

9th Plenary Meeting
PC Journal No. 9, Point 5(b)

DECISION No. 16

The Permanent Council decides to adopt the “Terms of Reference concerning the Regime for OSCE Inspection of the Implementation of the Agreement between the Governments of the Republic of Latvia and the Russian Federation on the Legal Status of the Skrunda Radar Station during its Temporary Operation and Dismantling” (Annex).

Terms of Reference concerning the Regime for OSCE Inspection of the
Implementation of the Agreement between the Governments of
the Republic of Latvia and the Russian Federation on the Legal Status of the
Skrunda Radar Station during its Temporary Operation and Dismantling

The Permanent Council,

Having considered

- the decision taken by the Permanent Committee (Journal No. 26, decision (b), Annex 1) to request the Chairman-in-Office to appoint an OSCE Representative and an alternate OSCE Representative to the Joint Commission to be established under Article 14 of the Agreement of 30 April 1994 between the Governments of the Republic of Latvia and the Russian Federation (hereunder called “the Parties”) on the Legal Status of the Skrunda Radar Station during its Temporary Operation and Dismantling (hereunder referred to as “the Agreement”);
- the request by the Parties, under Article 15 of the Agreement, to have periodic and extraordinary inspections carried out by the OSCE in order to monitor the implementation of the Agreement on the basis of a schedule to be approved by the Joint Commission;

Acting in conformity with the Budapest Summit Declaration on Baltic Issues with regard to OSCE assistance in the implementation of bilateral agreements,

Endorses the enclosed “Rules and Modalities for the Implementation of Inspections” (which shall be considered an integral part of this Decision) (Appendix);

Adopts the following terms of reference for the conduct of the OSCE inspections:

Procedure for appointing inspectors

1. At the request of the Chairman-in-Office, participating States shall submit to the OSCE Secretariat within 14 days names and curricula vitae of candidates having the relevant qualifications/experience for inclusion in the list of inspectors.
2. The list of proposed inspectors, consisting of no more than 30 persons, shall be updated annually by the Secretariat and submitted by the Chairman-in-Office to the Parties for review.
3. Both Parties shall review the list of inspectors and, within 30 days from the receipt of the list, shall notify the OSCE Secretariat of any individual whom they wish to be deleted from that list. After the expiration of this deadline, the inspectors whose deletion was not requested shall be included in the definitive list. The Parties shall not be entitled to any further changes or refusals concerning individual inspectors or the list as a whole, with the

exception of any inspector having committed a violation of the Agreement ascertained according to paragraph 7.

4. If more than five inspectors have been deleted from the approved list by the Parties or withdrawn by the nominating State, the Chairman-in-Office shall send a new request to participating States to nominate other candidates to the OSCE Secretariat for the vacancies. In such case the procedure set forth in paragraphs 1 to 3 of this Decision shall again apply.

5. Inspectors for each inspection shall be chosen by the Chairman-in-Office, who will also designate the team leader. Each team shall include at least one member of a previous inspection team.

Chain of command

6. Inspection teams shall be under the control and responsibility of the Chairman-in-Office and shall report to him.

7. If any inspector commits any violation, ascertained to be such by the OSCE Representative, he shall be excluded from further work with the inspection team. If the violation is committed by the team leader or by more than one inspector, the inspection shall be cancelled. In this case, the Chairman-in-Office shall inform the participating States through the Permanent Council and consult with the Parties as to whether the cancelled inspection should be counted against quotas stipulated in the Agreement and in this Decision.

Release of information

8. No information obtained during inspections shall be publicly disclosed without the express consent of both Parties to the Agreement.

9. The Chairman-in-Office shall be responsible for providing the information on the results of the inspections through the Permanent Council to all OSCE participating States.

Immunities, privileges and rights

10. To perform their duties effectively, inspectors, while exercising their functions, shall be accorded the privileges and immunities enjoyed by members of OSCE Missions in accordance with paragraph 15, Annex 1 of Decision 2 of the Fourth (Rome) Meeting of the Council (CSCE/4-C/Dec.2).

11. Throughout their presence on the territory of the facility the inspectors shall have the right to communicate with the Chairman-in-Office or representatives of the Chairman-in-Office and use appropriate telecommunication facilities provided by the Parties.

Financial aspects

12. The Secretary General is requested to submit to the Permanent Council a draft budget for the dispatch of periodic inspection teams and their interpreters covering their costs of official travel, board and lodging, use of telecommunications, interpretation and other services for the case in which the sending States request reimbursement.

