

# FOIA MARKER

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**Folder Title:**

Chernomyrdin, [Viktor] / Ahtisaari, [Martti] / MTA [Military Technical Agreement] [1]

**Staff Office-Individual:**

Kosovo Office-Schulte, Gregory

**Original OA/ID Number:**

1709

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# Withdrawal/Redaction Sheet

## Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
001. letter	Philippe Guelluy, French Ambassador to NATO, to Javier Solana, Secretary General of NATO. [NATO] (1 page)	06/04/1999	P1/b(1)
002. letter	General Wesley Clark to Admiral Guido Venturoni. [NATO] (3 pages)	06/04/1999	P1/b(1)
003. email	Greg Schulte to Mona Sutphen. Subject: [Advice] (1 page)	06/05/1999	P1/b(1)
004. email	Greg Schulte to Mona Sutphen. Subject: FW: [Advice] [Near duplicate of 003] (1 page)	06/05/1999	P1/b(1)
005. transcript	[Telephone conversation transcript from Dictaphone Tape] (12 pages)	06/05/1999	P1/b(1)
006. memcon	Informal Memorandum of Conversation. 6/4 [Strobe Talbott]-[Martti] Ahtisaari, Plenary. (11 pages)	06/04/1999	P1/b(1)
007a. memo	To Senior Watch Officer from John Bass. Subject: Results of Trilateral Negotiations. [English version of Ahtisaari/Chernomyrdin discussions] (4 pages)	06/02/1999	P1/b(1)
007b. memo	To Senior Watch Officer from John Bass. Subject: Results of Trilateral Negotiations. [Russian version of Ahtisaari/Chernomyrdin discussions] (4 pages)	06/02/1999	P1/b(1)

### COLLECTION:

Clinton Presidential Records  
National Security Council  
Kosovo Office (Schulte, Gregory)  
OA/Box Number: 1709

### FOLDER TITLE:

Chernomyrdin, [Victor]/Ahtisaari, [Martti]/ MTA [Military Technical Agreement] [1]

2008-0994-F

vz6230

### RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]





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UPDATED VERSION OF MILITARY TECHNICAL AGREEMENT

Attached is the latest version of the Military Technical Agreement, incorporating proposed amendments by the NATO team (in bold) and points noted from the FRY side (in italics)

We would be grateful to know whether the proposals which we have made in bold will be acceptable together with any guidance on the points raised by FRY.

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MILITARY TECHNICAL AGREEMENT

Article I

General Obligations

1. The Government of the Federal Republic of Yugoslavia, as represented by VJ/MUP, agree to comply with the provisions of this Agreement and to the international security force (hereinafter "KFOR") which will ensure compliance with the provisions of this Agreement. The international security force which will have substantial NATO participation and NATO at the core, will have a united NATO chain of command under the political direction of the North Atlantic Council in consultation with non-NATO force contributors. All NATO countries, partners, and other countries will be able to contribute to this force. The relationship between the Russia's contribution and this force will be governed by relevant additional agreements. The State governmental authorities of the **FRY FEDERAL REPUBLIC OF YUGOSLAVIA AND THE REPUBLIC OF SERBIA** agree to facilitate the deployment and operations of this force and agree also to comply fully with all of the obligations of this Agreement.

2. For purposes of the agreement, the following expressions shall have the meanings as described below:

a. "The Parties" are those signatories to the Agreement.

b. "Authorities" means the appropriate responsible individual, agency, or organisation of the Parties.

c. "FRY Forces" includes all ~~FRY~~ OF THE FRY AND THE REPUBLIC OF SERBIA personnel and organisations with a military capability. This includes regular army and naval forces, armed civilian groups, associated paramilitary groups, air forces, national guards, border police, army reserves, military police, intelligence services, **FEDERAL AND SERBIAN** Ministry of Internal Affairs, local, special, riot and anti-terrorist police, and any other groups or individuals so designated by Commander KFOR (COMKFOR).

d. The Air Safety Zone (ASZ) is defined as a 25-kilometre zone that extends beyond the Kosovo province border into the rest of FRY territory. It includes the airspace above that 25 kilometre zone.

e. The Ground Safety Zone (GSZ) is defined as a ~~525~~-kilometre zone that extends beyond the Kosovo province border into the rest of FRY territory. It includes the terrain within that ~~525~~-kilometre zone.

f. Entry Into Force Day (EIF Day) is defined as the day this agreement is signed.

O.K.  
(Belgrade military point that Kosovo is part of Serbia. We allowed this at Rambouillet)

O.K. ✓

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3. The purposes of these obligations are as follows:

a. To establish a durable cessation of hostilities. Other than those FRY Forces provided for in this Agreement (after the completion of withdrawal), under no circumstances shall any ~~FRY~~ forces of the FRY AND THE REPUBLIC OF SERBIA enter into, reenter, or remain within the territory of Kosovo or the Ground Safety Zone (GSZ) and the Air Safety Zone (ASZ) described in paragraph 3. Article II without the prior express consent of the KFOR Commander (COMKFOR).

O.K.

b. To provide for the support and authorization of the KFOR and in particular to authorize the KFOR to take such actions as are required, including the use of necessary force, to ensure compliance with this Agreement and protection of the KFOR, and to contribute to a secure environment for the international civil implementation presence, and other international organizations, agencies, and non-governmental organisations

Article II

Cessation of Hostilities

1. The FRY Forces shall immediately, upon entry into force (EIF) of this Agreement, refrain from committing any hostile or provocative acts of any type against any person in Kosovo and will order armed forces to cease all such activities. They shall not encourage, organise or support hostile or provocative demonstrations.

2. Phased Withdrawal of "FRY Forces" (ground): The FRY agrees to a phased withdrawal of all "FRY Forces" from Kosovo to ELSEWHERE IN Serbia. "~~FRY Forces~~" will ~~mark and clear minefields, booby traps and obstacles.~~ As they withdraw, ~~Withdrawing~~ "FRY Forces" will clear all lines of communication, BY removing all MINES, demolitions, booby traps, obstacles and charges. **THEY** will ALSO mark ALL SIDES OF all minefields. ~~on all sides prior to withdrawal.~~ KFOR forces' entry into Kosovo will be synchronized to the extent possible with the phased withdrawal of "FRY Forces TO MINIMISE ANY SECURITY GAP". ~~Delays in KFOR's deployment will not delay the withdrawal of "FRY Forces."~~ *Comment: deletion requested by FRY to minimise probability of security vacuum, but we propose to retain this.* The phased withdrawal of "FRY Forces" from Kosovo will be in accordance with the sequence outlined below:

OK if OK w/ DOD

← best to retain

FRY original

a. By EIF +1 2 1 day, "FRY Forces" located in Zone 3 will have vacated, via designated routes, that Zone to demonstrate compliance (depicted on the map at Appendix A to the Agreement). Once verified NATO air strikes will be suspended.

b. By EIF +3 7 5 days, all "FRY Forces" in Kosovo will have vacated Zone 1 (depicted on the map at Appendix A to the Agreement). Establish liaison teams with COMKFOR in Pristina.

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c. By EIF +5 12 8 days, all "FRY Forces" in Kosovo will have vacated Zone 2 (depicted on map at Appendix A to this Agreement).

d. By EIF +7 15 11 days, all "FRY Forces" in Kosovo will have vacated Zone 3 (depicted on map at Appendix A to this Agreement).

e. By EIF +7 15 11 days, all "FRY Forces" in Kosovo shall have completed their withdrawal from Kosovo (depicted on map at Appendix A to this Agreement) to Serbia, and not within the 25 6 km GSZ. At the end of the sequence (EIF+7 15 11), the senior FRY Forces commanders responsible for the withdrawing forces shall confirm in writing to COMKFOR that the "FRY Forces" have complied and completed the phased withdrawal. COMKFOR MAY APPROVE SPECIFIC REQUESTS FOR EXCEPTIONS TO THE PHASED WITHDRAWAL.

f. ~~BY~~ THE authorities OF THE FRY AND THE REPUBLIC OF SERBIA will cooperate fully with KFOR in its verification of the withdrawal of forces from Kosovo and beyond the ASZ/GSZ.

3. Phased Withdrawal of Yugoslav Air and Air Defense Forces (YAADГ):

a. At EIF +4 2 day, no FRY aircraft, fixed wing and rotary, will fly in Kosovo airspace or over the ASZ without prior approval by COMKFOR. All air defense systems, radar, surface-to-air missile and aircraft of the Parties will refrain from acquisition, target tracking or otherwise illuminating KFOR air platforms operating in the Kosovo airspace or over the ASZ.

b. By EIF + 3 5 days, all aircraft, radars, surface-to-air missiles (including man-portable air defense systems (MANPADS) and anti-aircraft artillery in Kosovo will withdraw to other locations in Serbia outside the 25 kilometer ASZ/GSZ.

c. COMKFOR will control and co-ordinate use of airspace over Kosovo and the ASZ commencing at EIF. Violation of any of the provisions above, including COMKFOR's rules and procedures governing the airspace over Kosovo, as well as unauthorized flight or activation of FRY Integrated Air Defense (IADS) within the ASZ, are subject to military action by the KFOR, including the use of necessary force. ~~This Agreement supersedes the NATO Kosovo Verification Mission Agreement of October 22, 1998 on any matter or area in which they may contradict each other.~~ *Comment: FRY request deletion because unnecessary, grateful for legal advice whether this is acceptable. COMKFOR may delegate control of normal civilian air activities to appropriate FRY institutions to monitor operations, deconflict KFOR air traffic movements, and ensure smooth and safe operations of the air traffic system. It is envisioned that control of civil air traffic will be returned to FRY authorities as soon as practicable.*

Extends  
w/d to  
11 days

OK.

