

TECHNICAL ARRANGEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF FINLAND

AND

SUPREME HEADQUARTERS ALLIED POWERS EUROPE (SHAPE)

REGARDING

THE PROVISION OF HOST NATION SUPPORT

FOR THE EXECUTION OF NATO

OPERATIONS/EXERCISES/SIMILAR MILITARY

ACTIVITY

1

INTRODUCTION

The Government of the Republic of Finland, represented by the Ministry of Defence and the Supreme Headquarters Allied Powers Europe (SHAPE), hereinafter referred to as the Participants,

HAVING REGARD to the provisions of the North Atlantic Treaty dated 4 April 1949 and in particular Article 3 thereof;

HAVING REGARD to the Partnership for Peace Framework Document Issued by the Heads of State and Government Participating in the Meeting of the North Atlantic Council (Framework Document), dated 10 January 1994;

HAVING REGARD to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), dated 19th June 1951, the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol), dated 28 August 1952, 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), dated 19 June 1995, the Additional Protocol to 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 (Additional Protocol to the PfP SOFA), dated 19 June 1995, and including the Further Additional Protocol to 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 (Further Additional Protocol to the PfP SOFA), dated 19 December 1997;

HAVING REGARD to the provisions of the Security Agreement between Finland and the North Atlantic Treaty Organization, dated 22 September 1994 and the Administrative Arrangement for the Protection of Classified Information Exchanged between the Government of the Republic of Finland and the North Atlantic Treaty Organization, dated 3 July 2012;

HAVING REGARD to the concept of deploying NATO forces and coalition forces under NATO command and control to or through the territory of the Republic of Finland during periods of peace, crisis, emergency, and conflict in support of NATO Military Activities;

HAVING REGARD to the concept of exercises and operations anticipated to take place with NATO, Partnership for Peace (PfP) and other NATO-led forces;

HAVING REGARD to the Wales Summit Declaration, dated 05 September 2014, where the Partnership Interoperability Initiative was adopted to enhance the ability to undertake the security challenges with NATO partners, and noting Finland as an Enhanced Opportunities Partner;

HAVING REGARD to the Warsaw Summit Communiqué, dated 09 July 2016, and the Brussels Summit Declaration, dated 11 July 2018, where the Alliance reaffirms the continuous process of further strengthening the cooperation with partners;

RECALLING the provisions of Memorandum of Understanding (MOU) between the Government of the Republic of Finland and Headquarters, Supreme Allied Commander Transformation as well as Supreme Headquarters Allied Powers Europe regarding the provision of Host Nation Support for the execution of NATO Operations/Exercises/Similar Military Activity, concluded on 04 September 2014 hereinafter referred to as “the HNS MOU”;

AND IN CONSIDERATION of the needs of the Republic of Finland hereinafter called the Host Nation, and the needs of the NATO Forces, hereinafter referred as the Forces.

The Participants have reached the following understanding:

2 GENERAL

2.1 Purpose and Scope

(1) The purpose of this Technical Arrangement (TA) is to outline the principles of Host Nation Support (HNS) provided to the Forces, or elements of it, deployed in or transiting through the Host Nation (HN) for NATO Military Activities.

(2) This TA supplements the HNS MOU and supports the development of Movement Requests and Statement of Requirements (SOR), which will detail specifically the support to be provided to the Forces, also at short notice, and other procedures, including reimbursement, necessary to access HNS for deployment, sustainment and/or transit.

(3) This TA applies in peace, emergencies, crisis and conflict or periods of international tension as may be jointly determined by the appropriate HN and NATO authorities concerning support to the Forces and supplies which may arrive and/or

transit by road, rail, air, and/or sea.

(4) This TA clarifies the general procedures and arrangements that the designated NATO Commander and HN follow, to effectively fulfil their responsibilities identified in the HNS MOU. Sending Nations (SN) have elected to participate as SN and abide by the provisions arranged in the HNS MOU through Note of Accession (NOA)/Statement of Intent (SOI) with respect to provision of HNS as requested by SACEUR. Participation of SN in this TA is detailed in Section 16.

(5) The support required for the deployment/redeployment, sustainment and/or transit of the Forces, needs to be ensured in advance, HNS being a fundamental contributor for this effort.

(6) HNS allows minimization of the logistic footprint and thereby for increased responsiveness of the Forces. HNS will be provided in accordance with applicable Multinational Detailed Deployment Plan (MNDDP), Movement Requests and SORs.

2.2 References

Reference documents that may be applicable to this TA are listed at Annex G.

2.3 Definitions and Acronyms

Definitions and Acronyms that may be applicable to this TA are listed at Annex F.

2.4 HNS Mission

(1) In accordance with applicable international agreements, national legislation, the HNS MOU and national HNS Concept, and having regard to the NATO doctrine and policy for HNS, the HN provides support to the greatest extent possible, based on national priorities and the actual capabilities and available resources of the HN. HNS may be rendered free of charge, prepaid or on a reimbursable basis, to include direct financial reimbursement, replacement in kind and/or equal value exchange.

(2) The HN will endeavour to provide HNS in accordance with the HNS MOU and this TA, which will be detailed in the SORs/Movement Requests. The SORs/Movement Requests will be developed by the Forces as required, coordinated through logistics planning conferences led by Allied Command Operations (ACO) and agreed with the HN.

(3) The HN will make sure that its support and other commitments under this TA will be consistent with HN national laws and regulations. The Forces will coordinate all support activities with the HN.