13. All expenses relating to extraordinary inspections shall be borne by the Party that initiates the inspection.

RULES AND MODALITIES FOR THE IMPLEMENTATION OF INSPECTIONS

Tasks of the inspection teams

1. The task of the inspection teams shall be to establish:
 - 1.1 whether the facility performs exclusively the functions of radio location observation of outer space and whether it complies with Article 2.1 of the Agreement, stipulating that nothing in that Agreement shall be considered as according the facility the status of a military base. In this regard the inspections shall confirm that the nature and characteristics of the facility are consistent with the fulfilment of the above-mentioned functions;
 - 1.2 that any additional installation, replacement, change of equipment and components, or construction work performed on the facility since the previous inspection and its constituent parts is not resulting in the modernization of the facility, or changing the functions or technical parameters of the facility as stipulated in Article 2.4 of the Agreement;
 - 1.3 that, in accordance with Article 2.5 of the Agreement, during the temporary operation of the facility it is not impeded in its use of the radio frequencies and communication channels it has been allotted, and that the operation of the facility does not interfere with the broadcasting and television network of Latvia;
 - 1.4 that, in accordance with Article 12.1 and 12.2 of the Agreement, the guarding is adequate;
 - 1.5 that the Latvian Party is fulfilling its obligations under Article 13.1 of the Agreement regarding the transmission of energy and the water supply for the facility;
 - 1.6 that, in accordance with Article 16.5 of the Agreement, the dismantling of the unfinished radar station or its transformation into a civilian facility is not disturbing the operation of the functioning radar;
 - 1.7 that the provisions of Articles 7, 8, 9 and 10 of the Agreement, and in particular the rights of the members of the station personnel stipulated therein, are being complied with.
2. The inspection that is conducted three days after the end of the period of temporary operation of the facility shall in accordance with Article 15.6 of the Agreement establish that the operation of the radar facilities has been halted.

3. The inspection that is conducted on the day when the term of the Agreement expires shall in accordance with Article 15.6 of the Agreement establish that the dismantling has been accomplished and that the personnel have been withdrawn.

Schedule and modalities of inspections

4. In accordance with Article 15.3 of the Agreement not more than two periodic and two extraordinary inspections shall be carried out each year. In addition to the schedule for the annual periodic inspections, one inspection shall take place three days after the end of the period of temporary operation of the facility and one on the day when the term of the Agreement expires. Requests for inspections shall not be refused.

5. The number of inspectors in each inspection team shall not exceed three persons. The team may be accompanied by one interpreter, unless otherwise agreed with the Parties. He/she will be accorded privileges and immunities enjoyed by members of OSCE Missions in accordance with Decision 2 of the Fourth (Rome) Meeting of the Council (CSCE/4-C/Dec.2) and shall not be regarded as a member of the inspection team, nor shall he/she perform the function of an inspector.

6. The duration of any one inspection shall not exceed 72 hours from the moment the inspection team arrives at the facility.

7. The schedule for the periodic inspections for each year shall be approved by the Joint Commission. The OSCE representative(s) in the Joint Commission shall convey the relevant information to the Chairman-in-Office. The Chairman-in-Office shall designate the team members for the periodic inspection at least 30 days before the date of the inspection. The OSCE Secretariat shall inform the Parties of the composition of the inspection team and provide the relevant data on its members and interpreter(s) (full name, sex, nationality, date of birth, place of birth, passport number).

8. The Latvian Party shall notify the Chairman-in-Office of the necessity of an extraordinary inspection, requesting him or her to nominate the team members within the shortest time possible, which may not exceed 24 hours. The OSCE Secretariat, in co-operation with the Latvian Party, shall give the Russian Party and the Joint Commission no less than 48 hours' advance notice of the intended date and time of arrival of the team and its composition, including interpreter(s) (full name, sex, nationality, date of birth, place of birth, passport number).

9. If for any reason the inspection team is unable to conduct the inspection at the notified time both Parties and the Chairman-in-Office shall be informed without delay. In this case, the inspection shall be conducted within the shortest possible time, which may not exceed five days from the original date. The Parties shall be informed of the new dates. If an inspection is cancelled, it shall not be counted against quotas stipulated in the Agreement and in this Decision.

General rules for conducting inspections

10. Within 30 days from the adoption of the terms of reference for the conduct of OSCE inspections, the Russian Party shall submit to the Chairman-in-Office all relevant information on the nature and characteristics of the facility that will enable the inspectors to verify in conformity with paragraph 1.1 how the Agreement is implemented, such as the power and frequencies of transmission, number of personnel, number and types of armaments and ammunition present at the facility and the state of the guarding. An initial baseline inspection shall establish the accuracy of the data so that they may serve as the reference for the following inspections.

11. English, Latvian and Russian shall be the official languages for use in the inspections. Each of the Parties shall provide an interpreter.

12. Inspectors shall carry badges identifying them as inspectors. The inspection team may split into sub-teams. The inspection team and sub-teams shall be escorted by personnel of the facility. The vehicles and drivers of the inspection team shall remain in the area indicated by the Russian Party.