OK.

← FRY  
probably  
doesn't  
like reference  
to NATO.  
Probably OK

Article III

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Notifications

1. This Agreement and written orders requiring compliance will be immediately communicated to all of its "FRY Forces".
2. The Parties agree that the Yugoslav public is entitled to receive fair and factual information about KFOR missions and activities. The FRY agrees not to jeopardise the safety of KFOR troops by deliberate disinformation. Press credentials issued by KFOR will be recognised as valid accreditation by the Parties.
3. By EIF + 2 days, the State governmental authorities of the FRY AND THE REPUBLIC OF SERBIA shall furnish the following specific information regarding the status of all "FRY Forces":
  - a. Detailed records, positions and descriptions of all mines, unexploded ordnance, explosive devices, demolitions, obstacles, booby traps, wire entanglement, physical ~~of~~ OR military hazards to the safe movement of any personnel in Kosovo LAID BY "FRY FORCES", D.K.
  - b. Any further information of a military or security nature ABOUT "FRY FORCES" requested by the COMKFOR. D.K.

Article IV

Returning Serb Presence

The missions, numbers, equipment, location, and command relationships of "FRY Forces" allowed to return to Kosovo will need to be carefully defined. In accordance with the statement of agreed principles, the missions comprise presence at selected Serb patrimonial sites, presence at designated border crossing points, liaison teams to KFOR, and demining teams, ALL working under KFOR control. The exact number of personnel and locations will be determined by COMKFOR in consultation with FRY THE RELEVANT military authorities OF THE FRY AND THE REPUBLIC OF SERBIA within 90 days after EIF. D.K.

Article V

Operations and Authority of the KFOR

1. Consistent with the general obligations of Article I, the State governmental authorities of the FRY AND THE REPUBLIC OF SERBIA understand and agree that the KFOR will deploy and operate without hindrance within Kosovo and with the authority to take all necessary action to establish and maintain a secure environment for all citizens of Kosovo and otherwise carry out its mission. COMKFOR shall have the authority, without interference or permission, to do all that he judges necessary and proper, including the

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use of military force, to protect the KFOR, the international civil implementation presence, and to carry out the responsibilities inherent in this Military Technical Agreement and the Peace Settlement which it supports.

2. ~~The~~ NEITHER KFOR nor any of its personnel shall be liable for any damages to public or private property that they may cause in the course of duties related to the implementation of this Agreement or subject to the jurisdiction of ~~FRY~~ courts IN THE FEDERAL REPUBLIC OF YUGOSLAVIA AND THE REPUBLIC OF SERBIA in any respect. Parties agree to negotiate a SOFA at a later date.

3. KFOR shall have the right:

a. To monitor and ensure compliance with this Agreement and to respond promptly to any violations and restore compliance, using military force if required. This includes necessary actions to:

(1). Enforce withdrawals of "FRY Forces";

(2). Enforce compliance following the return of selected FRY AND SERBIAN personnel to Kosovo;

(3). Enforce restrictions on all returning FRY personnel activities and movement in Kosovo;

(4). To adapt the timelines of withdrawal when circumstances dictate.

b. To establish liaison arrangement with local Kosovo authorities, and with FRY/Serbian civil and military authorities;

c. To observe, monitor, and inspect any and all facilities or activities in Kosovo that the COMKFOR believes ~~has or may~~ have military or police capability, or ~~may~~ be ARE associated with the employment of military or police capabilities, or are otherwise relevant to compliance with this Agreement.

4. Notwithstanding any other provision of this Agreement, the Parties understand and agree that COMKFOR has the right and is authorized to compel the removal, withdrawal, or relocation of specific "Forces" and weapons, and to order the cessation of any activities whenever the COMKFOR determines a potential threat to either the KFOR or its mission, or to ~~another Party~~. "Forces" failing to redeploy, withdraw, relocate, or to cease threatening or potentially threatening activities following such a demand by the KFOR shall be subject to military action by the KFOR, including the use of necessary force, to ensure compliance, consistent with the terms set forth in Article 1, paragraph 3.

#### Article VI

#### Co-operation with International Organizations and Prisoner Release

6

FINAL VERSION

O.K.

O.K.

O.K.

O.K.

O.K.  
(There are no other Parties to the agreement.)

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1. The State governmental authorities of the FRY AND THE REPUBLIC OF SERBIA shall release and transfer, in accordance with international humanitarian standards, all persons held in connection with the conflict by EIF + 7 days to the ICRC. O.K.
2. To ensure compliance with FRY obligations to co-operate with all international entities involved in implementation or otherwise authorized by the UNSC, COMKFOR will have the authority to provide assistance to those entities.

**Article VII**

**Establishment of a Joint Implementation Commission (JIC)**

A JIC shall be established with the deployment of the KFOR to Kosovo as directed by COMKFOR.

**Article VIII**

**Final Authority to Interpret**

The COMKFOR is the final authority regarding interpretation of this Agreement and his determinations are binding on all Parties and persons.

**Article IX**

**Entry Into Force**

This Agreement shall enter into force upon signature.

Appendix:

- A. Phased Withdrawal of "FRY Forces" from Kosovo.

FOR ON BEHALF OF KFOR:

FOR ON BEHALF OF THE  
GOVERNMENT OF FRY-THE FEDERAL  
REPUBLIC OF YUGOSLAVIA AND THE  
REPUBLIC OF SERBIA O.K.



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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
001. letter	Philippe Guelluy, French Ambassador to NATO, to Javier Solana, Secretary General of NATO. [NATO] (1 page)	06/04/1999	P1/b(1)

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### RESTRICTION CODES

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- P1 National Security Classified Information [(a)(1) of the PRA]
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- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

#### Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
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- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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**MILITARY TECHNICAL AGREEMENT**

**Article I**

**General Obligations**

1. The Government of the Federal Republic of Yugoslavia, as represented by VJ/MUP, agree to comply with the provisions of this Agreement and to the international security force (hereinafter "KFOR") which will ensure compliance with the provisions of this Agreement. The international security force which will have substantial NATO participation and NATO at the core, will have a unified NATO chain of command under the political direction of the North Atlantic Council in consultation with non-NATO force contributors. All NATO countries, partners, and other countries will be able to contribute to this force. The relationship between the Russia's contribution and this force will be governed by relevant additional agreements. The State governmental authorities of the FRY agree to facilitate the deployment and operations of this force and agree also to comply fully with all of the obligations of this Agreement. *KFOR*

2. For purposes of the agreement, the following expressions shall have the meanings as described below:

a. "The Parties" are those signatories to the Agreement.

b. "Authorities" means the appropriate responsible individual, agency, or organisation of the Parties.

c. "FRY Forces" includes all FRY personnel and organisations with a military capability. This includes regular army and naval forces, armed civilian groups, associated paramilitary groups, air forces, national guards, border police, army reserves, military police, intelligence services, Ministry of Internal Affairs, local, special, riot and anti-terrorist police, and any other groups or individuals so designated by Commander KFOR (COMKFOR). *[Signature]*

d. The Air Safety Zone (ASZ) is defined as a 25-kilometre zone that extends beyond the Kosovo province border into the rest of FRY territory. It includes the airspace above that 25 kilometre zone.

e. The Ground Safety Zone (GSZ) is defined as a 25-kilometre zone that extends beyond the Kosovo province border into the rest of FRY territory. It includes the terrain within that 25-kilometre zone.

f. Entry Into Force Day (EIF Day) is defined as the day this agreement is signed.

3. The purposes of these obligations are as follows:

a. To establish a durable cessation of hostilities. Other than those FRY Forces provided for in this Agreement (after the completion of withdrawal), under no

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circumstances shall any armed Forces of the FRY enter into, reenter, or remain within the territory of Kosovo or the Ground Safety Zone (GSZ) and the Air Safety Zone (ASZ) described in paragraph 3, Article II without the prior express consent of the KFOR Commander (COMKFOR).

- encl.* b. To provide for the support and *operation* authorization of the KFOR and in particular to authorize the KFOR to take such actions as are required, including the use of necessary force, to ensure compliance with this Agreement and protection of the KFOR, and to contribute to a secure environment for the international civil implementation presence, and other international organizations, agencies, and non-governmental organisations.

**Article II****Cessation of Hostilities**

1. The FRY Forces shall immediately, upon entry into force (EIF) of this Agreement, refrain from committing any hostile or provocative acts of any type against any person in Kosovo and will order armed forces to cease all such activities. They shall not encourage, organise or support hostile or provocative demonstrations.

