

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE ITALIAN REPUBLIC**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF BULGARIA**  
**ON**  
**DEFENCE COOPERATION**  
**REGARDING THE JOINT CONSTRUCTION AND OPERATION**  
**OF MILITARY FACILITIES**  
**ON THE TERRITORY OF KABILE MILITARY AREA**

## **Preamble**

The Government of the Italian Republic and the Government of the Republic of Bulgaria (hereinafter referred to collectively as “the Parties” and individually as a “Party”),

Recognizing that the Italian Republic and the Republic of Bulgaria are Allies who share democratic values, mutual interests and common commitments to work together to increase common security and defence,

Declaring that their bilateral relations are based on strong cooperation in security and defence policy and people-to-people links. Setting out their ambition to further enhance their strategic cooperation and bring new dynamics to their bilateral engagements,

Aware of the rights and obligations deriving from their membership to the North Atlantic Treaty Organization,

Reaffirming the NATO’s key purpose to ensure the collective defence of the Allies based on a 360-degree approach and the NATO’s core tasks of deterrence and defence, crisis prevention and management, and cooperative security,

Recognizing the need to enhance their common security, to strengthen the deterrence and defence on the Eastern Flank of NATO as well as the implementation of the Alliance’s regional Plans, to contribute to international peace and stability and to deepen the cooperation in the areas of security and defence,

Affirming that such cooperation is based on full respect for the sovereignty of each Party and the purposes and principles of the United Nations Charter,

Considering that the Italian Forces as the framework nation for the NATO Forward Land Forces (FLF) shall be present on the territory of the Republic of Bulgaria and that the purpose of such presence is in furtherance of the efforts of the Parties to promote peace and security as well as to strengthen the deterrence and defence on the Eastern flank of NATO,

Recognizing the application of the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, done in London on 19 June, 1951, (hereinafter, the NATO SOFA), including its provisions for separate arrangements supplementary to that Agreement,

Considering the provisions of the Memorandum of Understanding (MOU) between the Supreme Headquarters Allied Powers Europe and the Headquarters Supreme Allied Command Transformation and the Government of the Republic of Bulgaria, regarding the provision of Host Nation Support for the execution of NATO Operations and Exercises concluded on 20 July 2004 and 16 August 2004 hereinafter referred to as the “HNS MOU” and recognizing that the Ministry of Defence of the Italian Republic has acceded to the HNS MOU on 16 June 2015,

Recognizing the application of:

The Arrangement between the Ministry of Defence of the Italian Republic and the Ministry of Defence of the Republic of Bulgaria on military cooperation signed in Brussels on 16 February 2017;

The Technical Arrangement between the Ministry of Defence of the Italian Republic and the Ministry of Defence of the Republic of Bulgaria, concerning the NATO enhanced Vigilance Activity in Bulgaria and the provision of Host Nation Support and other responsibilities signed on 4 August 2022 and on 4 October 2022 hereinafter referred to as the eVA TA;

Have agreed as follows:

## **Article I Scope and Purpose**

1. This Agreement sets forth the framework for joint construction and operation of military facilities on the territory of Kabile Military Area.

## **Article II Definitions**

For the purposes of this Agreement, the following terms are hereunder defined:

1. "Italian Forces" means the Armed Forces of the Italian Republic.
2. "Bulgarian Forces" means the Armed Forces of the Republic of Bulgaria.
3. "Civilian Personnel" means the civilian employees of the Italian Armed Forces, the Bulgarian Armed Forces, the Ministry of Defence of the Italian Republic and the Ministry of Defence of the Republic of Bulgaria.
4. "Military Facility" means a structure or a place that is used and operated by or for Armed Forces that shelters military equipment and personnel, and enables training and operations.
5. For the terms not defined in this Article the definitions provided for in the NATO SOFA, HNS MoU and the eVA TA shall apply.
6. "Italian Forces contractors" and "Italian Forces contractor employees" mean non Bulgarian legal entities or individuals, and their employees who are not Bulgarian citizens or permanently resident on the territory of the Republic of Bulgaria, who are present on the territory of the Republic of Bulgaria to supply goods and services at Kabile Military Area to the Italian Forces under a contract or subcontract with or for the Italian Forces.
7. "Executive Agent" means the Ministry of Defence of the Italian Republic and the Ministry of Defence of the Republic of Bulgaria.

## **Article III Use of Kabile Military Area**

1. With full respect to the sovereignty and the laws of the Republic of Bulgaria, based on consultations and taking into account the views of both Parties, the Italian

military and civilian personnel, vehicles, and rotary wings operated by or for the Italian Forces shall use Kabile Military Area for the purposes of the activities that will be undertaken in the framework of the North Atlantic Treaty.

