

E85

**AGREEMENT
FOR THE PROVISION OF TRAINING COURSES TO
INSPECTOR AND INSPECTOR ASSISTANT CANDIDATES
OF THE ORGANIZATION FOR THE PROHIBITION OF CHEMICAL WEAPONS**

The United States of America

and

the Preparatory Commission for the Organization for the Prohibition of Chemical Weapons, represented by the Executive Secretary ("the Commission"), (hereinafter referred to collectively as "the Parties")

desiring to provide the necessary framework for the inspectorate training courses for the Commission inspector and inspector assistant candidates have agreed as follows:

I

The aim of this Agreement is to provide a broad framework for the Parties to conduct training courses for inspectorate trainees and to define the mutual obligations of the Parties to this Agreement. Communications relating to the subject matter of this agreement will be directed between the Parties through the following designated points of contact:

- (a) For the United States - Colonel William Miller, Alternate Representative for the United States to the Chemical Weapons Convention Preparatory Commission
- (b) For the Commission - Mr. Ian R. Kenyon, Executive Secretary

II

1. Consistent with United States laws, regulations, and policies, The United States undertakes to:

(a) Conduct the following training courses and provide training facilities. The training courses and facilities shall correspond to the certification information agreed between the United States and the Commission:

- (1) Module 1, Basic Course, Fort McClellan, Alabama;
One six-week course, starting on January 20, 1997

- (2) **Module 2, Block B, CW and Conventional Munitions, Fort McClellan, Alabama; One two-week course, starting on March 31, 1997**
 - (3) **Module 2, Block C, Demilitarization and Destruction of CW: two three-week courses at Edgewood Area, APG, Maryland, starting on March 3, 1997; and two one-week courses at Pine Bluff Chemical Activity, Pine Bluff Arsenal, Arkansas;**
 - (4) **Module 2, Block H, Inactivation, Conversion, and Destruction of CW Production; Facilities, Pine Bluff, AR; Two two-week courses, starting on March 3 & 31, 1997**
 - (5) **Module 3, Inspection Team Training of a CW Production Facility, Pine Bluff, AR; Three one-week courses, starting on May 12, 1997**
 - (6) **Module 3, Inspection Team Training of a CW Storage Facility, Anniston Army Depot, AL; Three one-week courses, starting on May 12, 1997**
 - (7) **Module 3, Inspection Team Training of a CW Destruction Facility, Tooele Army Depot, UT; Three one-week courses, starting on May 19, 1997**
- (b) **Accept for training the following number of trainees/teams:**
- (1) **Module 1, Basic Course; No less than 30 and no more than 50 Students**
 - (2) **Module 2, Block B; No less than 20 and no more than 40 Students**
 - (3) **Module 2, Block C; No less than 20 and no more than 44 Students**
 - (4) **Module 2, Block H; No less than 30 and no more than 44 Students**
 - (5) **Module 3, No more than 54 Students arranged in three groups of no more than 18 students each**
- (c) **Designate the point of arrival as appropriate for each course;**
- (d) **Draw up training schedules and training course content in accordance with the modules, certification, and documentation approved by the Commission and meet throughout the courses all the criteria for certification contained therein;**
- (e) **Consistent with U.S. laws, regulations, policies; and the provisions of the attachments, accept all designated Commission staff members at the training center and training facilities for the above mentioned courses/modules;**

(f) Provide equipment, as appropriate, corresponding to the adopted specifications for inspection equipment or, if unavailable, equipment with similar specifications for training activities as follows;

- (1) Module 1, Basic Course; See Attachment A**
- (2) Module 2, Block B; See Attachment B**
- (3) Module 2, Block C; See Attachment C**
- (4) Module 2, Block H; See Attachment D**
- (5) Module 3, See Attachment E**

(g) Report to the Head of the Health and Safety Office of the Commission on medical issues that may affect the health and safety of trainees, including any relevant changes that may occur in a trainee's physical and health condition (e.g., illness or injury, pregnancy, etc.); provided that the training center has received written permission from the trainee to provide such medical information to the Commission, and ensure that all medical information is treated as confidential;

(h) Report to the Commission the results of performance evaluations of all trainees;

(i) Provide each trainee and all other designated staff members of the Commission referred to in subparagraph II (c) and (e) above with an orientation and safety briefing at the beginning of each training course, and as appropriate, with written information, on the customs and traditions of the United States;

(j) Regarding Module 3 training:

- (1) organize the administration of and logistical support for the trial inspection training as specified in Attachment E hereto;**
- (2) provide facilities corresponding to the training objectives;**
- (3) specify the duration and the scope of the trainee's access within the facilities/sites;**
- (4) accept facilitators/instructors and medical personnel from the Commission in accordance with paragraph (e) of this Section, and specify the duration and the scope of their access within the facilities/sites;**
- (5) provide escorts, if available, as part of the trial inspection training;**

(6) organize in-country movement and rotation of training groups; and

(7) accept the uses of the equipment, subject to individual training facilities' safety rules, regulations, and restrictions, and in accordance with Attachment E.