2. Phased Withdrawal of "FRY Forces" (ground): The FRY agrees to a phased withdrawal of all "FRY Forces" from Kosovo to Serbia. "FRY Forces" will mark and clear minefields, booby traps and obstacles. Withdrawing "FRY Forces" will clear all lines of communication, remove all demolitions, booby traps, obstacles, charges, and mark all minefields on all sides prior to withdrawal. KFOR forces' entry into Kosovo will be synchronized to the extent possible with the phased withdrawal of "FRY Forces." Delays in KFOR's deployment will not delay the withdrawal of "FRY Forces." The phased withdrawal of "FRY Forces" from Kosovo will be in accordance with the sequence outlined below:

a. By EIF +1 day, "FRY Forces" located in Zone 3 will have vacated, via designated routes, that Zone to demonstrate compliance (depicted on the map at Appendix A to the Agreement). Once verified NATO air strikes will be suspended.

b. By EIF +3 days, all "FRY Forces" in Kosovo will have vacated Zone 1 (depicted on the map at Appendix A to the Agreement). Establish liaison teams with COMKFOR in Pristina.

c. By EIF + 5 days, all "FRY Forces" in Kosovo will have vacated Zone 2 (depicted on map at Appendix A to this Agreement).

d. By EIF + 7 days, all "FRY Forces" in Kosovo will have vacated Zone 3 (depicted on map at Appendix A to this Agreement).

e. By EIF + 7 days, all "FRY Forces" in Kosovo shall have completed their withdrawal from Kosovo (depicted on map at Appendix A to this Agreement) to Serbia, and not within the 25 km GSZ. At the end of the sequence (EIF+7), the

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senior FRY Forces commanders responsible for the withdrawing forces shall confirm in writing to COMFOR that the "FRY Forces" have complied and completed the phased withdrawal.

f. FRY authorities will cooperate fully with KFOR in its verification of the withdrawal of forces from Kosovo and beyond the ASZ/GSZ.

3. Phased Withdrawal of Yugoslav Air and Air Defense Forces (YAADF):

a. At EIF + 1 day, no FRY aircraft, fixed wing and rotary, will fly in Kosovo airspace or over the ASZ without prior approval by COMKFOR. All air defence systems, radar, surface-to-air missile and aircraft of the Parties will refrain from acquisition, target tracking or otherwise illuminating KFOR air platforms operating in the Kosovo airspace or over the ASZ.

b. By EIF + 3 days, all aircraft, radars, surface-to-air missiles (including man-portable air defense systems (MANPADS) and anti-aircraft artillery in Kosovo will withdraw to other locations in Serbia outside the 25 kilometer ASZ/GSZ.

c. COMKFOR will control and co-ordinate use of airspace over Kosovo and the ASZ commencing at EIF. Violation of any of the provisions above, including COMKFOR's rules and procedures governing the airspace over Kosovo, as well as unauthorized flight or activation of FRY Integrated Air Defense (IADS) within the ASZ, are subject to military action by the KFOR, including the use of necessary force. This Agreement supersedes the NATO Kosovo Verification Mission Agreement of October 22, 1998 on any matter or area in which they may contradict each other. COMKFOR may delegate control of normal civilian air activities to appropriate FRY institutions to monitor operations, deconflict KFOR air traffic movements, and ensure smooth and safe operations of the air traffic system. It is envisioned that control of civil air traffic will be returned to FRY authorities as soon as practicable.

### Article III

#### Notifications

1. This Agreement and written orders requiring compliance will be immediately communicated to all of its "FRY Forces".

2. The Parties agree that the Yugoslav public is entitled to receive fair and factual information about KFOR missions and activities. The FRY agrees not to jeopardise the safety of KFOR troops by deliberate disinformation. Press credentials issued by KFOR will be recognised as valid accreditation by the Parties.

3. By EIF + 2 days, the State governmental authorities of the FRY shall furnish the following specific information regarding the status of all "FRY Forces":

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- a. Detailed records, positions and descriptions of all mines, unexploded ordnance, explosive devices, demolitions, obstacles, booby traps, wire entanglement, physical of military hazards to the safe movement of any personnel in Kosovo;
- b. Any further information of a military or security nature requested by the COMKFOR.

**Article IV**

**Returning Serb Presence**

The missions, numbers, equipment, location, and command relationships of "FRY Forces" allowed to return to Kosovo will need to be carefully defined. In accordance with the statement of agreed principles, the missions comprise presence at selected Serb patrimonial sites, presence at designated border crossing points, liaison teams to KFOR, and demining teams working under KFOR control. The exact number of personnel and locations will be determined by COMKFOR in consultation with FRY military authorities within 90 days after EIF.

**Article V**

**Operations and Authority of the KFOR**

1. Consistent with the general obligations of Article I, the State governmental authorities of the FRY understand and agree that the KFOR will deploy and operate without hindrance within Kosovo and with the authority to take all necessary action to establish and maintain a secure environment for all citizens of Kosovo and otherwise carry out its mission. COMKFOR shall have the authority, without interference or permission, to do all that he judges necessary and proper, including the use of military force, to protect the KFOR, the international civil implementation presence, and to carry out the responsibilities inherent in this Military Technical Agreement and the Peace Settlement which it supports.
2. The KFOR nor any of its personnel shall be liable for any damages to public or private property that they may cause in the course of duties related to the implementation of this Agreement or subject to the jurisdiction of FRY courts in any respect. Parties agree to negotiate a SOFA at a later date.
3. KFOR shall have the right:
  - a. To monitor and ensure compliance with this Agreement and to respond promptly to any violations and restore compliance, using military force if required. This includes necessary actions to:
    - (1). Enforce withdrawals of "FRY Forces";

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- (2). Enforce compliance following the return of selected FRY personnel to Kosovo;
  - (3). Enforce restrictions on all returning FRY personnel activities and movement in Kosovo;
  - (4). To adapt the timelines of withdrawal when circumstances dictate.
- b. To establish liaison arrangement with local Kosovo authorities, and with FRY/Serbian civil and military authorities;
  - c. To observe, monitor, and inspect any and all facilities or activities in Kosovo that the COMKFOR believes has or may have military or police capability, or may be associated with the employment of military or police capabilities, or are otherwise relevant to compliance with this Agreement.
4. Notwithstanding any other provision of this Agreement, the Parties understand and agree that COMKFOR has the right and is authorized to compel the removal, withdrawal, or relocation of specific "Forces" and weapons, and to order the cessation of any activities whenever the COMKFOR determines a potential threat to either the KFOR or its mission, or to another Party. "Forces" failing to redeploy, withdraw, relocate, or to cease threatening or potentially threatening activities following such a demand by the KFOR shall be subject to military action by the KFOR, including the use of necessary force, to ensure compliance, consistent with the terms set forth in Article I, paragraph 3.

**Article VI****Co-operation with International Organizations and Prisoner Release**

1. The State governmental authorities of the FRY shall release and transfer, in accordance with international humanitarian standards, all persons held in connection with the conflict by EIF + 7 days to the ICRC.
2. To ensure compliance with FRY obligations to co-operate with all international entities involved in implementation or otherwise authorised by the UNSC, COMKFOR will have the authority to provide assistance to those entities.

**Article VII****Establishment of a Joint Implementation Commission (JIC)**

A JIC shall be established with the deployment of the KFOR to Kosovo as directed by COMKFOR.

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**Article VIII**

**Final Authority to Interpret**

The COMKFOR is the final authority regarding interpretation of this Agreement and his determinations are binding on all Parties and persons.

**Article IX**

**Entry Into Force**

This Agreement shall enter into force upon signature.

Appendix:

- A. Phased Withdrawal of "FRY Forces" from Kosovo.

FOR KFOR:

FOR THE GOVERNMENT OF FRY:

\_\_\_\_\_  
LGEN MIKE JACKSON  
COMMANDER, KFOR

\_\_\_\_\_  
COL GEN SVETOZAR MARJANOVIC  
GENERAL STAFF OF VJ

\_\_\_\_\_  
COL GEN OBRAD STEVANOVIC  
MUP

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
002. letter	General Wesley Clark to Admiral Guido Venturoni. [NATO] (3 pages)	06/04/1999	P1/b(1)

### COLLECTION:

Clinton Presidential Records  
National Security Council  
Kosovo Office (Schulte, Gregory)  
OA/Box Number: 1709

### FOLDER TITLE:

Chernomyrdin, [Victor]/Ahtisaari, [Martti]/ MTA [Military Technical Agreement] [1]

2008-0994-F  
vz6230

### RESTRICTION CODES

#### Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
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C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

#### Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
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- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

# Withdrawal/Redaction Marker

## Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
003. email	Greg Schulte to Mona Sutphen. Subject: [Advice] (1 page)	06/05/1999	P1/b(1)

### COLLECTION:

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National Security Council  
Kosovo Office (Schulte, Gregory)  
OA/Box Number: 1709

### FOLDER TITLE:

Chernomyrdin, [Victor]/Ahtisaari, [Martti]/ MTA [Military Technical Agreement] [1]

2008-0994-F  
vz6230

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SENT BY UN EUSG NY

6-5-99 13:38 : E0SG

212-968-3511-

916092824245: 2/5

for circulation in SC doc



*As*

СТАЛНА МИСИЈА САВЕШНЕ РЕПУБЛИКЕ ЈУГОСЛАВИЈЕ ПРИ УЈЕДИЊЕНИМ НАЦИЈАМА

PERMANENT MISSION OF THE FEDERAL REPUBLIC OF YUGOSLAVIA TO THE UNITED NATIONS

384 7TH AVENUE, NEW YORK, N.Y. 10018 TEL.: (212) 870 8900 FAX: (212) 870 8705

N.: 567/99

*St. (Private - fax)  
FTA.*

*(Reig. post delivery  
minutes of Council  
meeting of 6-8)*

5 June 1999

*As*

Excellency,

I have the honour to forward, enclosed herewith, the letter of H.E. Mr. Zivadin Jovanovic, Federal Minister for Foreign Affairs of the Federal Republic of Yugoslavia, of 4 June 1999 relative to the acceptance by the Government of the Federal Republic of Yugoslavia and the Assembly of the Republic of Serbia of the Peace Plan presented by Messrs. Martti Ahtisaari and Viktor Chernomyrdin addressed to you.

