

**AGREEMENT ON DEFENSE COOPERATION
BETWEEN
THE GOVERNMENT OF
THE REPUBLIC OF FINLAND
AND
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**

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The Government of the Republic of Finland (“Finland”) and the Government of the United States of America (the “United States”), hereinafter referred to collectively as “the Parties” and individually as a “Party”;

Cognizant of the rights and obligations deriving from the North Atlantic Treaty, signed at Washington on April 4, 1949;

Recognizing the need to enhance their common security, to contribute to international peace and stability, and to strengthen the existing partnership in the areas of defense and security;

Being determined to develop their individual and collective capacity to resist armed attacks and deter, counter, and defend against any aggressor, having particular regard to the Charter of the United Nations, done at San Francisco on June 26, 1945, and the North Atlantic Treaty, done at Washington on April 4, 1949, and the preservation of international peace and security;

Recognizing the Parties’ respective obligations and commitments under international law;

Considering that United States (“U.S.”) forces, their dependents, and U.S. contractors are present in the territory of Finland with the consent of Finland and that the purpose of such presence of U.S. forces is to further the efforts of the Parties to promote peace and security in the areas of mutual interest and benefit and to take part in common defense efforts;

Acknowledging that the presence of U.S. forces contributes to strengthening the security and stability of Finland and the region;

Taking into account the special status of the Åland Islands consistent with international law;

Desiring to share in the responsibility of supporting those U.S. forces that may be present in the territory of Finland in an equitable and sustainable manner;

Recognizing the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed at London June 19, 1951 (the “NATO SOFA”), which entered into force August 23, 1953, including provisions therein regarding separate arrangements supplementary to the NATO SOFA;

Recognizing the Acquisition and Cross Servicing Agreement Between the Ministry of Defence of Finland and the Department of Defense of the United States of America, signed at Helsinki and Stuttgart June 18 and July 9, 2008 (the “ACSA”), which entered into force October 16, 2008;

Recognizing the Agreement Between the Government of Finland and the Government of the United States of America concerning Security Measures for the Protection of Classified Information, signed at Helsinki June 27, 2012 (the “Information Security Agreement”), which entered into force May 1, 2013; and

Desiring to conclude an agreement on enhanced cooperation between Finland and the United States;

Have agreed as follows:

ARTICLE 1
SCOPE AND PURPOSE

1. In accordance with international law and with Finnish consent, this Agreement sets forth the framework for enhanced defense and security cooperation and partnership between Finland and the United States and supplements the terms and conditions set forth in the NATO SOFA that govern the presence of U.S. forces and their dependents in the territory of Finland and, in specific situations indicated herein, the presence and activities of U.S. contractors in the territory of Finland.

2. All activities under this Agreement shall be conducted with full respect for the sovereignty, laws, and international legal obligations of Finland, including with regard to the stockpiling of certain types of weapons on the territory of Finland.

ARTICLE 2 DEFINITIONS

For purposes of this Agreement, the following terms are hereunder defined:

1. "U.S. forces" means the entity comprising the force and the civilian component, and all property, official U.S. information, equipment, and materiel (including vehicles, vessels, and aircraft operated by or for the United States) of the U.S. Armed Forces present in the territory of Finland.

2. "Force" has the meaning set forth in Article I, Paragraph 1(a), of the NATO SOFA.

3. Except as otherwise provided in Article 15 of this Agreement, "civilian component" has the meaning set forth in Article I, Paragraph 1(b), of the NATO SOFA, and also includes:

a) employees of non-Finnish, non-commercial organizations who are nationals of the United States of America or ordinarily resident in the territory of the United States and who are not ordinarily resident in the territory of Finland, and who, solely for the purpose of contributing to the welfare, morale, or education of U.S. forces, are accompanying those forces in the territory of Finland; and

b) dependents employed by U.S. forces, including for the purposes of the military service activities contemplated in Articles 21 and 22 of this Agreement, and by the non-commercial organizations referred to in this Paragraph.

4. "U.S. contractors" means legal entities that are not incorporated, registered, nor ordinarily domiciled in the territory of Finland under Finnish law, including their employees who are not nationals of Finland nor ordinarily resident in the territory of Finland, and individuals who are not nationals of Finland nor ordinarily resident in the territory of Finland, when those entities or individuals are present in the territory of Finland under a contract or subcontract with the U.S. Department of Defense to supply goods and services in connection with activities under this Agreement.

5. "Finnish contractors" means legal entities that are incorporated, registered, or ordinarily domiciled in the territory of Finland under Finnish law, including their employees, employees of U.S. contractors who are nationals of Finland or ordinarily resident in the territory of Finland, and individuals who are nationals of Finland or ordinarily resident in the territory of Finland, when those entities or individuals are present in the territory of Finland under a contract or subcontract with the U.S. Department of Defense to supply goods and services in connection with activities under this Agreement.

6. "Dependent" has the meaning set forth in Article I, Paragraph 1(c), of the NATO SOFA, and also includes a family member of a member of the force or the civilian component who:

a) is financially, legally, or for reasons of health dependent upon and supported by such a member;

b) shares the quarters occupied by such a member; and

c) is present in the territory of Finland with the consent of the authorities of the force.

7. "Agreed Facilities and Areas" means the facilities and areas in the territory of Finland listed in Annex A to this Agreement that are used with the consent of Finland by U.S. forces, U.S. contractors, Finnish contractors, dependents, and others as mutually agreed.

8. "Executive Agent" means the U.S. Department of Defense for the United States and the Finnish Ministry of Defence for Finland, or their respective designees.

9. "Official U.S. information" means information that is owned by, produced for or by, or is subject to the control of the United States, including when such information is under the day-to-day control or usage of a contractor on behalf of the U.S. Government.

