

DEFENSE

Status of Forces

**Memorandum of Understanding between
the UNITED STATES OF AMERICA
and FINLAND**

Signed March 31 and April 21, 2005



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

FINLAND

Defense: Status of Forces

*Memorandum of understanding signed
March 31 and April 21, 2005;
Entered into force April 21, 2005.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES AIR FORCES IN EUROPE
AND
THE MINISTRY OF DEFENCE OF FINLAND
CONCERNING
AIR FORCE EXERCISES AND ACTIVITIES IN FINLAND

INTRODUCTION

The Ministry of Defence of Finland and the United States Air Forces in Europe (USAFE), hereinafter jointly referred to as the Participants,

NOTING the existing co-operation between the Participants in the field of Air Force matters,

CONSIDERING the need to set the practical framework of the co-operation between the Participants up to SECRET level;

HAVE COME to the following understanding:

SECTION I

1 PURPOSE

1.1 The purpose of this Memorandum of Understanding, hereinafter referred to as MOU, is to facilitate the increasing international training co-operation to improve interoperability and to provide the practical framework concerning air force training and exercises and other such events and activities of the Participants "Concerning Air Force Exercises and Activities in Finland".

1.2 This MOU will be implemented in accordance with 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", done at Brussels on 19 June 1995, hereinafter referred to as the PfP-SOFA and the "Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces", done at London on 19 June 1951, hereinafter NATO- SOFA.

1.3 This MOU is not intended to conflict with international or national law. In case of conflict, international and/or national law will prevail.

SECTION II

2 DEFINITIONS

2.1 The terms used in this MOU have the following meanings:

a. "Sending Nation" means the nation that sends personnel, materiel and/or equipment to the Host Nation for the purposes of this MOU.

b. "Host Nation" means the nation in the territory of which the personnel, materiel and/or equipment of the Sending Nation are located for the purpose of implementing this MOU.

SECTION III

3 AREAS OF CO-OPERATION

Areas of co-operation covered in this MOU include, but are not limited to:

- Air Force exercises (including helicopters)
- Exchange of pertinent information related to safe conduct of activities
- Unit-to-unit friendship activities
- Air-to-Air refueling
- Personnel and materiel transportation

3.1 The list of areas of co-operation is neither exhaustive nor hierarchical. Co-operation will be planned in more detail at the Air Talks between the Participants.

SECTION IV

4 PURPOSE AND SCOPE

4.1 The purpose of this MOU is to identify the responsibilities and general principles concerning the conduct of the activities mentioned in section III and the provision of Host Nation Support.

SECTION V

5 EXECUTION, COMMAND AND CONTROL

5.1 Before the start of any training exercise or similar event, the commanding officers of participating units or their authorized representatives will authorize the event in accordance with this MOU.

5.2 Additional implementing provisions to this MOU will normally be agreed upon by the Participants in a Technical Arrangement (TA) before each event or activity. The Participants shall sign the individual Technical Arrangements no later than one month prior to the event in question.

5.3 A face-to-face or video teleconference briefing must be conducted by all participants prior to an air combat training exercises.

5.4 The Participants will adhere to their own national regulations and where conflicts occur between these regulations, the more restrictive regulation will apply. Exercise safety is of paramount importance.

5.5 A Detachment Commander will be appointed for each deployment. The detachment commander will be the single point of contact for all administrative matters concerning the event.

5.6 Mission Commanders will be nominated for each air combat training event. Mission commanders will be responsible for the scenario for each mission. Scenarios may be modified according to the experience level of personnel involved.

5.7 The Sending Nation will notify the Host Nation well in advance of the detailed composition and elements of the force that will participate in exercises and events.

5.8 The Sending Nation's personnel are expected to wear their national uniform during exercises and other such events. Customs and specific requests of the Host Nation will be observed with respect to wearing civilian clothes.