I should be grateful if you would have the present letter and its annex circulated as a document of the Security Council.

Please accept, Excellency, the assurances of my highest consideration.

Vladislav Jovanovic  
Charge d'affaires a.i.

H. E. MR. KOFI ANNAN  
SECRETARY-GENERAL  
UNITED NATIONS  
NEW YORK

202-450-9150

Courtesy translation

Belgrade, 4 June 1999

Excellency,

I wish to inform you that the Government of the Federal Republic of Yugoslavia and the Assembly of the Republic of Serbia accepted on 3 June 1999 the Peace Plan (principles) presented by Martti Ahtisaari, President of the Finnish Republic, representing the European Union and the United Nations, and Viktor Chernomyrdin, personal envoy of Boris Yeltsin, President of the Russian Federation.

In doing so, the competent authorities of the Federal Republic of Yugoslavia and of the Republic of Serbia were guided by the goals of peace, putting an end to aggression, plight of the civilian population and the destruction of natural resources, guaranteeing the sovereignty and territorial integrity of the country, preventing terrorism and separatism and of creating conditions for a safe return of refugees and displaced persons, as well as for a political solution in the Serbian province of Kosovo and Metohija on the basis of broad autonomy and equality of all citizens and national minorities.

The Yugoslav constitutional authorities have been strongly motivated by the fact that the competence of the Security Council is being established by the acceptance of the Peace Plan, including the setting up of a United Nations mission in accordance with the Charter of the World Organization.

This decision is yet another confirmation of the lasting commitment of the Federal Republic of Yugoslavia towards peace, stability and resolution of all problems by political means.

I wish to express my conviction that this has created conditions and a need for regular contacts and

H.E. Mr. Kofi Annan  
Secretary-General  
United Nations  
New York

SENT BY: UN DUSU NY

; 6-5-99 ; 13:36 ; EOSG 212-963-3511-

918092824243:# 4/ 5

- 2 -

cooperation between the Government of the Federal Republic of Yugoslavia and the United Nations. The Federal Republic of Yugoslavia is fully open for this cooperation. The concretization of the principles in the just accepted Peace Plan calls, no doubt, for the participation of the Federal Republic of Yugoslavia in these activities as well, in view of the fact that the process of the implementation of the United Nations Security Council resolution will take place in a part of its sovereign territory. We expect that in that sense our representatives be enabled to present their views on the draft resolution, as well as that an appropriate agreement be concluded later on between the Government of the Federal Republic of Yugoslavia and the United Nations, i.e. you, distinguished Mr. Secretary-General.

I wish to re-iterate also on this occasion that the Federal Republic of Yugoslavia, as one of the founding members of the United Nations, remains fully committed to the principles and universal values of the world Organization.

Please accept, Excellency, the assurances of my high consideration.

Yours sincerely,

Zivadin Jovanovic  
(signed)

# Withdrawal/Redaction Marker

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
004. email	Greg Schulte to Mona Sutphen. Subject: FW: [Advice] [Near duplicate of 003] (1 page)	06/05/1999	P1/b(1)

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2008-0994-F

vz6230

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~~Confidential~~

2100, 6/5/99

Eric Edelman -

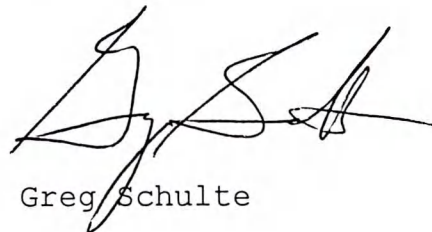
Strobe says that Ahtisaari very much wants to call Milosevic tomorrow morning. Strobe and Jim Steinberg have discussed this and agreed that you should encourage Ahtisaari to postpone his call until *after* Jackson has presented a revised and shortened Military-Technical Agreement.

You should explain to Ahtisaari what we have done:

- Added reference to his agreement at the very beginning.
- Deleted all references to NATO, per his suggestion.
- Changed COMKFOR to KFOR Commander per his suggestion.
- Eliminated much detail (old Articles III and IV) and moved the bulk of Article V into an appendix. (FYI: Holbrooke thought this would be easier for Milosevic to accept.)
- Accepted various requests from the military delegation, e.g. reduced Ground Safety Zone from 25 to 5 kilometers.

You should tell him that we think this is the minimum necessary to prevent a security vacuum and ask that he press Milosevic to accept it.

Thanks for your help and the transcript. Strobe has read it and I'm sending it to MKA and SRB.



Greg Schulte

Jim - I did not send the new MTA  
to Eric to give to Ahtisaari for fear  
it would be changed by SACFUR or  
COMKFOR.

2622  
322 ✓ 2622

# Withdrawal/Redaction Marker

## Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
005. transcript	[Telephone conversation transcript from Dictaphone Tape] (12 pages)	06/05/1999	P1/b(1)

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Bracketed on 5/31/99  
by LTC Fogelsong  
& SRB, MKA, Cohen

## *Milosevic's Alternatives*

### **Alternative Number One**

*Milosevic continues to insist on his conditions for a suspension of bombing and the air campaign continues.*

### **Alternative Number Two**

*Milosevic complies with the following conditions,*

- **Agrees to G-8 Principles (plus NATO at the core and "all"),**
- **Demonstrates a verifiable withdrawal of all forces on a precise and rapid timetable,**
- **Understands that unless he complies, the bombing resumes,**

*then the bombing will be suspended.*

# *Mission Concepts*

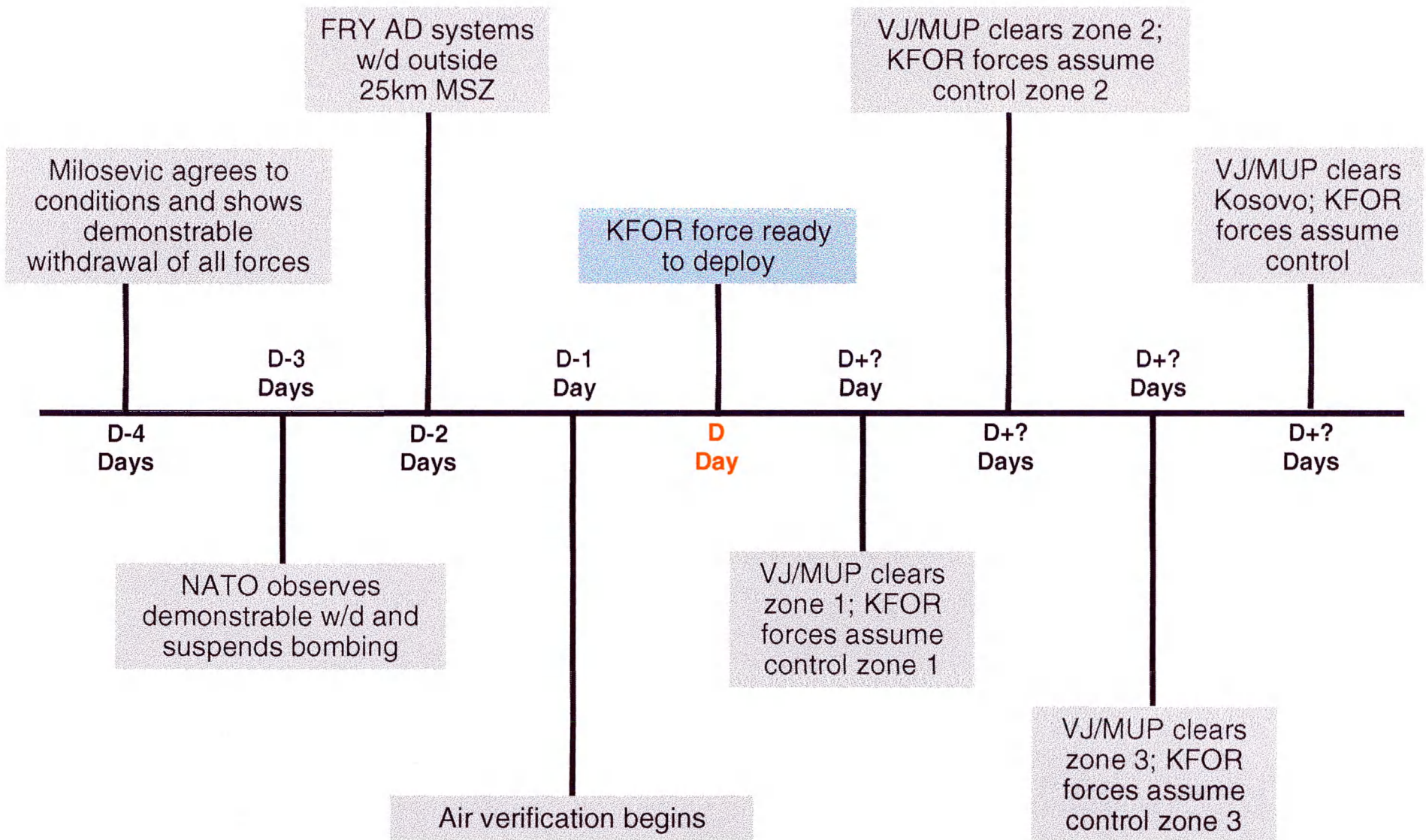
- **Unity of command is essential for efficient and effective military operations.**
- **Must ensure a safe and secure environment for refugees, IDPS, and residents of Kosovo.**
- **Force protection is a central element.**
- **Must avoid security vacuum as military, paramilitary and police forces withdraw.**
- **The KLA and all [other] [illegal] paramilitary forces must be demilitarized.**
- **Peacekeeping tasks must be clear and precise.**