3

HNS COORDINATION AND REPORTING

- (1) The Command and Control (C2) structure of the Forces is provided in the applicable plan.
- (2) HNS coordination and reporting will be performed via an integrated system composed of the Forces and HN Liaison Officers (LNO), Host Nation Support Coordination Cell (HNSCC) and the NATO Joint HNS Steering Committee (NATO JHNSSC).
- (3) The NATO JHNSSC will convene as NATO operational level coordinating body of HNS in conjunction with the Forces with the participation of HN(s), all SNs, Joint Force Commands (JFCs), Component Commands (CC), and other representatives as required.
- (4) When NATO JHNSSC does not meet, ACO will act as permanent secretary. In this regard, ACO will have a direct liaison to HNSCC (Defence Command Finland / J4 (Annex C)) during both planning and execution phases.
- (5) The HNSCC will be established in the HN upon deployment to coordinate the HNS provided for the purposes of this TA. This cell will be co-chaired by the designated representatives of the HN and the NATO Commander. It will also comprise representatives of each of the SN.
- (6) The HNSCC will operate to ensure that all HNS necessary for the NATO Military Activities is provided to the Forces in accordance with the provisions of this TA. It will also facilitate the development of Joint Implementation Arrangement (JIA) between SN and HN as requested.
- (7) The HNSCC will adopt its own terms of reference in regard to participation, frequency of meetings, and reporting. It will maintain records of its meetings and report any unresolved disagreements to the NATO JHNSSC and designated HN authority.

4

RESPONSIBILITIES

4.1 Host Nation:

In addition to the responsibilities listed in the HNS MOU, the HN, primarily represented by the Finnish Defence Forces, will:

- (1) Provide detailed HNS assessment on its ability to meet the Concept of Requirements (COR), as well as reply to the SOR, which will represent the formal offer of support.
- (2) Coordinate and support site surveys.
- (3) Participate in the NATO JHNSSC, logistic conferences, movement planning and contribute to the preparation of RSOM plan.
- (4) Provide facilities and services as outlined in the applicable MNDDP, Movement Requests and/or agreed SORs in accordance with this document.
- (5) Provide support to the Forces in accordance with applicable OPLAN, MNDDP, Movement Requests and/or agreed SORs, including, but not limited to:
 - (a) Facilitation of border-crossing and Customs Procedures at entry and exit points in accordance with Sections 10 and 11 of this TA;
 - (b) Movement Control, to include escort and force protection in accordance with Sections 11 and 12 of this TA;
 - (c) Convoy Support Centres, refuelling points and safe havens in accordance with agreed Movement Requests and/or SORs;
 - (d) If applicable, support all phases of RSOM for the Forces in accordance with the appropriate plan/MNDDP up to the exit border crossing point;
 - (e) Other supplies and services which may include transportation, maintenance, engineering, medical and personnel service support in accordance with agreed Movement Requests and SORs.
- (6) Provide early identification of transportation networks and capabilities to be used by the Forces by periodic updates of its Capability Catalogues.
- (7) Be prepared to embed LNOs within HN organizations and other structures supporting deployment of the Forces.
- (8) Approve, control and coordinate the use of military/civilian infrastructure and facilities by the Forces.
- (9) Approve, control and coordinate air, sea, and surface movements within its own territory through the appropriate national entity.
- (10) Have in place a suitable major incident plan, including a medical support plan for Mass Casualties (MASCAL).

(11) Inform SN on HN's biological hazard (vectors, non-indigenous species, and transmissible diseases of animal and plant origin) reducing requirements in its own territory.

4.2 NATO Commander

In addition to the responsibilities listed in the HNS MOU, NATO Commander will:

- (1) Co-ordinate HNS planning, coordinate movement and HNS requests, further development of the detailed HNS concept and ensure the development of the Movement Requests and SORs.
- (2) Plan and conduct site surveys.
- (3) Maintain overview over national and multinational deployments and Reception, Staging and Onward Movement (RSOM).
- (4) Oversee and coordinate between NATO Command Structure (NCS)/ NATO Force Structure (NFS), SN and HN in support of deploying the Forces.
- (5) Maintain visibility over national and multinational logistic efforts and ensure that the logistic effort supports the operational concept.
- (6) Align NATO's concept of the deployment of forces with the HN concept of support; monitor the implementation of deployment including RSOM.
- (7) Collate the national Detailed Deployment Plans (DDP) in the development and execution of the Multinational Detailed Deployment Plan (MNDDP).
- (8) Identify and coordinate theatre level support solutions at the joint operational level, including contractual support, in conjunction with the NCS/NFS HQs, NATO Agencies, SN and HN.
- (9) As applicable, collate the financial information necessary for the exemption of Value Added Tax (VAT) and other taxes for expenses incurred while the Forces are in the territory of the HN.
- (10) Reimburse the HN for support received by NATO Command in accordance with the provisions of this TA and agreed SORs.

4.3 Sending Nation:

In addition to the responsibilities listed in the HNS MOU, the SN will:

- (1) Identify and submit the HNS requirements and movement requests to the HN during the planning phase using SORs/ Movement Requests and site surveys.
- (2) Assist, as applicable, the HN in execution of RSOM, in accordance with agreed SOR and appropriate MNDDP.
- (3) Comply with HN prerequisite provisions for receiving HNS.
- (4) Reimburse the HN for support received in accordance with the provision of this TA and agreed SORs.
- (5) Identify during execution new or changing HNS requirements and communicate them to NATO Commander and to the HN.
- (6) Ensure that its performance meets the standards given by the HN to prevent the spread of biological hazards (vectors, non-indigenous species, and transmissible diseases of animal and plant origin) in accordance with but not limited to STANAG 2557.
- (7) Ensure that its force health protection measures (e.g. vaccinations) meet the requirements given by the HN to prevent potential human communicable diseases.
- (8) Participate, as required, in the NATO JHNSSC meetings.