SECTION VI

6 STATUS OF PERSONNEL, JURISDICTION AND DISCIPLINE

6.1 Article VII of the NATO/PfP-SOFA will govern the status of forces.

6.2 In accordance with Article VII, paragraph 5.b. of the NATO/PfP-SOFA, the authorities of the Host Nation will notify promptly the military authorities of the Sending Nation of the arrest of any member of a force.

6.3 The authorities of the Host and Sending Nations will assist each other in the carrying out of all necessary investigations of offences, and in the collection and production of evidence in accordance with Article VII, paragraph 6.a of the NATO/PfP-SOFA.

6.4 The Sending Nation may not exercise jurisdiction or police authority within the territory of the Host Nation. The limitation does not cover appropriate measures taken by the military authorities of the Sending Nation in accordance with Article VII, paragraph 10 of the NATO/PfP-SOFA.

6.5 The Sending Nation will respect the laws and regulations of the Host Nation. The Host Nation will make information of these laws and regulations available on request.

6.6 The command of the Finnish units and/or personnel will remain with Finnish national authorities at all times. The command of US units and/or personnel will remain with the US at all times. However, normal military protocol will be observed at all times.

6.7 Direct liaison is authorized between participating units, once their national headquarters have tasked participation.

SECTION VII

7 CLAIMS AND LIABILITIES

7.1 All claims will be dealt with in accordance with Article VIII of the NATO/ PfP-SOFA.

7.2 If the Sending Nation is involved in an incident that may have caused injury or damage, the Sending Nation is obliged to report the incident immediately to the Host Nation. In support of this procedure, the Host Nation will appoint an officer responsible for processing of claims.

7.3 All investigations will be carried out in accordance with Host Nation regulation.

7.4 A Sending Nation investigation authority will have, in accordance with Host Nation law, the right to participate in any investigation concerning an accident or incident involving Sending Nation military aircraft or personnel. This provision does not prevent a Sending Nation from conducting its own internal investigation for its own needs into any such accident or incident.

7.5 Consequently, a Finnish-US investigation board may be assigned to assist the investigators and will have full insight in the work of the investigation. The Sending Nation will bear all costs incurred by their participation and/or conduct of such an investigation.

7.6 Finland will retain ultimate responsibility for actions associated with the investigations of mishaps which occur over the territory of Finland. Responsibility for conducting the investigation of a mishap involving the Sending Nation will normally be the responsibility of the Sending Nation. When two or more nations are involved in a mishap, the involved nations

will agree upon in accordance of host nation law a joint investigation and/or separate investigations in accordance with the guidelines of their nation.

SECTION VIII

8 LOGISTIC AND HOST NATION SUPPORT

8.1 The Host Nation will make its best effort to provide the Sending Nation such supplies and services as are needed during implementation of activities mentioned in **section III**. Details for Host Nation Support and any financial arrangements will be specified if necessary in a Technical Arrangement (TA) to this MOU.

SECTION IX

9 SETTLEMENT OF DISPUTES

9.1 Any dispute regarding the interpretation or implementation of this MOU will be settled by consultation between the Participants.

SECTION X

10 COMMENCEMENT, DURATION AND AMENDMENTS

10.1 This MOU will come into effect on the date of the last signature.

10.2 The MOU will continue to be in force unless terminated by either Participant giving six months prior notice in writing to other Participants. However, all the clauses regarding administrative and financial considerations of this MOU will remain in effect until these considerations have been resolved to the satisfaction of the Participants.

10.3 Notwithstanding the termination of the present MOU, all matters arising during its operations will continue to be subject to the provisions of the MOU.

This MOU is done in the English language which will be controlling. Participants may produce unofficial translated copies for their national use at their own expense.

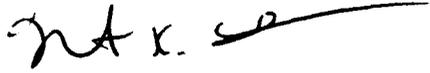
Signed 31.3. 2005

For the Ministry of Defence of
Finland


HEIKKI LYYTINEN
General Major
Commander-in-Chief
The Finnish Air Force

Signed 21 Apr 2005

For USAFE


ROBERT H. FOGLESONG
General, USAF
Commander