# *Mission Tasks*

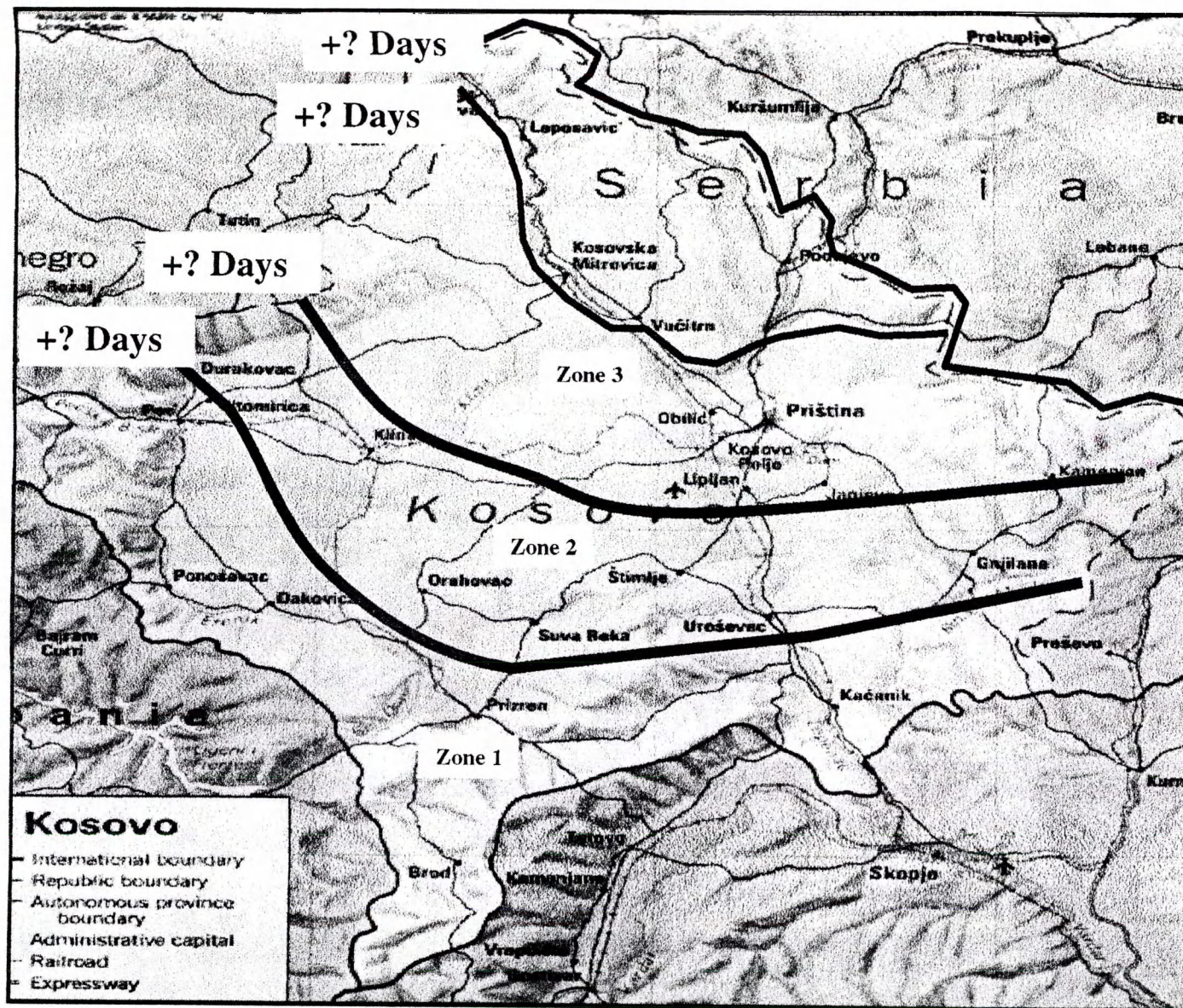
- **Rapidly deploy an international security force.**
- **Create safe and secure conditions for return of internally displaced persons, refugees, and residents of Kosovo.**
- **Must verify, and if necessary enforce, military, paramilitary, and police force withdrawal.**
- **Demilitarize the KLA to avoid retribution and return to violence.**
- **Monitor the borders to enhance security and stability.**
- **Establish then contribute to secure environment for civil implementation.**

Russians initially  
wanted "control"

# *Notional Kosovo Timeline*



# *Notional Withdrawal of Serb Forces from Koso*



# *KFOR Participants\**



Slovenia



Finland



Czech Republic



Spain



Belgium



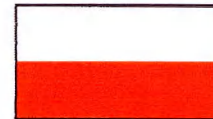
US



Germany



Lithuania



Poland



Portugal



Hungary



Romania



France



Italy



Norway



Sweden



Netherlands



Greece



United Kingdom



Canada



Turkey



Austria



Denmark



Bulgaria

**\*Contributions from Non-NATO Countries are Welcome**

# *KFOR Participants\**



Slovenia



Finland



Czech Republic



Spain



Belgium



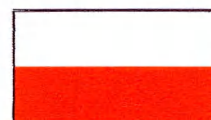
US



Germany



Lithuania



Poland



Portugal



Hungary



Romania



Russia



France



Italy



Norway



Sweden



Netherlands



Greece



United Kingdom



Canada



Turkey



Austria



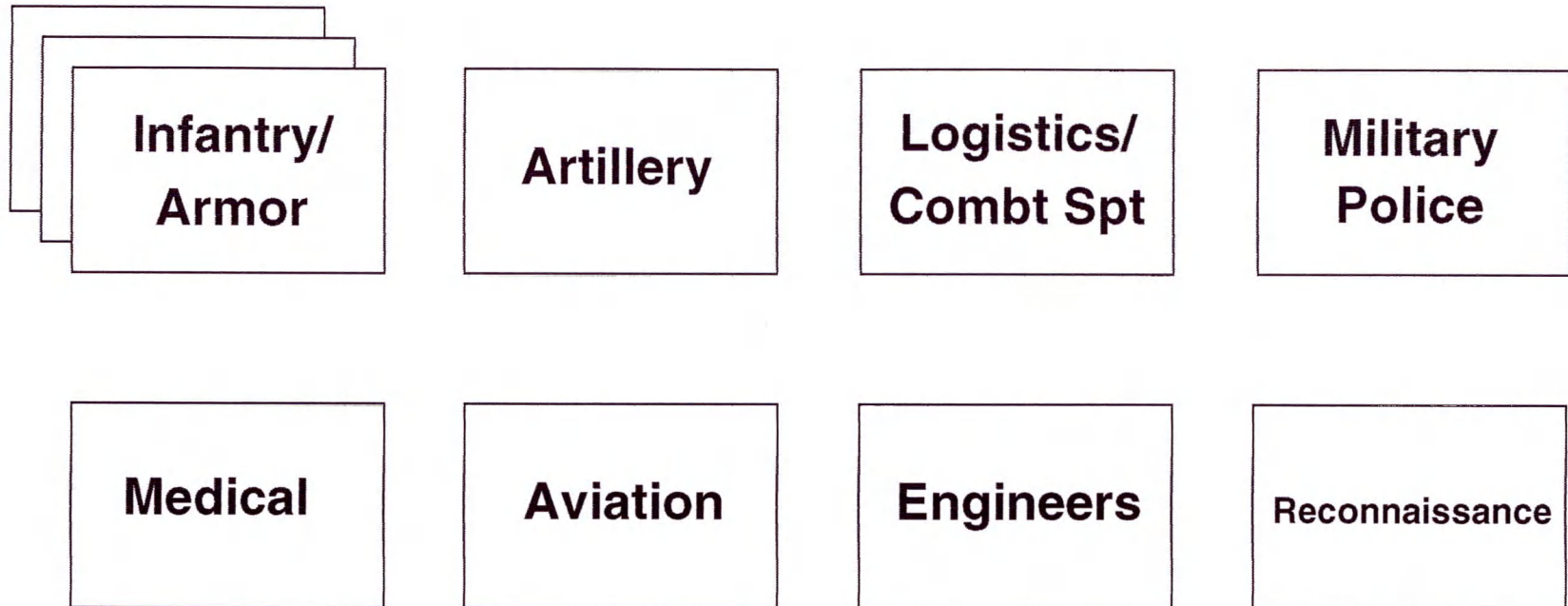
Denmark



Bulgaria

**\*Contributions from Non-NATO Countries are Welcome**

# *KFOR Composition - Notional Sector*



**(10,000 - 12,000)**

# *Notional Sectors*





# *Sector Composition and Control*

## US Position

- NATO has to be in each sector (no qualifiers)
- Sectors are based on operational effectiveness
- Sector commanders will be subordinate to KFOR Commander
- Sectors must not lead to actual or perceived partition