5

FINANCIAL PROCEDURES

5.1 Financial Guidelines

Exemptions from taxes, duties, state tolls, fees and similar charges will be determined in accordance with the NATO/PfP SOFA and/or Paris Protocol and/or Further Additional Protocol to the PfP SOFA and/or mutual agreement and/or international convention and the HNS MOU.

The following guidelines supplement the general financial considerations provided in the HNS MOU. All invoices for contracts, claims, and payments will be in EURO unless other currency is agreed.

5.2 General

- (1) Reimbursement for Supplies and Services. SN or NATO Commands will reimburse the HN for all mutually accepted supplies and services rendered by the HN, except those supplies and services, which are provided at no cost or on loan. Reimbursable supplies and services will be specifically detailed in the agreed SOR, or will be detailed in other individual orders for supplies or services. In general,

procedures of the STANAG 2034 (NATO Standard Procedures for Mutual Logistic Assistance) may be followed unless otherwise decided by the Participants.

(2) Loaned Equipment. Any equipment loaned to SN or NATO Commands will be returned on completion of the mission. Damaged loaned items will be reported to the HN immediately. Reimbursement as appropriate for repair or replacement will be negotiated in accordance with the provisions of the NATO/PfP SOFA and/or Paris Protocol and/or Further Additional Protocol to the PfP SOFA as well as the HNS MOU. Such reimbursement will not include ordinary wear, tear and depreciation associated with a diligent use of the loaned equipment.

(3) Financial and Budget Arrangements.

(a) Detailed financial and budget arrangements, including those for reimbursement in kind, will be specified for each agreed SOR, JIA or individual order for supplies or services.

(b) All accounts will be settled in accordance with provisions established in this TA and the applicable agreed SOR, JIA or individual order for supplies or services for NATO Military Activities.

(4) Secondary Provisions. Where a SN arranges for the costs of HNS provided to its forces to be paid for by another SN, the HN will conclude the required agreed SOR or JIAs with the latter (or financing) SN which will act on behalf of both SNs.

(5) A description of types of costs, funding and general financial responsibilities is outlined in the HNS MOU.

(6) All invoices will be in English.

5.3 Payment and Reimbursement Procedures.

(1) Settlement of expenditures: Settlement of expenditures between nations will be made in accordance with STANAG 2034 and the HNS MOU unless otherwise stated and may be further specified in the applicable agreed SOR, JIA or individual order for supplies or services.

(2) Military Resources. Equipment, services and facilities available from military sources will be provided free of charge, subject to reimbursement of incremental costs only.

(3) Commercial/Civil Resources. The SN or NATO Command will pay for support provided from commercial or civil sources, whether arranged by the SN, HN or any third party unless otherwise specified in the applicable agreed SOR, JIA or individual order for supplies and services.

(4) VAT and other taxes. Exemptions from taxes or duties for goods and services necessary to conduct NATO Military Activities will be determined in accordance with the NATO/PfP SOFA and/or Paris Protocol and/or Further Additional Protocol, and/or mutual agreement and/or international convention and the HNS MOU. Detailed procedures for Tax exemptions are described in the Annex E.

(5) Payment. Agreed SOR, JIA or individual order for supplies and services concluded between the SN or NATO Commands and the HN will spell out in detail the precise means of payment or reimbursement to be used. Payment for equipment or services will be conducted by one or several of the following means:

(a) SN: As agreed between the HN and the SN.

(b) NCS: Prepayment by NCS personnel will be limited to cost of meals and accommodation while deployed in the location. The costs will be detailed in an agreed SOR or JIA so that NCS personnel knows well in advance the amount they will be charged. All NCS participants will receive a detailed invoice, in English, explaining all the cost they have to pay. Note that the cost of meals and accommodation is a national responsibility.

(c) Reimbursement in accordance with STANAG 2034 and the HNS MOU; or

(d) Replacement-in-Kind; or

(e) Equal value exchange.

(6) HNS Documentation. The HN will provide upon request documentation of expenses incurred on behalf of the SN or NATO Command.

5.4 Contractual Guidelines.

(1) In case NATO Commander and SNs contract directly with commercial suppliers for supplies, services or other support, such contracts will be prior de-conflicted with HN authorities in order to avoid competition for resources or other risk to the timely/assured access.

(2) The HN will facilitate the contracting/purchase of goods and services required by each SN or NATO Command. There will be a designated contracting POC established by the HN who will provide information about vendors and assist in the preparation of contracts to facilitate purchases, and to serve as an interface between civilian vendors and the SN contracting/purchasing authorities. The HN will not enter into any financial agreements on behalf of a SN, neither financial agreements on behalf of the NATO Command engaging NATO common funding, without the previous consent of the SN or the NATO Commander.