2. In making Kabile Military Area available, and in the use of its facilities, the Parties shall respect the operational and security concerns.

3. On Kabile Military Area the Italian Forces shall use two Military Facilities, one temporary Military Facility and one permanent Military Facility. Any other facilities constructed or developed by any other contributing Nation Party to the MN BG BGR in the FLF shall be based on a written agreement between the Bulgarian Party and the State involved.

4. Regarding the construction of the temporary Military Facility:

4.1 The Italian Forces shall be in charge of assembling and placing accommodation buildings, offices, facilities, amenities as well as of the related services and may undertake the necessary construction works for those purposes, including with members of the force.

4.2 For the purpose of 4.1. the Executive Agent of the Italian Party shall present and consult with the Executive Agent of the Bulgarian Party a design project of the temporary Military Facility which shall cover the Bulgarian and Italian standards and criteria. The final design project shall be approved by the respective Bulgarian authorities.

4.3 The Executive Agent of the Bulgarian Party shall be in charge of the preparation of the area and the technical infrastructure, necessary for the purposes of 4.1.

5. The Bulgarian Party shall provide without rental or similar costs to the Italian Forces all agreed facilities in Kabile Military Area, including facilities jointly used by the Bulgarian Forces and the Italian Forces. The Italian Forces shall cover all the necessary operations and maintenance expenses associated with their use.

6. Regarding the development of the project related to the construction of the permanent Military Facility:

6.1. All the new construction projects and the overhaul of the existing buildings and facilities, related costs and the execution works to make the permanent Military Facility fully operational are responsibility of the Host Nation.

6.2. All new construction projects and the overhaul of the existing buildings and facilities shall be compliant with Bulgarian and NATO standards and criteria. When the above-mentioned infrastructures are to be aimed at use or co-use of the Italian personnel/contingent, they shall also be compliant with the Italian criteria.

6.3. The Executive Agents of both Parties shall consult regarding such construction, alterations and improvements so as to ensure that they meet the requirements of the Italian Forces deemed necessary to carry out related tasks and are in accordance with the Bulgarian legislation.

7. When fully operational, the permanent Military Facility shall be handed over to the Italian Forces in safe and clear conditions.

7.1. Under the provision of 6.3 the Italian Forces may carry out construction works and/or services with their contractors or with members of the force, executing infrastructure works for their exclusive use or joint use with the Bulgarian Forces.

7.2. Where the agreed new projects or overhaul of the existing buildings and facilities are constructed or developed for exclusive use by the Italian Forces, such construction or development, and operations and maintenance costs (including the furniture) therefore, shall be the responsibility of the Italian Party.

7.3. Where the agreed new projects or overhaul of the existing buildings and facilities are constructed or developed for joint use, such construction or development and operations and maintenance costs therefore shall be shared by the Parties based on a proportionate use, as mutually agreed.

8. If the Italian Forces fully deploy to the permanent Military Facility, the Italian Forces shall return the temporary Military Facility to the Bulgarian Party as it is at the time of the transfer to the permanent Military Facility, except for the Italian Forces owned materials deemed to be of specific interest to the Italian Forces.

9. The expenses arising from the implementation of this Agreement shall be covered by the Parties according to their budget availability, and, as for the Italian Party, without any additional cost for the State budget.

10. When using the Kabile Military Area facilities under the terms of this Agreement, the Italian Forces shall fully respect the international obligations of the Republic of Bulgaria and the Bulgarian legislation.

11. The construction and exploitation of the facilities will be carried out in full compliance with the national legislation in the field of cultural heritage protection.

#### **Article IV Property Ownership**

1. All buildings, non-relocatable structures and assemblies connected to the soil at Kabile Military Area, including the ones altered or improved by the Italian Party shall remain the property of the Republic of Bulgaria. Permanent buildings constructed by the order and expenses covered by the Italian Party become the property of the Republic of Bulgaria, once constructed, but shall be used by the Italian Forces until no longer needed by the Italian Forces, but no later than the date of termination of this Agreement as defined in paragraph 4 of Article XII.

2. The Italian Forces shall return as the sole and unencumbered property of the Republic of Bulgaria any agreed facilities, or any portion thereof, including non-relocatable structures and assemblies constructed by the Italian Forces once no longer used by the Italian Forces in usable condition, provided the Italian Party shall incur

no expenses.