## Russian Position

- No aggressor NATO country in Kosovo
- Russia will occupy a northeast sector with a neutral partner
- Sector commanders will have significant autonomy
- Not necessary for NATO to be in every sector

Next level of detail - to be detailed  
by SHAPE / Russian MOD

# *Command Structure*

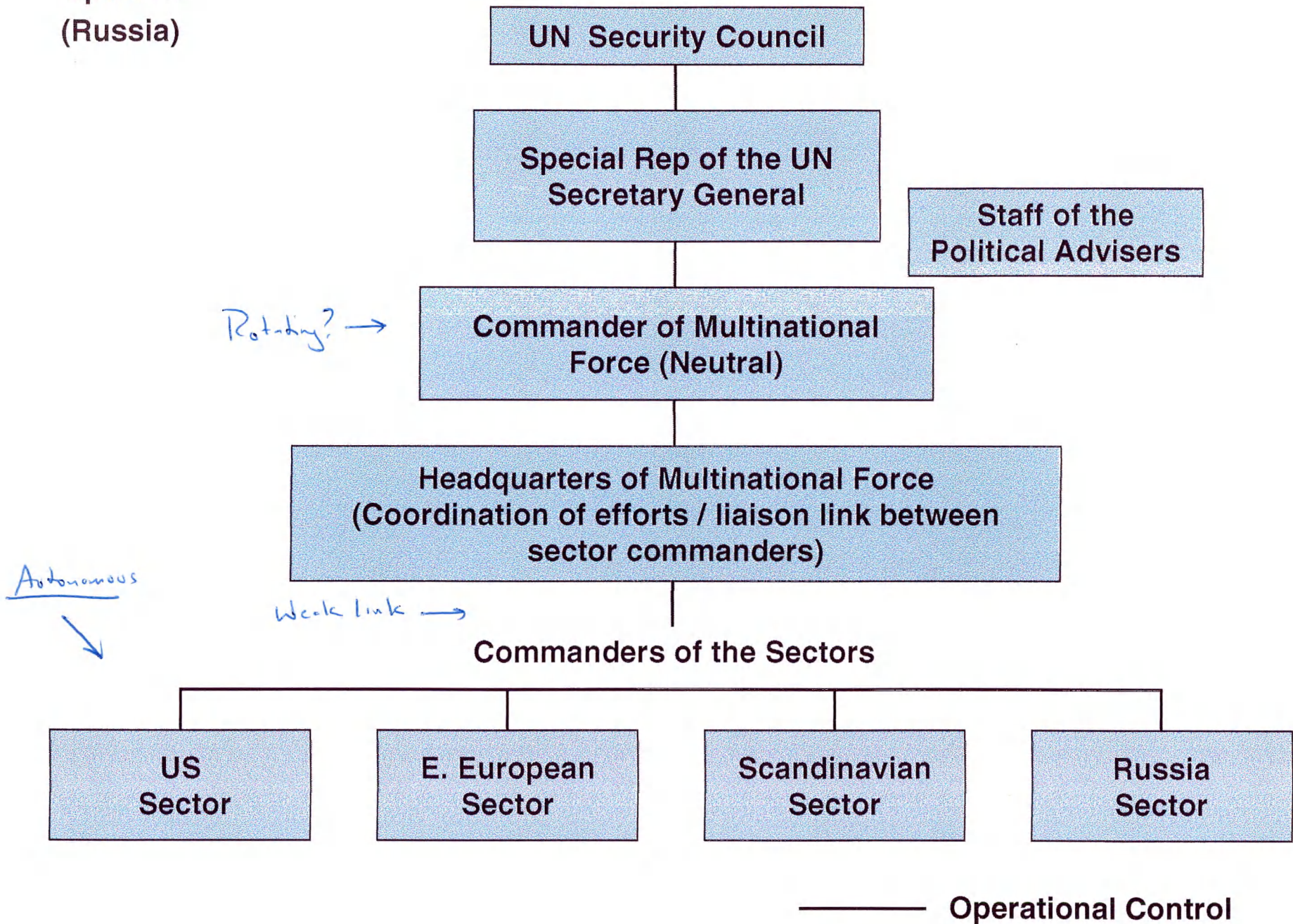
## *US Position*

- NATO has the authority to plan and operate
- NATO at the core (Command and Headquarters)
- NATO presence imbedded in every sector

## *Russian Position*

- UN has the authority to plan and operate
- Neutral commander with autonomy within sectors
- Russian sector with a neutral partner

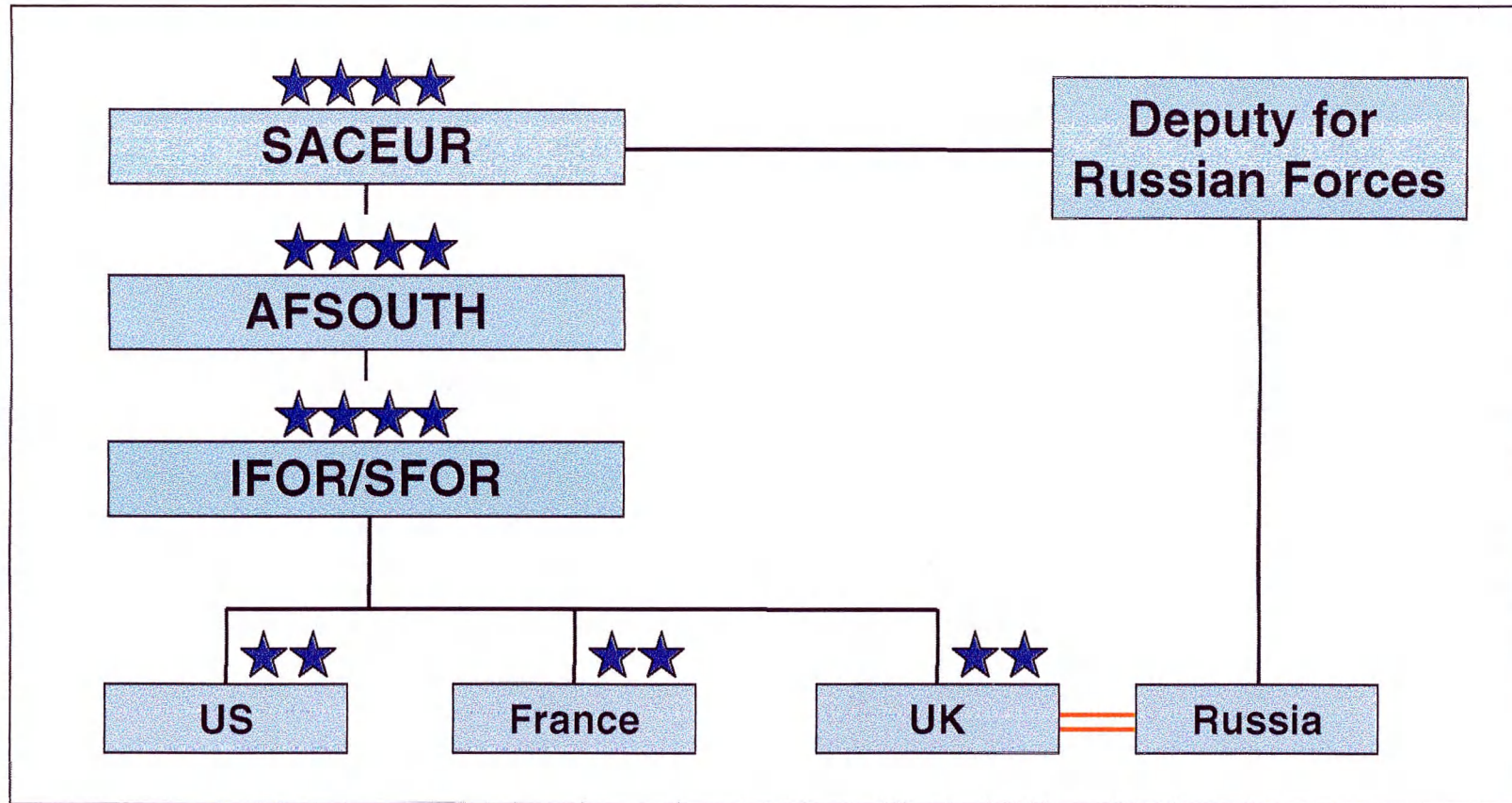
**Option 1  
(Russia)**



Option 2  
(US)

