

MEMORANDUM OF AGREEMENT

BETWEEN

COMMANDER, U.S. JOINT FORCES COMMAND

AND

MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND

REGARDING

RECIPROCAL EXCHANGE OF MILITARY PERSONNEL



City/County of Norfolk
Commonwealth of Virginia
I certify this to be a complete, exact and true
copy of the original document. Certified this
28 day of July, 200
Deneo Balle Notary Public
My commission expires Apr 30, 200

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INTRODUCTION

Commander U.S. Joint Forces Command (USJFCOM) and the Finnish Ministry of Defence (MOD) (each referred to herein individually as a "Party" and together as the "Parties"), recognizing that the General Security of Information Agreement, with exchange of letters, that entered into force on October 11, 1991; and the Agreement concerning Exchange of Research and Development Information, with appendix, that entered into force on October 5, 1995 apply to this Agreement, desiring to establish formal Exchanges between the Parties in connection with the integration of Coalition Forces within Battle Management Command and Control (BMC2), hereby mutually determine the following terms and conditions regarding the assignment of a Finnish Exchange Officer to the USJFCOM J8 Joint Requirements and Integration Directorate.

ARTICLE I DEFINITIONS

In addition to any terms defined in other provisions of this Agreement, the following terms shall have the following meanings when used herein:

1.1 "Classified Information" shall mean as information that is generated by or for the Government of the United States of America or the Government of Finland or that is under the jurisdiction or control of one of them, and which requires protection in the interests of national security of that government and that is so designated by the assignment of a national security classification by that government. The information may be oral, visual, electronic, or documentary form, or in the form of material including, equipment or technology.

1.2 "Contact Officer" shall mean a U.S. Department of Defense (DoD) official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign Exchange officers who are assigned to, or are visiting, a DoD component or subordinate organization.

1.3 "Controlled Unclassified Information" shall mean unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Party. It includes United States information that is exempt from public disclosure or subject to export controls.

1.4 "Host Government" shall mean the national government of the Host Party.

1.5 "Host Party" shall mean the Party to which the Exchange Officer acts as an Exchange Officer pursuant to an assignment by a Parent Party under Article III.

1.6 "International Visits Program (IVP)" shall mean the program established to process visits by, and assignments of, foreign representatives to United States Department of Defense Components and Department of Defense contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative agreements (e.g., date, time and place) for the visit or assignment are provided.

1.7 "Exchange Officer" shall mean a military member or civilian employee of a Parent Party who, upon approval or certification of the Host Party or Government, is authorized by the Parent Party to act as its official representative in connection with programs, projects, or agreements of interest to the Party Governments.

1.8 "Parent Government" shall mean the national government of the Parent Party.

1.9 "Parent Party" shall mean the Party that assigns an Exchange Officer pursuant to Article III.

ARTICLE II SCOPE

2.1 This Memorandum of Agreement establishes the terms and conditions by which the Parent Party may assign a military member or civilian employee of its armed forces to serve as an Exchange Officer to the Host Party to fulfill the Host Party operational requirements and missions while providing work experience and proficiency maintenance to Exchange Officer. The Exchange Officer shall gain operational expertise and technical knowledge while providing operational support to the Host Party as an integrated member of the staff. In addition the Exchange Officer shall provide updates to and present the views of the Parent Party on issues and developments where both Host Party and the Parent Party have mutual interest. The Exchange Officer may be

assigned only to positions established in Annexes to this Memorandum of Agreement. Annexes to this Memorandum of Agreement shall be an integral part hereof and may include additional conditions and prerequisites specific to particular assignments.

2.2 The establishment of each Exchange Officer position under this Memorandum of Agreement and its Annexes shall be based upon demonstrated need for, and the mutual benefit of, such position to the Parties. Once established, each Exchange Officer position shall be subject to review by both Parties twelve (12) months prior to the completion of the Exchange Officer's assignment to ensure that the position continues to be required by, and of benefit to, the Parties. If a Party determines that an Exchange Officer position is not longer required and is not of benefit, the Exchange Officer's position may be terminated as provided for in Article X of this Memorandum of Agreement.

2.3 Commencement of such an assignment shall be subject to any requirements that may be imposed by the Host Party or its government regarding formal certification or approval of Exchange Officers. Exchange Officers to be assigned by their Parent Party to locations in the United States shall be requested pursuant to the International Visits Program (IVP), as defined in Paragraph 1.6 of this Agreement.