3. In case of termination, under paragraph 4 of Article XII the Parties shall define the terms of return of any facility or area, including possible compensation for the improvements or construction.

4. The Italian Forces shall retain title to all equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired on the territory of the Republic of Bulgaria in relation to this Agreement.

5. The details concerning the implementation of Article III and Article IV will be addressed in Implementing Arrangements to this Agreement.

#### **Article V Tax, Fee and Duty Relief**

1. The Italian Party including the Italian Forces will be exempt from taxes, import and export duties, state tolls, fees, and all similar charges (excluding costs for services actually rendered) in accordance with Article X and Article XI of the NATO SOFA and HNS MoU.

2. The tax relief procedures provided for by the eVA TA shall apply.

#### **Article VI Criminal and disciplinary jurisdiction**

1. The provisions with respect to criminal and disciplinary jurisdictions of Bulgaria and Italy are set out in Article VII of the NATO SOFA.

#### **Article VII Customs Procedures**

1. The Bulgarian Party shall take all appropriate measures to ensure the smooth and rapid clearance of imports and exports stemming from this Agreement.

2. Customs inspections under this Agreement will be carried out in accordance with mutually defined by the appropriate Bulgarian authorities and the Italian Forces procedures.

#### **Article VIII Logistic Support**

1. The Bulgarian Party adhering to its national requirements and available capabilities, shall provide to the Italian Forces on the territory of the Republic of Bulgaria logistic support listed in Annex „A“ to the eVA TA, upon the request of the Italian Forces to conduct activities under this Agreement.

2. As appropriate, such logistic support shall be provided and reimbursed in accordance with the HNS MOU.

3. The Italian Forces shall pay reasonable costs for logistic support requested and received. In this regard, the Bulgarian Party shall treat the Italian Forces no less favorably than the Bulgarian Forces are treated, including charging the Italian Forces rates no less favorable than those paid by the Bulgarian Forces for similar support less taxes, fees or similar charges.

4. Logistic support not provided for under the eVA TA shall be ensured through an Implementing Arrangement to this Agreement.

### **Article IX Utilities and Communication**

1. The Italian Forces may use water, electricity, and other public utilities under terms and conditions, including rates or charges, no less favorable than those available to the Bulgarian Forces, in similar circumstances, unless otherwise agreed. The Italian Forces' costs will be equal to their pro rata share of their use of such utilities.

2. The Italian Forces shall be allowed to operate their own telecommunication systems. The definition of "telecommunication" under the 1992 Constitution of the International Telecommunication Union shall apply. This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use, free of charge, all necessary frequencies allocated for use by the Bulgarian National Security and Defence in the Bulgarian National Frequency Plan, and other frequencies as mutually agreed. The Italian Forces, in the interest of avoiding mutually disruptive interference, as well as to assist the Republic of Bulgaria in fulfilling its international obligations, shall coordinate the use of frequencies with Communications and Information Systems (CIS) Directorate of the Ministry of Defence of the Republic of Bulgaria. The Italian Forces shall take into consideration the Bulgarian legislation and will consult with CIS Directorate of the Ministry of Defence of the Republic of Bulgaria on the operation of their own telecommunication systems.

### **Article X Applicable Law**

1. This Agreement shall be implemented in accordance with the Italian and Bulgarian legislations, as well as the applicable international law and the obligations arising from the membership of Italy and Bulgaria of the European Union

### **Article XI Implementation and Disputes**

1. In order to carry out the provisions of this Agreement the Parties may as appropriate enter into Implementing Arrangements or their respective competent

authorities may enter into Implementing Arrangements.

2. Any disputes regarding the interpretation or application of this Agreement shall be resolved amicably through direct consultations and negotiations between both Executive Agents and shall not be referred to any national or international court, tribunal or other similar body, or any third party for settlement.

## Article XII

### Entry into Force, Amendment and Duration

1. This Agreement shall enter into force on the date of the receipt of the last written notification sent by the Parties through diplomatic channels, on completion of their internal legal procedures necessary for its entry into force.



2. This Agreement shall remain in force for an indefinite period of time.

3. This Agreement may be amended by written agreement of the Parties. The amendments shall enter into force in accordance with paragraph 1 of this Article.

4. This Agreement may be terminated at any time by either Party by written notice to the other Party, sent through diplomatic channels. The termination enters into force one (1) year after the date of the receipt of such a written notice.

IN WITNESS THEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

Done at BEZNER on 23/12/2025 in two originals in English language, one for each Party.

For the Government of the Italian Republic 	For the Government of the Republic of Bulgaria 
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