# Bosnia Model

*Rejected by  
Russians*



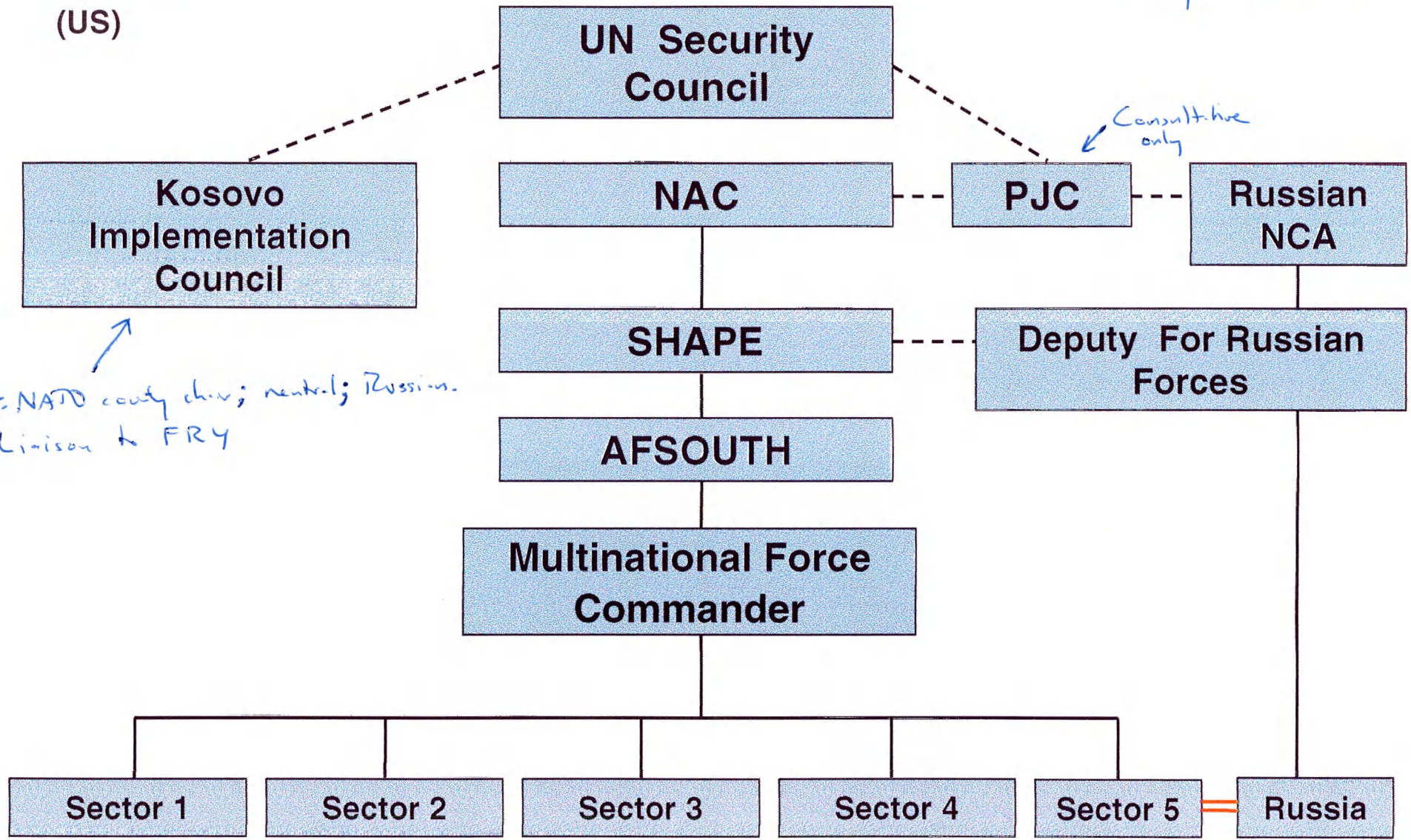
— Operational Control  
= Tactical Control

Option 3  
(US)

*Russian military  
ready to consider.*

*Consultative  
only*

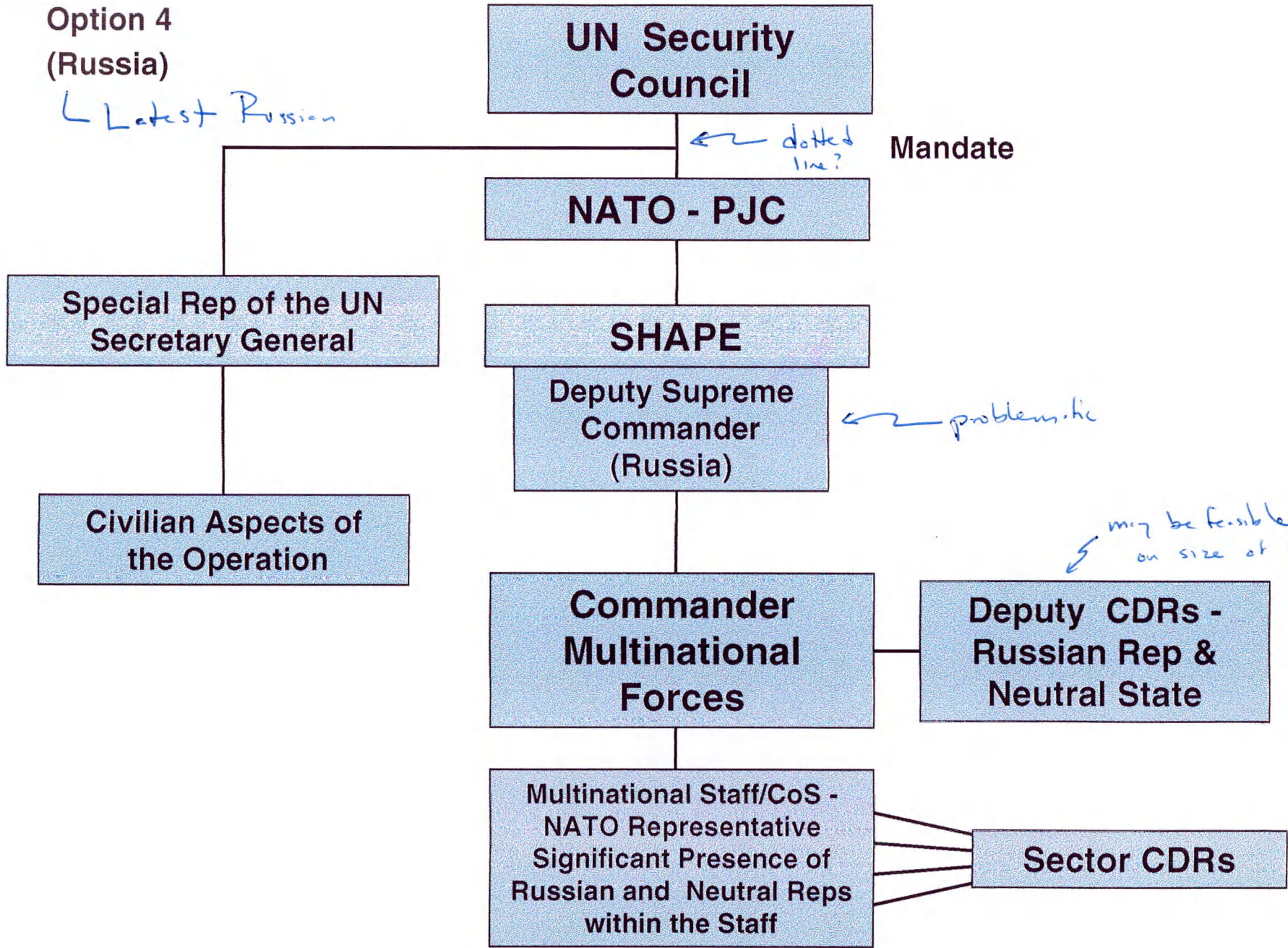
*Troika: NATO country chair; neutral; Russian.  
Liaison to FRY*



————— Operational Control  
 - - - - - Consultative/Liaison Relationship  
 = = = = = Tactical Control

Option 4  
(Russia)