2.4 Unless otherwise mutually determined, the normal tour of duty for a Exchange Officer shall be twenty four (24) months.

ARTICLE III DUTIES AND ACTIVITIES

3.1 A position description (PD) developed by the Host Party shall be approved by the Parties for each Exchange Officer position established and detailed in an Annex to this Memorandum of Agreement. The Exchange Officer shall perform duties as set out in the PD, and perform related tasks as specified by the Host Party and as contemplated and permitted by this Memorandum of Agreement. The Exchange Officer must possess the requisite grade, skill, training, academic qualifications, and security clearance described in the PD and the relevant Annex to this Memorandum of Agreement. The Parent Party shall provide a career brief and biography of each potential Exchange Officer to the Host Party for approval three months prior to assignment. The Host Party shall disapprove assignment of any proposed Exchange Officer who does not meet the qualifications or who cannot safely perform the duties of the position. This decision shall be within the sole discretion of the Host Party.

3.2 The Exchange Officer shall be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Party shall assign a Contact Officer to provide guidance to the Exchange Officer concerning policies, procedures, laws and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this Agreement.

3.3 The Host Party shall grant Exchange Officers access to facilities and work spaces in furtherance of this Agreement, to the extent such access is consistent with the terms of any applicable annex, certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws and regulations of the Host Government.

3.4 The Exchange Officer shall be granted access to technical data and other information of the Host Party, whether or not classified, to the extent necessary to fulfill the Exchange Officer's functions and duties required in the applicable Position Description and provided for in an Annex to this MOA.

3.5 All information to which the Exchange Officer is granted access while serving as an Exchange Officer to the Host Party shall be treated as information provided to the Parent Government, in confidence, and shall not be further released or disclosed by the Exchange Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Exchange Officer shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in ARTICLE II of this MOA.

3.6 The Exchange Officer shall not be permitted to participate in exercises or operational deployments outside the territory of the Host Party and/or in contingency and wartime actions, unless expressly authorized to do so by both the Host and Parent Party.

3.7 The Host Party shall not place or keep an Exchange Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Party and Host Party, in writing.

3.8 The Exchange Officer shall be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall also wear such identification necessary to identify the Exchange Officer's nationality, rank and status as an Exchange Officer. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the particular organization of the Host Party where the Exchange Officer is located. The Exchange Officer shall be required to

comply with the practices of the Host Party with respect to the wearing of civilian clothing.

ARTICLE IV
FINANCIAL AGREEMENTS

4.1 The Parent Party shall bear all costs and expenses of the Exchange Officer, including, but not limited to:

4.1.1 All pay and allowances of the Exchange Officer;

4.1.2 All change of station travel by the Exchange Officer and the Exchange Officer's dependents, including, but not limited to, transportation, per diem and other travel allowances when traveling to and from the Parent Party country and Host Party country when reporting for duty and at the conclusion of the assignment;

4.1.3 The costs of quarters, rations, medical and dental services for the Exchange Officer and his/her dependents, unless specifically stated otherwise in an applicable international agreement;

4.1.4 The movement of the household effects of the Exchange Officer and the Exchange Officer's dependents;

4.1.5 Compensation for loss of, or damage to, the personal property of the Exchange Officer, or the personal property of the Exchange Officer's dependents;

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the Exchange Officer or his dependent(s);

4.1.7 All expenses in connection with the return of a Exchange Officer and his/her dependents to the Parent Party country, including, but not limited to, transportation, per diem and other travel allowances, when the assignment is terminated prior to normal completion date; and

4.1.8 All temporary duty and/or travel expenses when directed by or performing duties on behalf of the Parent Party.

4.2 The Host Party shall be responsible for the costs associated with and/or shall provide:

4.2.1 Such office facilities, equipment, supplies and services as may be necessary for the Exchange Officer to fulfill the purposes of this Agreement;

4.2.2 The Exchange Officer's military instruction when such instruction is conducted for orientation, familiarization and unique aspects required for the assignment as specified in the appropriate Annex; and

4.2.3 Temporary duty travel expenses when performed at the direction of and on behalf of the Host Party.

4.3 The assignment of the Exchange Officer pursuant to this Agreement shall be subject to the Parent Party's authorization and availability of Parent Party's funds for such purposes.

