom of Jordan to an EU crisis management operation, in the execution of their duties in connection with the EU crisis management operation, except in cases of gross negligence or wilful misconduct; or
- arose from the use of any assets owned by the Hashemite Kingdom of Jordan, provided that the assets were used in connection with the operation, except in cases of gross negligence or wilful misconduct by personnel contributed by the Hashemite Kingdom of Jordan to the EU crisis management operation using those assets."

DECLARATION BY THE HASHEMITE KINGDOM OF JORDAN
REGARDING THE WAIVER OF CLAIMS
AGAINST ANY STATE
PARTICIPATING IN EU CRISIS MANAGEMENT OPERATIONS

"The Hashemite Kingdom of Jordan, having agreed to participate in an EU crisis management operation, will endeavour, insofar as its internal legal system so permits, to waive as much as possible any claims against any State participating in the EU crisis management operation for injury to, or death of, its personnel or damage to, or loss of, any assets owned by it and used by the EU crisis management operation if such injury, death, damage or loss:

- was caused by personnel in the execution of their duties in connection with the EU crisis management operation, except in cases of gross negligence or wilful misconduct; or
- arose from the use of any assets owned by States participating in the EU crisis management operation, provided that the assets were used in connection with the operation, except in cases of gross negligence or wilful misconduct by EU crisis management operation personnel using those assets."