*L Latest Russian*



Mandate

*dotted line?*

*problematic*

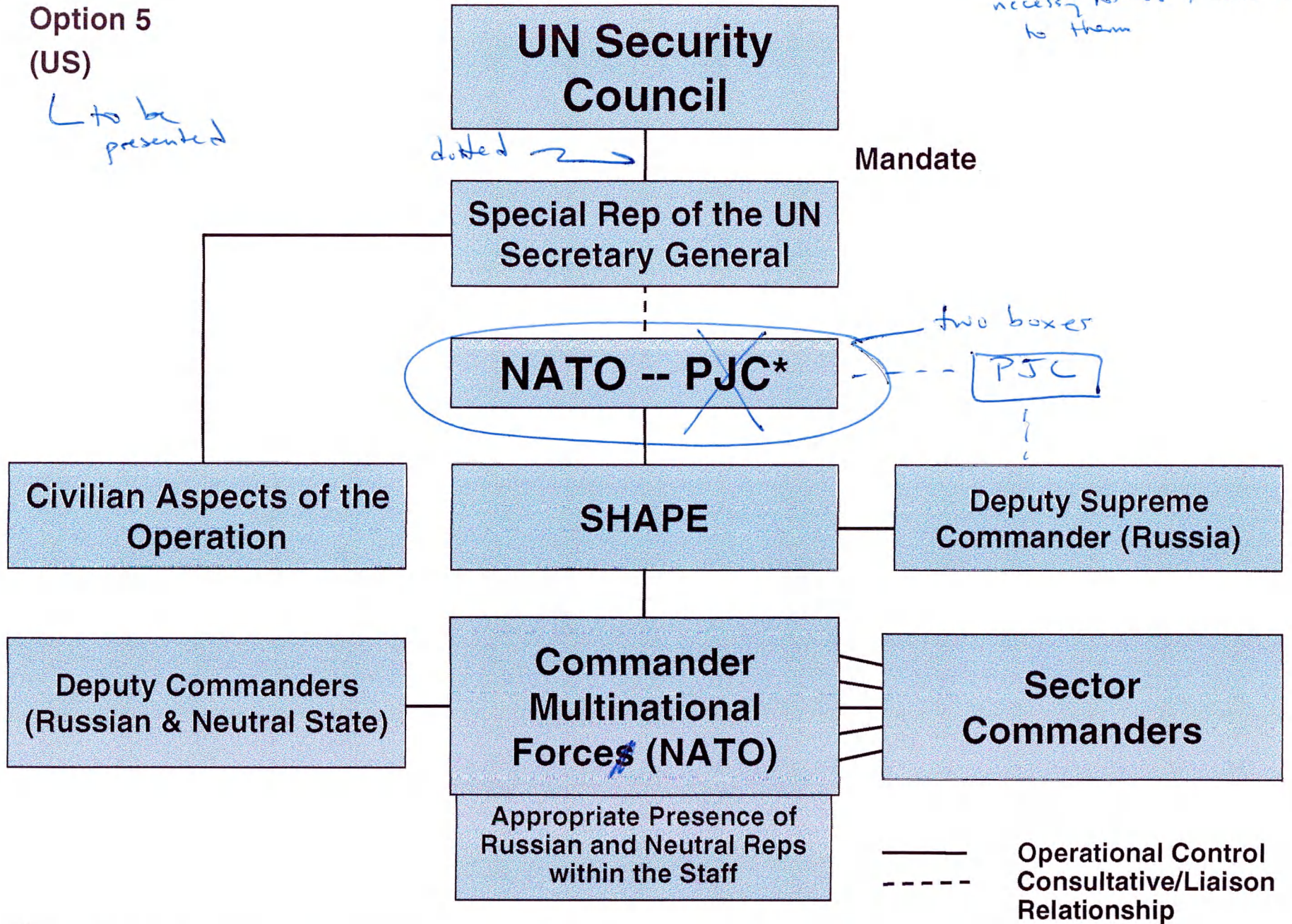
*may be feasible, depends on size of force contribution*

————— Operational Control

SRTB - Design criteria = necessary for us & attractive to them

Option 5  
(US)

↳ to be presented



\* "Principal Venue for Consultations"-- Political Control of NATO Forces Retained by NAC

## ***TOR for NATO / PJC***

- ***Review and consult*** on regular reports on military implementation to the UNSC.
- ***Consult*** on KFOR OPLAN prior to NAC approval.
- ***Review*** changes to KFOR mission and objectives; Russian approval required only for those aspects that directly affect Russian troops.
- ***Review and monitor*** progress toward accomplishing KFOR mission and objectives.
- ***Assess*** progress in implementing individual mission tasks.
- ***Solicit*** Russian views on areas for improved coordination and communication between civil mission and security force.
- ***Raise and provide*** Russian views on any issue related to the security aspects of Kosovo implementation and KFOR's mission.

## ***TOR for Deputy Commanders***

- **Full participation in situation-assessment and staff planning processes related to Russian participation.**
- **Full integration into KFOR decision-making on Russian forces.**
- **Provide advice and technical assessments regarding Russian forces.**
- **Russia has the right to voice disagreements without delaying orders.**
- **Russia may bring own small staff and translator.**
- **Authority to exercise operational/tactical command and control comes from SACEUR and Multinational Commander.**

## ***TOR for Russian Staff Officers***

- **Participate in situation-assessment and staff planning processes related to Russian participation.**
- **Integrate into KFOR decision-making mechanism on matters relating to Russian forces.**
- **Provide advice and technical assessments regarding Russian forces.**
- **Russia has the right to voice disagreements without delaying orders.**
- **Coordinate all logistics support for Russian forces.**
- **Access classified material pertinent to KFOR Operations.**

"Near simultaneous" ?

## *Security Vacuum / Returnees*

### US Position

- "All" principle applies, may permit small numbers to return
- Simultaneous deployment as FRY withdraws
- International security presence by KFOR (MPs/MSUs)
- Int'l police presence is interim solution as multiethnic police force is trained

### Russian Position

- Some special purpose forces remain behind
- Synchronized vs simultaneous replacement of FRY forces
- Security provided by KFOR and residual police
- Multiethnic police deployed as soon as possible

SRB: A red herring? Why insist that Serb forces leave an area before we deploy into it? Are we potentially creating a security gap to be filled by KLA?

SRB: Allow some MUP to remain in Serb areas? MKA: No. SRB: Okay.

# *Possible Returnees*

**Border Presence**

small contingent

**Liaison Teams**

small contingent

**De-mining Teams**

as necessary

**Site Presence (Patrimony Sites)**

small contingent

**Hundreds not Thousands**

# *Security Vacuum / Returnees*

## US Position

- “All” principle applies, may permit small numbers to return
- Simultaneous deployment as FRY withdraws
- International security presence by KFOR (MPs/MSUs)
- Int’l police presence is interim solution as multiethnic police force is trained

## Russian Position

- Some special purpose forces remain behind
- Synchronized vs simultaneous replacement of FRY forces
- Security provided by KFOR and residual police
- Multiethnic police deployed as soon as possible

**Deal Breaker Scenario -- Some FRY personnel can remain if:**

- Candidate list deposited with KFOR commander before bombing suspension
- Only in an unofficial capacity until each name vetted by KFOR Commander
- Returnees will remain under operational control of the KFOR Commander

WASHFAX RECEIPT  
DEPARTMENT OF STATE

4

S/S #

8

MESSAGE NO. 019666 CLASSIFICATION CONFIDENTIAL No. Pages XXX 14

FROM: Kristie A. Kenney S/S 647-5301 7224  
(Officer name) (Office symbol) (Extension) (Room number)

MESSAGE DESCRIPTION Informal MemCon of DepSec Talbott and President Ahtisaari  
on 6/4/99 in Helsinki

2 pages of cover sheets

TO: (Agency)	DELIVER TO:	Extension	Room No.
NSC	S. Berger		WHSITRM
NSC	J. Steinberg		WHSITRM
NSC	C. Pascual		WHSITRM
NSC	A. Blinken		WHSITRM
NSC	G. Shulte		WHSITRM
NSC	Glen Davies		WHSITRM

FOR: CLEARANCE  INFORMATION  PER REQUEST  COMMENT

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S/S Officer: Karl Hofmann  
Karl Hofmann

RSR

UNCLASSIFIED UPON REMOVAL  
OF CLASSIFIED ATTACHMENTS  
Initials: VL Date: 12/14/2023

2008-0944-F3

INFORMAL MEMCON OF DEPSEC TALBOTT AND PRESIDENT AHTISAARI  
ON 6/4/99 IN HELSINKI

**FOR YOUR INFORMATION:**

OVP	LEON FUERTH
NSC	GLYN DAVIES
NSC	S. BERGER
NSC	J. STEINBERG
NSC	C. PASCUAL
NSC	A. BLINKEN
NSC	G. SCHULTE
OSD	SECRETARY COHEN
OSD	W. SLOCOMBE
JCS	GEN. SHELTON
JCS	GEN. RALSTON
JCS	GEN. CASEY

# Withdrawal/Redaction Marker

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
006. memcon	Informal Memorandum of Conversation. 6/4 [Strobe Talbott]-[Martti] Ahtisaari, Plenary. (11 pages)	06/04/1999	P1/b(1)

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## Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
007a. memo	To Senior Watch Officer from John Bass. Subject: Results of Trilateral Negotiations. [English version of Ahtisaari/Chernomyrdin discussions] (4 pages)	06/02/1999	P1/b(1)

### COLLECTION:

Clinton Presidential Records  
National Security Council  
Kosovo Office (Schulte, Gregory)  
OA/Box Number: 1709

### FOLDER TITLE:

Chernomyrdin, [Victor]/Ahtisaari, [Martti]/ MTA [Military Technical Agreement] [1]

2008-0994-F  
vz6230

### RESTRICTION CODES

#### Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

#### Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
007b. memo	To Senior Watch Officer from John Bass. Subject: Results of Trilateral Negotiations. [Russian version of Ahtisaari/Chernomyrdin discussions] (4 pages)	06/02/1999	P1/b(1)

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