6

SUPPLIES AND SERVICES

- (1) The Forces are ultimately responsible for their own logistics support. The HN will provide HNS as detailed in agreed Movement Requests and stated in agreed SORs, JIA or individual orders for supplies or services.
- (2) Where a cost is involved, supplies and services will be provided on the basis of reimbursement, in accordance with the provisions of this TA, agreed SOR, JIA or individual orders for supplies or services as well as STANAG 2034. Facilities will be provided, whenever possible, on loan.
- (3) The SN will be responsible for the maintenance and repair of their equipment. Repair and recovery services may be made available by the HN designated facilities, according to their availability and on a reimbursement basis. As a general rule, the HN will not supply spare parts unless otherwise agreed.
- (4) Any problems with the provision of support from military sources will be resolved by the HN at the lowest possible level.

7

LEGAL ASPECTS

7.1 Status of the Forces

The status of the Forces will be determined in accordance with the NATO/PfP SOFA, Paris Protocol and/or Further Additional Protocol to the PfP SOFA.

7.2 Carriage of arms

The Forces may possess and carry arms in accordance with the NATO/PfP SOFA, Paris Protocol and/or Further Additional Protocol to the PfP SOFA.

7.3 Claims

- (1) Claims arising out of, or in connection with this TA, will be dealt with in accordance with NATO/PfP SOFA, the Paris Protocol and/or Further Additional Protocol to the PfP SOFA, as applicable.
- (2) A claims procedure is established in the HN in accordance with national legislation and the HNS MOU.

(3) The HN, the NATO Commander and the SN will ensure that at least one of their liaison officers is familiar with the claims process and responsible for serving as the primary POC between SN authorities, NATO Commander and HN authorities for matters relating to damages and claims.

(4) Reporting. Claim reporting includes the immediate dissemination of information concerning damage/injury or potential claim to at a minimum: the HN and the chain of command of the SN authority whose member's act or failure to act may have caused the damage or injury; as well as dissemination of claims-filling information to the prospective claimant or his or her agent.

(5) Investigation: Claim investigations include the taking of witness statements and photographs, as well as the collection of physical evidence where possible. Claims investigators should use a camera to record damage whenever possible. The taking of witness statements includes recording of a witness' name, address and contact details if applicable. When contemplating the conduct of a significant movement or manoeuvre on or adjacent to civilian property, commanders and damage control/claims liaison officers should consider taking photographs of the property prior to conducting the military or administrative action that may cause damage to such property. All actions will be executed with due respect to the necessary privacy protection of properties and persons.

(6) Registration: Claims are registered by properly completing, making copies of and forwarding claims forms that set forth the circumstances of an incident and that record actions taken on a filed claim.

8

ENVIRONMENTAL PROTECTION

(1) SN will adhere to the principles outlined in MC 469/1 as well as accurate document management in accordance with STANAG 6500.

(2) In case that the HN has stricter regulations, the HN will provide to the NATO Commander and SN necessary information in the English language. The regulations and standards will be no higher than those under which the HN Armed Forces operate. SN will comply with HN environmental regulations and standards. SNs are responsible to remediate damage caused by their forces or possible claims will be settled in accordance with the NATO/PfP SOFA or the Paris Protocol, and/or Further Additional Protocol to the PfP SOFA, as applicable.

9

PROCEDURES FOR ACCIDENT/INCIDENT REPORTING AND INVESTIGATION

(1) The HN reserves the right to investigate, by either military or civil authorities, all accidents/incidents of aircraft and/or missiles and/or UAVs, which occur on, or above its territory (including territorial waters), or on its ships. The HN is the only authority that may delegate the responsibility for conducting the safety investigation to other involved nation.

(2) Aero-medical aspects, safety investigation and reporting of aircraft accident/incident involving military aircraft and/or missiles and/or UAVs will be run in accordance with applicable international agreements and national legislation, as well as STANAG 3318 and STANAG 3531.

(3) Insofar as permitted under national legislation, in case of accidents or major incidents in the territory of the HN involving an aircraft and/or personnel of a SN, military experts of that SN will be allowed to attend the investigation team established by the HN as observers, advisers or experts.

(4) Investigation of all major accidents and incidents involving military vessels or vehicles will be run in accordance with applicable international agreements and national legislation.

(5) If the accident investigation causes excessive expenditures the costs between the nations involved will be settled on a case by case basis, in accordance with applicable international agreements.

10

CUSTOMS

10.1 General

The following general customs declarations and manifesting requirements will apply to the Forces in accordance with NATO/PfP SOFA, Paris Protocol and Further Additional Protocol to the PfP SOFA:

(1) In accordance with section six of the HNS MOU, equipment, supplies, products and materials temporarily imported and exported from HN territory in connection with a NATO Military Activity, are exempt from all duties, taxes and fees. Other customs procedures will be determined in accordance with the NATO/PfP SOFA, Paris Protocol and/or Further Additional Protocol to the PfP SOFA, as applicable.

(2) The duty/tax-free importation is dependent on the deposit of a custom declaration NATO Form 302 at the customs office of the HN. In accordance with section five of the HNS MOU, the HN accepts that copies of SNs' cargo manifests for equipment and supplies both for military and personal use in accordance with the NATO/PfP SOFA, will be sufficient documentation for Customs purposes.

(3) Goods, which have been imported into or through the HN duty/tax-free, will not be disposed of unless it is permitted to do so by the HN. Goods purchased in the HN will be exported from the HN in accordance with the laws and regulations of the HN.

10.2 Customs Declarations and Manifesting

The Forces are required to comply with HN customs procedures and will be manifested on all in/out-bound modes of travel (e.g. aircraft, ships, vessels, trains, vehicles). The following general customs and manifesting guidance, standards, and rules apply:

(1) Pre-Deployment. Initial Customs Declarations by the Forces are to be submitted using NATO Form 302 attaching SNs cargo manifests to the HNS POC. Initial Customs Declarations are required as early as possible, but no later than 6 working days in advance. Separate NATO Forms 302 are required for each means and mode of transport.

