

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE MINISTRY OF DEFENCE OF FINLAND**

**AND**

**THE MINISTRY OF DEFENCE OF DENMARK**

**REGARDING BILATERAL DEFENCE COOPERATION**

## INTRODUCTION

The Ministry of Defence of Finland and the Ministry of Defence of Denmark, hereinafter referred to as the Participants;

Respecting the long-standing defence policy cooperation that exists between the Participants and wishing to continue and further develop the relation as allies in the field of defence;

Mindful of Finland and Denmark's rights and obligations under the North Atlantic Treaty;

Believing that greater bilateral defence and military cooperation will reinforce those rights and obligations;

Noting that the ability to act jointly as allies also raises the threshold against incidents and armed attacks;

Continuing to develop our bilateral defence cooperation in support of deterrence and defence of the North Atlantic Alliance;

Aiming to increase operational effect and to optimise the use, sustainability and development of the Participants' defence capabilities;

Considering the General Security Agreement on the Mutual Protection and Exchange of Classified Information between Denmark, Finland, Iceland, Norway and Sweden, done in Oslo 7 May 2010 (GSA);

Considering the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (the NATO SOFA), done in London 19 June 1951 and its applicability to this Memorandum of Understanding (MoU);

Considering the Memorandum of Understanding between the Ministry of Defence of Denmark and the Ministry of Defence of Finland concerning Cooperation in Defence Materiel Research, Development, Production, Procurement and Maintenance, dated 22 December 1997;

Considering the Memorandum of Understanding between the Ministry of Defence of the Kingdom of Denmark and the Ministry of Defence of the Republic of Finland and the Ministry for Foreign Affairs of Iceland and the Ministry of Defence of the Kingdom of Norway and the Government of the Kingdom of Sweden on Nordic Defence Cooperation (NORDEFECO), dated 5 November 2009;

Have resolved to conclude this MoU to establish the basis for further bilateral defence cooperation.

## **Section 1**

### **AIM AND SCOPE**

1. This MoU provides the framework for the bilateral defence cooperation between the Participants. The MoU identifies the aim and scope of the cooperation and provides a non-exhaustive list of areas of cooperation.
2. The defence cooperation between the Participants aims at:
  - a) strengthening the defence of the Participants' countries, regional security, and the deterrence and defence of the North Atlantic Alliance,
  - b) achieving increased operational effect through combined use of resources, increased interoperability, and increased capability to act jointly,
  - c) enhancing dialogue on common defence issues.
3. The defence cooperation includes all levels of the Participants' defence, the policy and military levels including the strategic, operational and tactical level.

## **Section 2**

### **AREAS OF COOPERATION**

1. The areas of cooperation may include, but are not limited to:
  - a. Defence policy dialogue
  - b. Operational cooperation
  - c. Territorial surveillance and protection of territorial integrity
  - d. Special Operations Forces cooperation
  - e. Strategic surveillance, situational awareness and information sharing
  - f. Military intelligence sharing
  - g. Force Protection
  - h. Capability development
  - i. Defence materiel and industrial cooperation
  - j. Military security of supply and logistics
  - k. Space-based defence capabilities
  - l. Cyber defence and cybersecurity in defence
  - m. Countering hybrid threats in the field of defence
  - n. Training, exercises and education
  - o. Human resources and military education, exercises, exchanges and attachments of personnel
  - p. Defence science, technology, innovation and research
  - q. Strategic communication
  - r. Military crisis management
  - s. Military mobility
  - t. Host nation support
  - u. Total Defence

- v. Cooperation within NATO as well as with the EU, NORDEF, JEF and other relevant regional and international organisations and initiatives on defence.

The participants also seek to deepen cooperation through identifying new areas of cooperation.

2. Defence cooperation activities under this MoU will be subject to separate national decisions when needed.

### **Section 3**

#### **FINANCIAL ARRANGEMENTS**

1. This MoU will not impose any financial commitments on its Participants. Each Participant will pay for any costs it incurs in its own interest, related to this MOU.
2. The Participants will apply NATO payment standards and procedures to the cooperative activities carried out under this MoU.

### **Section 4**

#### **CLAIMS**

The Participants will address any claim(s) that may arise under this MOU in accordance with the provisions of the NATO SOFA.

### **Section 5**

#### **STATUS OF PERSONNEL**

The Participants will jointly determine the status of their personnel participating in any cooperative activity under this MoU in accordance with the NATO SOFA.

### **Section 6**

#### **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 7 May 2010 (GSA) apply to classified information provided or generated under this MoU.

## **Section 7**

### **STATUS OF MOU**

1. This MoU is not legally binding, nor does it generate obligations under international law.
2. This MoU is not eligible for registration under Article 102 of the Charter of the United Nations.
3. This MoU is not intended to conflict with national legislation of the Participants or with international law. In case of conflict, national legislation or international law will prevail. The Participants will notify each other in the event of any conflict arising.

## **Section 8**

### **DIFFERENCES IN INTERPRETATION AND APPLICATION**

The Participants will resolve any difference in the interpretation or application of this MoU through consultations and will not refer any difference to a court, tribunal or any other third party.

## **Section 9**

### **COMING INTO EFFECT, AMENDMENT, DURATION, REVIEW, TERMINATION AND WITHDRAWAL**

1. This MoU will come into effect on the date of its signature by the Participants.
2. This MoU will remain in effect unless terminated or withdrawn from in accordance with sub-paragraphs 9.5 and 9.6 of this Section.
3. The implementation of this MoU will be reviewed from time to time to ensure its provisions are being implemented effectively.
4. The Participants may amend this MoU at any time upon their mutual written consent.
5. The Participants may terminate this MoU, at any time, effective immediately upon their mutual written consent.
6. Either Participant may withdraw from this MoU upon submission of six (6) months' prior written notice to the other Participant.
7. The Participants understand that any subordinate arrangements established under this MoU will automatically terminate in the event this MoU is terminated or withdrawn from. Separate instruments established which make reference to this MoU will remain in effect in accordance with their respective provisions.

Signed,

Date:

For the Ministry of Defence of Finland:

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Antti Häkkänen  
Minister of Defence

For the Ministry of Defence of Denmark:

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Troels Lund Poulsen  
Minister of Defence