2. The United States shall accept designated trainees and Commission staff members consistent with United States laws, regulations and policies and take all reasonable steps to ensure the issuance of visas to the said trainees in due time, and inform the Commission if an individual is unacceptable within 30 days of receipt of the names.

III

The Commission undertakes to:

- (a) Select the required number of trainees for each course specified in the certification information provided by the United States and approved by the Commission;
- (b) Ensure all trainees and other designated staff members referred to in subparagraph II (c) above strictly observe the safety rules of the training site and facilities;
- (c) Communicate to the United States in writing and as early as possible before the starting dates referred to in subparagraph II (a) above, the names of all the trainees and Commission staff designated by the Commission for participation in the training courses/modules referred to in that subparagraph.
- (d) Ensure, organize, and finance all trainee travel related to the training courses, except as specified in Attachments A through E;
- (e) Provide equipment and its transport for training activities, as described in Attachments A through E;
- (f) Provide the necessary certification that each candidate meets the medical standards set by the Commission before the commencement of the candidate's course;
- (g) Organize the trainee's timely arrival at the point of arrival designated by the United States;
- (h) Organize the trainees' departure from the territory of the United States after the completion of the course;
- (i) Organize the expedited return of trainees who leave the course before it has concluded;

- (j) Provide the following types of personal insurance coverage for all trainees and other designated staff members referred to in subparagraph II (e) above with regard to the risk related to training activities and to their stay within the territory of the United States, for the following:
- (1) Medical, including evacuation transportation
 - (2) Death/disability
 - (3) Public liability
- (k) Provide guidelines to the United States for performance evaluations;
- (l) Provide inspection manuals, guidelines for inspection procedures, and reporting formats for inspection reports, as well as any relevant computer software and all available Commission materials necessary for the successful completion of the courses;
- (m) Organize and finance the visits of designated staff members of the Commission to the training center;
- (n) Provide a twenty-four hour contact point for the trainees' families in the event of an emergency;
- (o) Regarding Module 3 training:
- (1) Develop and implement on-site training scenarios in coordination with appropriate representatives of the United States;
 - (2) Define the trial inspection procedures;
 - (3) Organize the trial inspection, including the composition of trial inspection teams;
 - (4) Organize the international movement and rotation of training groups;
 - (5) Provide facilitators/instructors and medical personnel as required.

IV

With respect to the Module 3 on-site trial inspection training, the specified on-site trial inspection activities are without prejudice to the inspection activities that may be conducted on the territory of the United States after entry into force of the Convention, provided for in the Convention, or subsequently agreed to by the Conference of States Parties.

V

The attachments form an integral part of this Agreement.

VI

In the event that, upon dissolution of the Commission, the Organization for the Prohibition of Chemical Weapons has not provided mutually satisfactory assurances to the United States of its acceptance of all of the obligations of Commission under the Technical Assistance Agreement, signed on () December 1996, the United States training under this Agreement shall cease and the Commission shall return immediately all U. S. Munitions List articles exported or otherwise transferred to it pursuant to this Agreement.

VII

This Agreement shall enter into force on the 18th day of January 1997, provided that the Technical Assistance Agreement between the United States Government and the Preparatory Commission for the Organization for the Prohibition of Chemical Weapons, signed on XXXXXXXXXXXXXXXXXXXX, which specifies the conditions applicable to the transfer of United States defense articles and services in the course of training pursuant to this Agreement, is in force between the Parties. This Agreement shall remain in force until 7 June 1997. It may be amended by written agreement of the Parties. Either Party may terminate this agreement by providing one month written notice to the other Party.

Signed in The Hague on the () day of December 1996.

For the United States
of America

For the Preparatory Commission for
the Organization for the Prohibition
of Chemical Weapons

Attachments:

**Attachment A; Specific Arrangements for the Conduct of the General Training Scheme,
Module-1 Basic Course at Fort McClellan, Alabama**

**Attachment B; Specific Arrangements for the Conduct of the General Training Scheme,
Module-2 Block B - Chemical Weapons and Conventional Munitions at Fort McClellan,
Alabama**

**Attachment C; Specific Arrangements for the Conduct of the General Training Scheme,
Module-2 Block C - Demilitarization and Destruction of Chemical Weapons Course at
Edgewood Area, Aberdeen Proving Ground, Maryland, and Pine Bluff Chemical
Activity, Pine Bluff, Arkansas**

**Attachment D; Specific Arrangements for the Conduct of the General Training Scheme,
Module-2 Block H - Inactivation, Conversion and Destruction of Chemical Weapons
Production Facilities Course at Pine Bluff Chemical Activity, Pine Bluff, Arkansas**

**Attachment E; Specific Arrangements for the Conduct of the General Training Scheme,
Module 3 - Inspection Team Training**