

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF FINLAND**

**AND**

**THE GOVERNMENT OF THE KINGDOM OF SWEDEN**

**CONCERNING THE PROVISION OF**

**HOST NATION SUPPORT FOR MILITARY ACTIVITIES**

## INTRODUCTION

The Government of the Republic of Finland and the Government of the Kingdom of Sweden, hereinafter referred to as the Participants:

*Having regard* to the Memorandum of Understanding between the Government of the Republic of Finland and the Government of the Kingdom of Sweden on Defence Cooperation, dated 9 July 2018;

*Having regard* to the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), dated 19 June 1951, and the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA) Participants;

*Having regard* to the General Security Agreement on the Mutual Protection and Exchange of Classified Information between Denmark, Finland, Iceland, Norway and Sweden, dated 7 May 2010 (GSA);

*Considering* that the defence cooperation between the Participants aims at strengthening the defence capabilities of the Participants, creating prerequisites for combined joint military action and operations in all situations, and that the defence cooperation covers peace, crisis and war;

*Considering* that the forces of one Participant may be sent and received, into the territory the other Participant;

*Bearing in mind* that the decisions to send and to receive forces will continue to be the subject of separate national decisions and arrangements between the Participants;

*In consideration of* the needs of the Participants' forces for Host Nation Support when deployed to each other's territory;

*Have reached* the following understanding:

## SECTION 1 DEFINITIONS

For the purposes of this MOU and its follow-on arrangements, the following definitions apply.

- a) Visiting Forces (VF): All components of a force of one Participant when deployed to or transiting through the territory of the other Participant. The term includes all military personnel, animals, material, and provisions, together with any civilian components of such forces as defined in the NATO/PfP SOFA. The term also includes all ships, aircraft, vehicles, stores, equipment, and ammunition, as well as all air, land and sealift movement resources.

- b) Host Nation (HN): The Participant which receives and hosts the VF on its territory during mutually decided military activities.
- c) Sending Nation (SN): The nation deploying VF to the territory of the HN.
- d) Host Nation Support (HNS): The civil and military assistance, such as material and services, rendered by the HN to VF for the purpose of a military activity.
- e) Military activity: Any military activity agreed by the Participants, taking place on the territory of one of the Participant and involving VF, including but not limited to training, exercises and operations.
- f) Force Protection (FP): All measures taken and means used to minimise the vulnerability of personnel, facilities, equipment, and activities to any threat and in all situations, to preserve freedom of action and the operational effectiveness of the force.

## **SECTION 2 PURPOSE AND SCOPE**

1. The purpose of this MOU is to facilitate the conduct of mutually agreed military activities, primarily by identifying the responsibilities and general principles concerning the provision of HNS during military activities.
2. The provisions of this MOU apply in peace, crisis and war.
3. This MOU provides the overarching arrangement and structure for HNS. Detailed procedures and general support requirements will be covered in follow-on documents to this MOU agreed between the Participants. Any follow-on document will be subordinate to this MOU and therefore the content of each follow-on document will be interpreted in a manner consistent with this MOU. The MoU, together with its follow-on documents, will serve as the basis for planning and provision of HNS.
4. This MOU is not intended to supersede national law or international obligations by which the Participants are bound. The Participants will notify each other in case of any conflict arising from this MOU.

## **SECTION 3 PROVISION OF HOST NATION SUPPORT**

### **Host Nation responsibilities**

1. The HN will provide HNS to the VF within its fullest capacity, subject to availability and within the practical limitations of the circumstances at the time. Details on the extent of HNS provided will be agreed in follow-on documents. The HN will, as soon as possible, notify the SN of any changes of its ability to provide HNS.

2. In order to provide agreed HNS, the HN will make the necessary arrangements with appropriate sources of support, including commercial sources.
3. The standard of goods and services supplied by the HN will be in accordance with details set out in the follow-on documents.
4. The HN will provide, in advance of any military activities, a price list containing estimates of costs for HNS provided by the HN authorities.
5. The HN will keep the administrative and financial records necessary to establish reimbursement to the HN for HNS provided to the VF.
6. To the extent possible and appropriate, the HN will advise and assist the SN concerning SN procurement of goods and services not included in the HNS provided by the HN.
7. The HN will inform and advise the SN on HN laws and regulations applicable during the military activity, including as concerns health, safety, environmental, agricultural matters, and the storage, transport and disposal of dangerous goods and hazardous materials.
8. The HN's Armed Forces will have the primary responsibility for providing and coordinating the HNS to the VF, with the support of other authorities concerned.