13. Inspectors shall have the right to take photographs, for the purpose of recording the exact technical status of the facility and the compliance of the latter with the relevant stipulations of the Agreement. Still cameras using 35 mm film and Polaroid cameras capable of producing instantly developed photographic prints shall be permitted. The inspection team shall advise the Latvian Representative and the Administrative Director of the facility whether it plans to take photographs.

14. The inspection team shall be permitted to bring in such documents as are needed to conduct the inspection, in particular its own maps and charts, lists and data. Inspectors shall be permitted to bring in and use binoculars, still cameras, dictaphones, tape measures, flashlights, magnetic compasses and laptop computers. The inspectors shall be permitted to use other equipment, including electric and electronic measuring instruments which are necessary to verify the basic technical parameters of the facility. Throughout the inspection period the Parties shall have the right to observe the use of the aforementioned permitted equipment by the inspectors, but shall not interfere with it.

15. Equipment that the inspection team intends to use during inspection may be subject to examination upon request by the Administrative Director or the Latvian Representative. Such examination, if conducted, shall take place before the inspection team enters the territory of the facility and shall not be counted against the 72 hours' time limit. If the examination has been requested the inspectors shall be permitted to use only examined equipment.

16. If the Administrative Director or the Latvian Representative determines that an item of equipment brought in by inspectors is capable of performing functions inconsistent with the inspection requirements of this Decision, they shall have the right to deny permission to use that item.

17. The inspectors shall have free access to all premises and areas on the territory of the facility with the exception, in accordance with the second paragraph of Article 15.2 of the Agreement, of the premises with a secrecy rating, access to which is limited, and which shall not be subject to inspections. Photography of these sensitive points shall be permitted only with the approval of the Administrative Director of the facility.

18. Inspectors shall have the right within the limits of paragraph 17 to take measurements in order to resolve ambiguities that may arise during inspections and to use Polaroid or still cameras to record the ambiguities. Such measurements and photographs taken during inspections shall be confirmed by a member of the inspection team and by the Latvian Representative and the Administrative Director of the facility immediately after they are taken. Such confirmed data and photographs shall be included in the inspection report.

19. The Latvian Representative and the Administrative Director of the facility shall assist the inspection team in carrying out its functions. The Latvian Representative and the Administrative Director of the facility, as well as the members of the Joint Commission, have the right to accompany the inspection team from the time it enters the territory of the facility until the time it departs that territory.

20. The Administrative Director shall inform the inspection team about ongoing activities at the facility and shall allow it to observe them. In discharging their functions, inspectors and interpreters shall not interfere directly with ongoing activities at the facility and shall refrain from unnecessarily hampering or delaying operations at the facility or from actions that might affect its safe operation.

Procedure for inspections

21. Upon their arrival at the territory of the facility the inspection team shall be given a pre-inspection briefing by the Latvian Representative and the Administrative Director of the facility, including the following elements:

- 21.1 safety and administrative procedures at the facility;
- 21.2 modalities of transportation and communication for inspectors at the facility;
- 21.3 changes since the previous inspection;
- 21.4 status of the radar;
- 21.5 numbers of personnel declared and present with explanation of discrepancies if any;
- 21.6 armaments, ammunition and vehicles declared and present with explanation of discrepancies if any;
- 21.7 premises with a secrecy rating.

22. The Administrative Director of the facility shall provide the inspection team with a diagram of the facility indicating the premises with a secrecy rating, access to which has been restricted under Article 15.2 and Appendix 3 of the Agreement.

23. After the conclusion of each inspection, the inspection team shall prepare as soon as possible a standard report, which shall include:

23.1 the names of inspectors;

23.2 the date and time of arrival of the inspection team at the facility;

23.3 the date and time of departure of the inspection team from the facility;

23.4 the specific obligations of the Parties that have been verified during the inspection and the compliance with these obligations as well as with data and parameters as set out in paragraph 10.

24. The inspection report shall be prepared in English and Russian, signed by the inspectors and countersigned by the Latvian Representative and the Administrative Director of the facility. The Latvian Representative and the Administrative Director of the facility shall be entitled to include in the report written comments regarding the inspection. The Latvian Representative, the Administrative Director of the facility, the members of the Joint Commission and the Chairman-in-Office shall be provided with a copy of the inspection report.

Other provisions

25. The Latvian Party shall provide visas and any other documents required to ensure the carrying out of inspection activities in accordance with the provisions of this Decision.

26. The Latvian and the Russian Parties shall provide passes, as required, to ensure that the inspection team and the interpreters may enter and remain on the territory of the facility for the purpose of carrying out inspections.

27. Throughout the period during which the inspection team and its interpreters remain on the territory of the facility, the Russian Party shall provide, or arrange for the provision of, work space, transportation and, as required, medical care or any other emergency assistance. The Latvian Party shall provide, or arrange for the provision of, transportation within Latvia up to the territory of the facility as well as appropriate meals and lodging.