(2) Upon Arrival. Official Customs Declarations by the Forces will take the form of actual aircraft, ship, vessel, train, or vehicle manifests identifying specific information regarding all personnel, equipment, cargo, and military supplies. Separate Declarations are required for each means and mode of transport. Those documents will be provided in the English language.

(3) The HN will simplify and harmonize the customs procedures and formalities, with the aim of facilitating the smooth movement of the Forces in order to meet the deployment timelines defined in the applicable OPLAN and MNDPP.

11

MOVEMENT AND BORDER CROSSING

(1) The HN has the ultimate authority to approve, coordinate and control all movements related to the activities on its territory, including RSOM and integration, unless otherwise agreed through Transfer of Authority (TOA) or similar documents. The movement and border crossing will be done in accordance with the applicable international agreements, national legislation and the HNS MOU.

(2) The execution of strategic movements will be monitored and coordinated by the Allied Movement Coordination Centre (AMCC), who will also be responsible for the production of MNDDP.

(3) The Forces will enter into, transit through, move within and depart from the HN's territory in accordance with the provisions of NATO/PfP SOFA and the procedures described in the applicable Allied Joint Publications and Allied Movement Publications.

(4) In accordance with the NATO/PfP SOFA and Paris Protocol and the Further Additional Protocol to the PfP SOFA, HN will accept the following documents, without pre-conditions, as appropriate documents for entry or border crossing by members of the Forces:

- (1) Personal Identity Card and;
- (2) NATO Travel Order.

(5) The Finnish Defence Forces' designated HNS POC will act as point of contact for the necessary clearances and custom forms and will facilitate the processing of the necessary clearances and custom forms to allow the deployment to meet the timelines defined in the applicable plan. This will include authorization for multiple entries, transit and exit movements.

(6) HN will inform ACO about any changes in the condition of HN movement infrastructure that may affect NATO movement in accordance with agreed Movement Requests and/or applicable MNDDP.

(7) With reference to Article II of the NATO/PfP SOFA, road movements will respect the HN traffic regulations. NATO-owned vehicles and SN military vehicles are self-insured and as such may operate without commercial insurance in accordance with HNS MOU.

(8) With reference to Article II of the NATO/PfP SOFA, air, sea and railway movements will respect HN regulations for civilian traffic control as well as for military operational traffic.

(9) The HN and the Forces will provide personnel to co-ordinate, all RSOM activities with local civil authorities and at ports of embarkation/port of debarkation (POE/POD), as required.

12 FORCE PROTECTION

- (1) The general provisions regarding FP are set out in the HNS MOU. The FP plans will include the security of the staging areas, facilities, Lines of Communication (LOC) and all facilities and/or areas made available to the Forces deploying to and/or transiting through the HN.
- (2) As appropriate, each SN is responsible for identifying and providing its FP requirements and limitations to the HN and NATO commander.
- (3) As appropriate, the HN will inform the SN of its proposed FP measures, limitations and restrictions in advance of a planned NATO Military Activities.
- (4) The SN and the HN will designate FP LNO. These individuals will be available 24/7.
- (5) The SN may implement the FP measures during NATO Military Activities, which may be concluded in an arrangement between the SN and the HN in accordance with national and international law concerning deployment and transit of the Forces. These measures will be coordinated by FP LNO with HN FP authority.
- (6) FP posture will be based on the threat assessment provided by the HN. Additional FP measures will depend on changing threat assessments by all authorities involved, but each SN may decide to increase their FP posture after consent of the HN, as they deem necessary and will inform the HN of these changes.
- (7) The focus of FP measures will be preventive security measures for the safety of the Forces and equipment.

13 MEDICAL

NATO Organizations and/or SN will provide coverage of medical expenses to their members while staying in the territory of the HN.

13.1 Medical Arrangements

- (1) The provision, supply, maintenance and recovery of medical materiel, including blood, remains, in principle, a national responsibility, however, the SN may request HNS in this area. The HN may establish mutual logistics support agreements for common user supplies to achieve economy of effort and avoid duplication, or to ensure the ready supply of blood in cases of emergency.

(2) The cost for drugs, blood products and for other medical consumable materials, equipment or services obtained from commercial sources, will be paid in a timely manner by the SN or NATO Commands to the agency providing the services. Payment will be based upon current rates.

(3) Role 1 is the Forces responsibility. However, the Forces will have access to HN Role 1, Role 2, Role 3 and Role 4 medical and dental capabilities, pursuant to the provisions of NATO/PfP SOFA and the HNS MOU.

(4) The HN will provide medical, dental and environmental health support to the Forces in accordance with the HNS MOU.

(5) The HN will provide support to adequately collect, evacuate, treat and hospitalize patients.

(6) The HN emergency medical evacuation system (MEDEVAC), beyond Role 1, is to be able, within its means and capabilities, of evacuating patient to Medical Treatment Facilities at all times.

(7) Strategic Evacuation (STRATEVAC) is the Forces responsibility. STRATEVAC aircraft will be permitted to land and take off to enable the rapid transfer of casualties requiring special emergency treatment outside of the HN.

13.2 Mortuary affairs

(1) In the case of the death of a member of the Forces on HN territory while in transit or during NATO Military Activity, the death certificate will be issued in accordance with the laws and regulations of the HN.