### **Sending Nation responsibilities**

1. The SN will
  - a. identify and submit its HNS requirements to the HN by written request;
  - b. provide other necessary information for the provision of HNS to the HN;
  - c. identify during the execution of the military activity new or changing HNS requirements and communicate them to the HN;
  - d. in accordance with NATO/PfP SOFA, respect the law of the HN, including HN health, safety, environmental and agricultural regulations and HN regulations for the storage, transport, and disposal of dangerous goods and hazardous materials;
  - e. reimburse the HN for all mutually approved supplies and services rendered by the HN, as provided for in section 4.
2. The SN may contract directly with commercial suppliers for material and services. In such case, the SN is solely responsible for the performance of such contract.

## **SECTION 4 FINANCIAL ARRANGEMENTS**

1. The SN will reimburse the HN for the cost of HNS including material and services provided by the HN to the VF, except to the extent it is decided between the Participants that material and services will be provided at no cost or as a loan.
2. Reimbursement will not be paid for assistance performed by military personnel of the HN.
3. Charges for civil and military material and services provided by the HN will not be levied at a higher rate than the HN Armed Forces is charged and will not include administrative or overhead surcharges, but may reflect adjustments due to delivery schedules, points of delivery, or similar considerations.
4. When reimbursement applies, the HN will submit invoices to the SN with details as decided by the Participants in follow-on documents. The Participants will decide on the method of reimbursement for material and services supplied by the HN in follow-on documents. Such method could be reimbursement in currency, replacement in kind or equal value exchange.
5. When replacement in kind applies, the SN will transfer material and services that are identical or substantially similar to those provided by the HN and which are satisfactory to the HN. Specific details of this condition will be decided in follow-on documents to this MOU.
6. When reimbursement by equal value exchange applies, the SN will transfer material and services of an equal monetary value to those provided by the HN. Specific details of this condition will be decided in follow-on documents to this MOU.
7. Any items loaned to the VF will be used with care and returned to the appropriate HN authority prior to departure in the same condition in which they were received, except for wear and tear encountered during normal use. The SN will reimburse the HN for any loss of lent items and for damage to lent items beyond wear and tear encountered during normal use.
8. Where certain expenses are determined to be attributable to both Participants, such expenses may be identified as shared costs and may, by the mutual decision of the Participants, be shared in accordance with a cost share formula approved in follow-on documents to this MOU.

## **SECTION 5 STATUS OF FORCES**

The NATO/PfP SOFA, with regard to reservations and declarations made to the agreement by either of the Participants, will apply to the status of the VF unless otherwise decided in this MoU or by other arrangement or agreement between the Participants.

**SECTION 6**  
**ENTRY PROCEDURES, BORDER CROSSING AND MOVEMENT**

1. The HN has the ultimate authority to approve, coordinate and control the entry procedures, all border crossings and movements in its territory related to a Military activity.
2. The HN will enable the VF to enter and exit its territory in an easy and speedy manner and facilitate the VF's movements in its territory. This will include the elimination, to the maximum extent possible, of customs procedures and required documentation and permits for VF personnel and equipment – including as concerns for example hazardous materials, explosives, weapons and ammunition – when entering and staying in the HN. The HN will inform and assist the SN as concerns necessary customs procedures, required documentation and permits.
3. In accordance with paragraph 2 of Article III of the NATO/PfP SOFA and national law the HN will accept as appropriate documents for border crossing and identification by members of the VF a combination of an identity card issued by the SN and a collective or individual movement order. The SN will ensure that the members of the VF are issued such documentation and can present them at all times.
4. The Participants will plan and make the necessary arrangements for the coordination and execution of reception, staging, onward movement and departure of the VF.

**SECTION 7**  
**DESIGNATED PREMISES, PRE-STORING OF EQUIPMENT AND CROSS-USAGE**

1. The HN will be responsible for providing the VF with necessary premises for the purpose of a Military activity. It is established that designated premises, including any construction and development performed on them by the SN, will remain the property of the HN, unless otherwise agreed.
2. Subject to separate decisions by the HN, the SN will be allowed to pre-store equipment and other types of material in the HN for use during a Military activity. Such equipment and material will remain the property of the SN at all times. The SN will, in advance, notify the HN regarding the types, quantities and delivery schedule of such equipment and material that the SN intends to pre-store. The conditions for pre-storing will be established in follow-on documents.
3. The Participants will endeavour to establish preconditions, for the cross-usage of equipment and other types of material, including as concerns any applicable limitations due to end-user certificates.