ARTICLE V SECURITY

5.1 The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Exchange Officer shall be permitted. The Host Party shall inform the Parent Party of the level of security clearance required to permit the Exchange Officer access to such information. The Exchange Officer's access to such information and facilities shall be consistent with, and limited by the terms of his/her assignment, the provisions of this Article and any other agreement between the Parties or their governments concerning access to such information and facilities. Further, access shall at all times be limited to the minimum required to accomplish the purposes of this Agreement, and, at its discretion, the Host Party may prohibit the Exchange Officer's right of access to any Host Party facility or require that such access be supervised by Host Party personnel.

5.2 Security assurances shall be filed, through the Finnish Embassy in Washington, D.C. stating the security clearances for the Exchange Officer being assigned. The security assurances shall be prepared and forwarded through the International Visits Program (IVP), as defined in paragraph 1.6 of this Agreement.

5.3 The Parent Party shall ensure that each assigned Exchange Officer is fully cognizant of, and complies with, applicable host government laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information and Controlled Unclassified Information disclosed to the Exchange Officer. This

responsibility shall apply both during and after termination of an assignment as an Exchange Officer. Prior to taking up duties as an Exchange Officer, the Exchange Officer shall be required to sign the certification at Annex A. Only individuals who execute the certification shall be permitted to serve as Exchange Officers with the U.S. Joint Forces Command.

5.4 The Parent Party shall ensure that the Exchange Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by an Exchange Officer during his or her assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any Exchange Officer who violates Host Government security laws, regulations, or procedures during his or her assignment.

5.5. All Classified Information made available to the Exchange Officer shall be considered to be Classified Information furnished to the Parent Party, and shall be subject to all the provisions and safeguards provided for under the Agreement between the Government of Finland and the Government of the United States of America concerning General Security of Information Agreement, with exchange of letters, that entered into force on October 11, 1991.

5.6 The Exchange Officer may take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), as permitted by the terms of the Host Party certification. Additionally, custody of classified material may be allowed for the following situations:

5.6.1 Couriers. The Exchange Officer may take custody of Classified Information to perform courier functions, when authorized by the Host Party certification for the Exchange Officer. The Classified Information shall be packaged and receipted for in compliance with Host Party requirements.

5.6.2 On-Site Storage. The Exchange Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility for the container and control of the container and its contents remains with the Host Party.

ARTICLE VI
TECHNICAL AND ADMINISTRATIVE MATTERS

6.1 The Host Party's certification or approval of an individual as an Exchange Officer shall not bestow diplomatic or other special privileges on that individual.

6.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article IV of this Agreement, the Host Party may provide such administrative support as is necessary for the Exchange Officer to fulfill the purposes of this Agreement.

6.3 Exemption from taxes, customs or import duties, or similar charges for the Exchange Officer or the Exchange Officer's dependents shall be governed by applicable laws and regulations or international agreement between the Host Government and the Parent Government.

6.4 If office space is provided to the Exchange Officer by the Host Party, the Host Party shall determine the normal working hours for the Exchange Officer.

6.5 The Exchange Officer may be granted leave according to entitlements under the regulations of the Parent Party, provided such leave is approved by the Parent Party and coordinated with the applicable Host Party's designated representative. Leave and holiday schedule for the Exchange Officer shall be commensurate with the Host Party's schedule.

6.6 The Exchange Officer and his/her authorized family members shall be provided care in military medical and dental facilities to the extent permitted by applicable law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the Exchange Officer and his/her family members is specified. For those personnel covered by such an agreement, care is generally provided free of charge. All Exchange Officers and family members not covered by a reciprocal agreement may be offered health care, on a reimbursable basis, in military facilities. Where military facilities are not available, the Exchange Officer shall be responsible for all medical and dental costs incurred by himself/herself and his/her family. The Parent Party shall ensure that the Exchange Officer and his/her family members are physically fit prior to the Exchange Officer's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the Exchange Officer and his/her family members, and the costs of, and the procedures for, use of such services.

6.7 The Exchange Officer and his/her dependents shall be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Party and applicable international agreements.

6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party may provide, if available, housing and messing facilities for the Exchange Officer and the Exchange Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Party, the Host Party shall use reasonable efforts to assist the Parent Party to locate such facilities for the Exchange Officer and the Exchange Officer's dependents.

6.9 The Parent Party shall ensure that the Exchange Officer and the Exchange Officer's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit, consistent with relevant international agreements. Unless exempted under an applicable international agreement between the Parties, Exchange Officers and their authorized dependents entering the United States shall be required to comply with United States Customs Regulations.