(2) In the event of a Forces member's death taking part in the NATO Military Activity, the HN will coordinate with the NATO Commander prior to performing an autopsy or processing the remains to maximize compliance with SN regulations. If the HN national authority requires an autopsy, it will be performed by a doctor designated by that authority and subject to the laws and regulations of the HN. A doctor of the Forces may attend the autopsy, insofar as this does not impede the ongoing investigation and in accordance with the laws and regulations of the HN.

(3) Upon notification by the HN authorities, the deceased person's military authorities will assume custody of the remains until the latter are transported to the SN territory.

(4) If requested, the HN may arrange the transport of his/her remains back to the territory of the SN on a reimbursement basis.

(5) NATO's and SNs' access to documentation (inter alia, death certificate, autopsy results) related to procedures of deceased personnel will be provided in accordance with the laws and regulations of the HN.

14

COMMUNICATION AND INFORMATION

The use by Forces of its own static and deployable military CIS and facilities as well as Radio Frequency Spectrum (RFS) will be coordinated by the forces of the HN with the competent HN authorities in advance. A telephone directory prepared in English and containing the telephone numbers of relevant POCs will be made available. The Forces will inform the HN on its use of strategic Satellite Communication.

In coordination with HN national authority the Radio Frequency Spectrum (RFS) will be made available and free of any cost for the Forces to the maximum extent possible. For planning purposes and based on requirements of the NATO Commander, the HN will provide a frequency allotment for the Forces prior to deployment. The procedures for RFS coordination are set forth in ACP 190.

15

SECURITY AND DISCLOSURE OF INFORMATION

Information, including material, stored, handled, generated, transmitted or exchanged as a result of the execution of this TA will be treated in accordance with the Security Agreement between Finland and the North Atlantic Treaty Organization and the Administrative Arrangement for the Protection of Classified Information Exchanged between the Government of the Republic of Finland and the North Atlantic Treaty Organization and the HNS MOU.

16

PARTICIPATION OF SENDING NATIONS

SN wishing to abide to the provisions of this TA for NATO Military Activities will have to sign a NOA or SOI as depicted in Annex D.

17

COMMENCEMENT, AMENDMENT, TERMINATION, DURATION AND INTERPRETATION

- (1) This TA will come into effect on the date of its last signature.
- (2) The TA can be amended at any time in writing by mutual consent of the Participants. In that case, amendments will come into effect on the date of the last signature. Such amendments will be notified immediately in writing to SN which have elected to participate to and to abide by the provisions of this TA. If SN choose to participate to the amended TA, they will issue a new NOA/SOI.
- (3) This TA may be terminated at any time by either Participant by written notification giving six months' notice to the other Participant.
- (4) In any case of termination of this TA, the responsibilities of the Participants, to include the provision of cost reimbursement, will continue to remain in effect until final settlement of all outstanding issues is achieved.
- (5) Any dispute regarding the interpretation or application of this TA and its Annexes will be resolved between the Participants at the lowest possible level and will not be referred to any national or international tribunal or any other third party for settlement.
- (6) This TA 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 TA.
- (7) This TA is not eligible for registration under Article 102 of the Charter of the United Nations.
- (8) The undersigned, duly authorised thereto, have signed the present TA in two copies in the English language.

SIGNED:

For the Government of the Republic of Finland

Signature _____ Date _____

Rank _____ Name _____

Title Chief of Staff
Defence Command Finland

In accordance with the statement made by the Government of the Republic of Finland to the HNS MOU, for the purpose of this TA and its follow on documents, the Republic of Finland does not recognize contractors as part of the force or civilian component as defined in the NATO/PfP SOFA and Paris Protocol/Further Additional Protocol to the PfP SOFA.

For the Supreme Headquarters Allied Powers Europe

Signature _____ Date _____

Rank _____ Name _____

Title

Supreme Headquarters Allied Powers Europe Statement

The statement of the Republic of Finland is understood applicable in so far as NATO Military Activities remain functional in accordance with the North Atlantic Council mandate (s).

ANNEXES

- A. HNS provided free of charge
- B. HNS provided against reimbursement
- C. List of HNS POC's
- D. Template of NOA/SOI
- E. VAT and/or duty exemption procedures
- F. Definitions and acronyms
- G. References

ANNEX A

HNS PROVIDED FREE OF CHARGE

The HN will provide the following support free of charge on availability basis (further detailed in subsequent SOR/JIA):

- a. Suitable facilities and areas to conduct the activities, which do not require renovation or construction in order to serve the purpose. All suitable facilities and areas will be handed over to the Forces in safe and clear condition, to include applicable environmental studies of these areas. These facilities will be returned to the HN in the same condition;
- b. Access to electricity, water, sewage, and other utilities;
- c. External security associated with facilities used for the Forces;
- d. Support provided by HN military or other State Institutions and Agencies (except incremental costs);
- e. HN Military telephone lines;
- f. Selected communication and information systems (CIS) resources, including but not limited to, the required Bandwidth and access to the Radio Frequency Spectrum;
- g. Fire protection for personnel and facilities dedicated for the Forces;
- h. Assistance for contracting;
- i. Access to and use of training areas and firing ranges;
- j. Customs clearances;
- k. Access to Air PODs (APOD), Sea PODs (SPOD) and Rail PODs (RPOD) free of harbour/airport/station governmental fees not directly associated with services requested, provided and received;
- l. Geospatial information and documents such as maps, charts in digital format as well, subject to reimbursement if provided through commercial services;
- m. Translation, including certified translations, and interpreting services provided by the Armed Forces;

n. Support by the HN Military Veterinary personnel in SN's food and water safety management control, veterinary services for Military Working Dogs (MWD) and supervision of cleaning and disinfection of the military materiel, if needed.