## **SECTION 8 ENVIRONMENTAL PROTECTION**

1. The SN, in cooperation with the HN, will take necessary and feasible precautionary measures for environmental protection and for the prevention of the spread of animal and plant diseases in the HN during Military activities.
2. The Participants will develop follow-on documents on environmental protection.

## **SECTION 9 COMMAND AND CONTROL**

Command and control arrangements will be determined between the Participants as appropriate for the Military activity concerned.

## **SECTION 10 FORCE PROTECTION**

1. FP will be planned for all military activities.
2. The HN will have the primary responsibility for providing FP to the SN.
3. The focus of FP measures will be preventive security measures for the safety of the VF and equipment.
4. FP will be implemented in accordance with HN law and international law.
5. The SN is responsible for identifying and providing its FP requirements and limitations to the HN.
6. The HN will inform the SN of its proposed FP measures, limitations and restrictions.
7. The HN will establish the legal and practical prerequisites for the VF of the SN to be able to provide FP measures in the HN, as deemed necessary by the Participants and in coordination with the relevant authorities of the HN.

## **SECTION 11 INVESTIGATION OF ACCIDENTS**

1. The HN has the right to investigate, by either military or civil authorities, all accidents or incidents involving aircraft or missiles, which occur on, or above its territory, or on its ships.

2. Safety investigation and reporting of aircraft accidents or incidents will be run in accordance with applicable international agreements and national law.
3. Investigation of accidents or incidents involving military vessels or land vehicles will be run in accordance with applicable international agreements, and national law.
4. Insofar as permitted under national law, in case of accidents or incidents in the territory of the HN involving the SN, experts of the SN will be allowed to attend the investigation team established by the HN as observers, advisers or experts.

## **SECTION 12 MEDICAL**

1. In accordance with paragraph 5 of Article IX of the NATO/PfP SOFA, members of VF may, if the place where it is stationed has inadequate medical or dental facilities, receive medical and dental care, including hospitalisation, under the same conditions as comparable personnel of the HN. SN is responsible for the cost of any civilian medical or dental service rendered by the HN, unless otherwise decided between the Participants.
2. The Participants will strive for the VF healthcare personnel to have the right to provide medical and dental care in the HN in connection with Military activities.
3. The VF will inform the HN in the case of an outbreak of a communicable disease among the VF.
4. The Participants will cooperate in matters concerning force health protection, medical care, including medical evacuation system (MEDEVAC), and Strategic Evacuation (STRATEVAC), and veterinary care. Details in this regard will be provided for in follow-on documents.

## **SECTION 13 COMMUNICATIONS SYSTEMS**

1. The VF will be allowed to use its own static and deployable military communications equipment in the HN, in accordance with HN national law.
2. The HN will, to the maximum extent possible, make Radio Frequency Spectrum (RFS) necessary for the military activity available free of cost to the VF.
3. The VF's use of RFS will be coordinated by the Armed Forces of the HN with the competent HN authorities in advance.
4. The VF's use and coordination of the use of communications system on armed forces level will be defined in follow-on documents.



## **SECTION 14 CLAIMS**

1. Non-contractual claims arising out of, or in connection with a military activity, and covered by article VIII of the NATO/PfP SOFA will be dealt with in accordance with the provisions therein.
2. Contract claims arising out of, or in connection with, a military activity will be dealt with in accordance with applicable national and international public and private law.

## **SECTION 15 SECURITY OF CLASSIFIED INFORMATION**

The General Security Agreement on the Mutual Protection and Exchange of Classified Information between Denmark, Finland, Iceland, Norway and Sweden, dated 7th May 2010 (GSA) applies to classified information provided or generated under this MoU or its follow-on documents.

## **SECTION 16 DISPUTES**

Any dispute concerning the interpretation or application of this MoU or its follow-on documents will be resolved by negotiations between the Participants at the lowest level possible, and will not be referred to any national or international tribunal or third party for settlement.

## **SECTION 17 FINAL PROVISIONS**

1. This MoU may be amended or modified at any time. Any amendment to this MoU will be made in writing by mutual consent by the Participants.
2. This MoU may be terminated at any time by mutual written consent of the Participants.
3. Any of the Participants may withdraw from this MoU within 12 months by written notice.
4. In the event that this MoU is terminated, or a Participant makes a formal notification of its withdrawal from the MoU, the provisions of this MoU will continue to apply until any outstanding matters relating to this MoU have been resolved.
5. This MoU is not eligible for registration under Article 102 of the Charter of the United Nations.
6. This MoU will enter into effect on the date of the last signature.

Done in duplicate at ..... on the ..... of ..... 2022 in the English language.

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For the Government of  
the Republic of Finland

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For the Government of  
the Kingdom of Sweden