6.10 The Parent Party shall ensure that the Exchange Officer and those family members accompanying the Exchange Officer in the country of the Host Party shall obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Party in which the Exchange Officer and his/her family members are located.

6.11 The Exchange Officer shall be afforded the same military courtesies as the Host Party's military members of comparable work.

ARTICLE VII DISCIPLINE AND REMOVAL

7.1 Except as provided in Article 7.2, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against an Exchange Officer who commits an offense under the military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary powers over the Exchange Officer's dependents. The Parent Party, however, shall take such administrative or disciplinary action against the Exchange

Officer as may be appropriate under the circumstances, to ensure compliance with this Agreement, and the Parties shall cooperate in the investigation of any offenses under the laws or regulations of either.

7.2 The certification or approval of a Exchange Officer may be withdrawn, modified or curtailed at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government shall remove the Exchange Officer or a dependent of the Exchange Officer from the territory of the Host Government. The Host Party shall provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the Exchange Officer.

7.3 An Exchange Officer shall not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Party.

ARTICLE VIII CLAIMS

8.1 Claims arising under this Agreement shall be dealt with in accordance with the PFP SOFA, as follows:

8.1.1 where responsibility for damage, injury or death can be determined the Party whose personnel were responsible shall pay the claim in accordance with the PFP SOFA on May 10, 1994;

8.1.2 where both Parties are responsible for the damage injury or death, the costs of handling and settling the claim shall be apportioned between the Parties based on their degree of responsibility for the damage, injury or death; and

8.1.3 where it is not possible to attribute responsibility for damage, injury or death, the costs of handling and settling the claim shall be distributed equally between the Parties.

8.2 Claims arising under a contract shall be resolved in accordance with the contract. Unless otherwise mutually determined by the Parties, the costs of claims arising as a consequence of a contract awarded pursuant to this Agreement shall be the sole responsibility of the Party which is the Party to the contract.

**ARTICLE IX
SETTLEMENT OF DISPUTES**

9.1 Disputes arising under or relating to this Agreement shall be resolved only through consultations between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

**ARTICLE X
ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION**

10.1 All obligations of the Parties under this Agreement shall be subject to national laws and regulations and the availability of appropriated funds for such purposes.

10.2 The Parent Party shall ensure that the Exchange Officer complies with all obligations and restrictions applicable to the Exchange Officer under this Agreement and Annexes to this Agreement.

10.3 This Agreement may be amended by the mutual written consent of the Parties.

10.4 This Agreement may be terminated at any time by written consent of both Parties. In the event both Parties determine to terminate this Agreement, the Parties shall consult prior to the date of termination.

10.5 Either Party may terminate this Agreement upon thirty (30) days' written notification to the other Party.

10.6 In the event of conflict between the terms of this Agreement and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA shall control. Any Letters of Offer and Acceptance (LOAs) associated with or related to this Agreement shall be terminated in accordance with their terms.

10.7 The respective rights and responsibilities of the Parties under Article V (Security) and Article VIII (Claims) shall continue, notwithstanding the termination or expiration of this Agreement.

10.8 No later than the effective date of expiration or termination of this Agreement, each Party shall remove its Exchange Officer(s) and such Exchange Officer's(s') dependents from the territory of the other Party and pay any money owed to the other Party under this Agreement. Any costs or expenses for

which a Party is responsible pursuant to Article IV of this Agreement, but which were not billed in sufficient time to permit payment prior to termination or expiration of this Agreement, shall be paid promptly after such billing.

10.9 This Agreement shall come into force upon signature by both Parties. This Agreement shall remain in force until September 30, 2008 and may be extended by written agreement of the Parties.

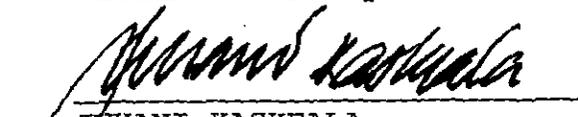
10.10 This Agreement consists of ten (10) Articles and two (2) Annexes.

DONE, in duplicate, in the English language, at 1130,
this 13th day July 2005.

ON BEHALF OF
U.S. Joint Forces Command


E.P. GIAMBASTIANI
Admiral, U.S. Navy
Commander

ON BEHALF OF
Finland Ministry of Defence


JUHANI KASKEALA
Admiral
Chief of Defence, Finland

Dated: 13 July 2005

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