ANNEX B

HNS PROVIDED AGAINST REIMBURSEMENT

Upon request, without prejudice to those services provided free of charge, the HN will provide additional support to the Forces as agreed within the SOR on a reimbursable basis at the same rates chargeable to the HN comparable entities:

- a. Military accommodation and messing;
- b. Medical and dental services;
- c. Materials and equipment necessary for the installation of the temporary facilities required for NATO Military Activities;
- d. Purchase of consumable supplies;
- e. Rental/purchase of non-military equipment when military equipment is unavailable;
- f. Installation of room dividers or other temporary modifications to configure otherwise suitable facilities to the requested needs;
- g. Installation of NATO/SNs CIS and administrative equipment;
- h. Commercial CIS services;
- i. Consumption/Usage of electricity, water, sewage and other utility;
- j. Stationery, printing, postage and packing;
- k. Hire of temporary civilian personnel;
- l. Rental of commercial facilities, when military facilities are unavailable, or unsuitable;
- m. Petrol, Oil and Lubricants (POL);
- n. Military transportation, subject to reimbursement of incremental costs only;
- o. Repair and recovery services;
- p. Engineer materials;
- q. Targets and incremental services at training areas and firing ranges as requested;

r. Material Handling Equipment and Container Handling Equipment, subject to full reimbursement if rented from civilian operators or limited to incremental costs only, if provided through governmental means;

s. Laundry and other field services;

t. Waste removal, snow and ice clearing and general landscape maintenance, subject to reimbursement of incremental costs only;

u. Provision of catering staff, food and beverages for official functions;

v. Translation, including certified translations, and interpreting services, if provided from commercial sources;

w. Cleaning and disinfection services of the SN military materiel during embarkation and/or debarkation.

ANNEX C

LIST OF HNS POC

The Partner National Military Representative (PNMR) to SHAPE/ACO will maintain and update the list of HNS POC.



**ANNEX D
TEMPLATE OF NOA/SOI**

NOTE OF ACCESSION (NOA)/STATEMENT OF INTENT (SOI)

TO PARTICIPATE IN HOST NATION SUPPORT AND

THE FINANCIAL AND OTHER RESPONSIBILITIES SET UP

WITHIN THE REPUBLIC OF FINLAND

FOR NATO OPERATIONS/EXERCISES/SIMILAR MILITARY ACTIVITY

The Republic/Kingdom/Government/Ministry/Minister of (SN),
represented by

Having decided that its Armed Forces will participate in NATO Operations/Exercises/Similar
Military Activity

Desiring to participate in the arrangements with respect to Host Nation Support and the
financial and other responsibilities of the Host Nation, SHAPE and the other Sending Nations
relating to the support of such Armed Forces during NATO Operations/Exercises/Similar
Military Activity.

ELECTS TO PARTICIPATE IN, AND TO ABIDE BY, THE PROVISIONS ARRANGED
IN:

The Technical Arrangement between the Government of the Republic of Finland and Supreme
Headquarters Allied Powers Europe regarding the provision of Host Nation Support for the
Execution of NATO Operations/Exercises/Similar Military Activity which came into effect on
the day of as follows:

As a Sending Nation (SN) for the NATO Operations/Exercises/Similar Military Activity
planning, preparation and execution through the above-mentioned TA. [*Where reservations
need to be stated, the following wording might be added to the sentence: "subject to the
following reservations:" then list reservations if appropriate*]

For the Republic/Kingdom/ Government/Ministry/Minister of (SN)

.....

.....

Date:

NOTE: THIS PART IS ONLY NECESSARY IF THE SN PROVIDES SOI WITH RESERVATIONS. HN ACCEPTS THOSE RESERVATIONS BY SIGNING THE SOI AND RETURNING TO THE SN FOR CONFIRMATION.

The Host Nation will provide support to the Armed Forces of (SN) participating in NATO Operations/Exercises/Similar Military Activity under the provisions of this TA and the reservation(s) of(SN).....

For the Government of the Republic of Finland (HN)

.....
.....
.....

Date:

ANNEX E

VAT AND/OR DUTY EXEMPTION PROCEDURES

1. Special arrangements for Petrol, Oil and Lubricants (POL)

Petrol, Oil and Lubricants (POL) agreed within the SOR will be invoiced free of all duties and taxes in case POL is delivered at the facilities of the Finnish Defence Forces.

POL agreed within the SOR will be invoiced free of all duties and taxes in case POL is delivered outside the facilities of the Finnish Defence Forces and paid for by the Finnish Defence Forces.

In case POL is purchased with excise duties, such duties will be refunded through FIN Financial POC based on receipt.

2. VAT and Excise Duty Exemption

Goods and services will be provided without taxes and duties under condition that the buyer will present VAT and Excise Duty Exemption Certificate to the supplier, in accordance with the applicable legislation.

3. Coordination of VAT and/or tax exemptions

FIN Financial POC will coordinate with respective national authorities all issues related to VAT and/or tax exemptions.

ANNEX F DEFINITIONS AND ACRONYMS

Definitions

In addition to the definitions set forth in the HNS MOU, the following definitions are applicable for this TA:

Concept of Requirement (COR): A Concept of Requirements (COR) addresses broad functional support requirements including land, air, maritime, security, transportation, telecommunications, facilities, etc. It provides the HN with a list of the required types of support.

Incremental costs: A cost considered above and beyond the normal cost of an organization, which may be subject to separate funding arrangements.

NATO Joint HNS Steering Committee (NATO JHNSSC): A committee established for the planning cycle and co-chaired by a NATO Commander. The committee, comprised of authorized representatives from all SNs, the HN and NATO Commander(s), will meet to coordinate and implement the necessary amplifying arrangements regarding HNS, such as the Technical Arrangement, the Concept of Requirements, the Statement of Requirements or the Joint Implementation Arrangements.

Statement of Requirement (SOR): A document prepared by SN or NATO Commander, detailing facilities, supplies and services requested.

Replacement in Kind: An exchange transaction conducted under this TA in which the receiving party replaces logistic support, supplies and services which it has received with logistic support, supplies and services of an identical, or substantially identical, nature.

Acronyms

AMCC- Allied Movement Coordination Centre
APOD- Air Port of Debarkation
C2- Command and Control
CIS - Communication and Information Systems
CC- Component Command
COR- Concept of Requirements
DDP- Detailed Deployment Plan
FP- Force Protection

HN- Host Nation
HNS- Host Nation Support
HNSSC- Host Nation Support Coordination Cell
JIA- Joint Implementation Arrangement
JFC- Joint Force Command
JHNSSC- Joint Host Nation Support Steering Committee
JLSG - Joint Logistics Support Group
LNO- Liaison Officer
LOC- Lines of Communication
MNDDP- Multinational Detailed Deployment Plan
MASCAL- Mass Casualties
MEDEVAC- Medical Evacuation System
MOU-Memorandum of Understanding
NCS- NATO Command Structure
NFS- NATO Force Structure
NOA- Note of Accession
OPLAN- Operational Plan
POD- Port of Debarkation
POL- Petrol, Oil and Lubricants
RFS- Radio Frequency Spectrum
RSOM- Reception, Staging and Onward Movement
RPOD- Rail Port of Debarkation
SHAPE- Supreme Headquarters Allied Powers Europe
SJLSG- Standing Joint Logistics Support Group
SN- Sending Nation
SOI- Statement of Intent
SOR- Statement of Requirements
SPOD- Sea Port of Debarkation
STRATEVAC- Strategic Evacuation
TA- Technical Arrangement
VAT- Value Added Tax

ANNEX G REFERENCES

The North Atlantic Treaty, dated 4 April 1949;

Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) signed in London on 19 June 1951;

Partnership for Peace Framework Document issued by the Heads of State and Government Participating in the Meeting of the North Atlantic Council (Framework Document), dated 10 January 1994;

Protocol on the Status of International Military Headquarters set up Pursuant to the North Atlantic Treaty (Paris Protocol), dated 28 August 1952;

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), dated 19 June 1995;

Additional Protocol to 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 (Additional Protocol to the PfP SOFA), dated 19 June 1995;

Further Additional Protocol to 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 (Further Additional Protocol to the PfP SOFA), dated 19 December 1997;

Memorandum of Understanding (MOU) between the Government of the Republic of Finland and Headquarters, Supreme Allied Commander Transformation as well as Supreme Headquarters Allied Powers Europe regarding the provision of Host Nation Support for the execution of NATO Operations/Exercises/Similar Military Activity, concluded on 04 September 2014;

AJP 4(A) Allied Joint Logistic Doctrine, dated December 2003;

AJP 4.5(B) Allied Joint Doctrine for Host Nation Support, dated May 2013;

AJP-4.4(B) - Allied Joint Movement and Transportation Doctrine, dated December 2005;

AJP-4.10(A) Allied Joint Doctrine for Medical Support, dated March 2006.

ALP-4.2-Land Forces Logistics Doctrine, dated February 2003;

STANAG 2034 CSS (ED7) - NATO standard procedures for mutual Logistic assistance, dated 31 March 2011;

STANAG 3113 Provision of support to visiting personnel, aircraft and vehicles, dated 10 December 2005;

STANAG 3318 AMD (ED6) - Aeromedical aspects of aircraft accident and/or aeromedical incident investigation, dated 19 August 2004;

STANAG 3531 FS (ED7) Safety investigation and reporting of accidents/incidents involving military aircraft, missiles and/or UAVs, dated 28 March 2007;

STANAG 6500 AJEPP-6 Environmental File for Military Camps in NATO Operations, dated 04 February 2005;

STANAG 2454 M&T (Edition 3) – Road Movements and Movement Control -AMovP-1(A);

STANAG 2455 ESS/M&T (Edition 2) - Procedures for Surface Movements across National Frontiers- AMoVP 2(A);

STANAG 2456 M&T (Edition 2) - Movement and Transport Documents and Glossary of Terms and Definitions - AMoVP-3(A);

STANAG 2468 NSA M&T (Edition 1) – Technical Aspects of the Transport of Military Materials by Railroad - AMoVP-4;

STANAG 2236 (M&T) (ED1)-Multimodal Transport Issues- AMoVP-5;

STANAG 2557 MEDSTD (Edition 1) - Veterinary Guidelines on Major Transmissible Animal Diseases and Preventing their Transfer AMedP-26, 28 February 2011;

STANAG 4441 TDGG – Allied Multi-Modal Transportation of Dangerous Goods Directive – AMoVP-6;

AAP-6 NATO Glossary of Terms and Definitions;

ACP 190 NATO Supplements NATO Guide to Spectrum Management in Military Operations, dated 15 March 2011.