ARTICLE 3
ACCESS TO AND USE OF AGREED FACILITIES AND AREAS

1. Consistent with Article 1, Paragraph 2 of this Agreement, and with consultation and consideration of the views of the Parties, U.S. forces, U.S. contractors, Finnish contractors, dependents, and others as mutually agreed are authorized unimpeded access to and use of Agreed Facilities and Areas for visits; training; exercises; maneuvers; transit; support and related activities; refueling of aircraft; bunkering of vessels; landing and recovery of aircraft; temporary maintenance of vehicles, vessels, and aircraft; accommodation of personnel; communications; staging and deploying of forces and materiel; pre-positioning of equipment, supplies, and materiel; security assistance and cooperation activities; joint and combined training activities; humanitarian and disaster relief activities; contingency operations; construction in support of mutually agreed activities; and such other purposes as the Parties or their Executive Agents may agree, including those undertaken in the framework of the North Atlantic Treaty.

2. With full respect for portions designated by Finland or the Finnish Executive Agent for Finland's exclusive use, the Parties shall have joint access to and use of Agreed Facilities and Areas except for any portions thereof specifically designated by the Executive Agents for the exclusive access to and use of U.S. forces.

3. In furtherance of such activities and purposes, Finland authorizes U.S. forces to control entry to Agreed Facilities and Areas, or portions thereof, that have been provided for exclusive use by U.S. forces, and to coordinate entry with Finnish authorities at Agreed Facilities and Areas jointly used by U.S. forces and Finnish Defence Forces, for purposes of safety and security. The appropriate authorities of the Parties shall cooperate closely regarding operational and security concerns for access to Agreed Facilities and Areas, including by establishing mutually determined procedures as necessary.

4. When requested, the Finnish Executive Agent shall make reasonable efforts to facilitate temporary access to and use of private land and facilities (including roads, ports, and airfields), and public land and facilities (including roads, ports, and airfields) that are not a part of an Agreed Facility and Area, including those owned or controlled by Finland or by local authorities, by U.S. forces, U.S. contractors, and Finnish contractors for use in support of U.S. forces. U.S. forces, U.S. contractors, or Finnish contractors shall not bear the cost of such facilitation.

5. The Parties shall give due regard to operational and security concerns in the use of Agreed Facilities and Areas. The appropriate authorities of the Parties may establish procedures in this regard.

6. Finland shall make available, without rental or similar costs to U.S. forces, all Agreed Facilities and Areas, including those jointly used by U.S. forces and Finnish Defence Forces.

7. U.S. forces, U.S. contractors, and Finnish contractors may undertake construction activities on, and make alterations and improvements to, Agreed Facilities and Areas in furtherance of the activities and purposes set forth in Paragraph 1 of this Article. U.S. forces shall consult with the competent authorities of Finland on issues regarding such construction, alterations, and

improvements based on the Parties' shared intent that the technical requirements and construction standards of any such projects undertaken by or on behalf of U.S. forces should be consistent with the requirements and standards of the Parties. U.S. forces may carry out such construction, alterations, and improvements using its own equipment and personnel.

8. U.S. forces shall be responsible for the construction and development costs for Agreed Facilities and Areas provided for the exclusive use of U.S. forces, and for the operations and maintenance costs thereof, unless otherwise provided for in a separate arrangement or international agreement between the Parties.

9. The Parties shall be responsible on the basis of proportionate use for the construction and development costs and operations and maintenance costs of Agreed Facilities and Areas provided for joint use, or otherwise used jointly by U.S. forces and Finnish Defence Forces, unless otherwise provided for in a previous or subsequent arrangement or international agreement between the Parties.

10. Funding of construction projects undertaken by U.S. forces shall be in accordance with U.S. laws and regulations.

11. The Finnish Executive Agent shall facilitate the efforts of U.S. forces under this Article by obtaining the necessary Finland authorizations and permits for such construction, alterations, and improvements, performed by or on behalf of U.S. forces. Such authorizations and permits shall be issued without cost to U.S. forces, U.S. contractors, or Finnish contractors.

12. The Parties shall cooperate on planning regarding the use and development at, around, and adjacent to Agreed Facilities and Areas to ensure the implementation of this Agreement over the long term.

ARTICLE 4
PREPOSITIONING OF DEFENSE EQUIPMENT,
SUPPLIES, AND MATERIEL

1. Consistent with Article 1, Paragraph 2 of this Agreement, and with consultation and consideration of the views of the Parties, U.S. forces may transport, preposition, and store defense equipment, supplies, and materiel (“prepositioned materiel”) at Agreed Facilities and Areas, and at other locations as mutually agreed. U.S. forces shall notify, in advance, the Finnish Defence Forces regarding the types, quantities, and delivery schedules of such prepositioned materiel that U.S. forces intend to transport or preposition in the territory of Finland, as well as regarding U.S. contractors and Finnish contractors who make such deliveries.
2. The prepositioned materiel of U.S. forces and the facilities or portions thereof designated for storage of such prepositioned materiel shall be for the exclusive use of U.S. forces. U.S. forces shall have exclusive control over the access to, use of, and disposition of such prepositioned materiel and shall have the unencumbered right to remove such prepositioned materiel at any time from the territory of Finland.
3. U.S. forces, U.S. contractors, and Finnish contractors shall have unimpeded access to and use of storage facilities for all matters related to the prepositioning and storage of prepositioned materiel, including delivery, management, inspection, use, maintenance, and removal of such prepositioned materiel, regardless of whether these storage facilities are Agreed Facilities and Areas. Aircraft, vehicles, and vessels operated by or for U.S. forces shall have access to aerial ports and seaports of Finland and other locations, as agreed, for the delivery to, storage and maintenance in, and removal from the territory of Finland of U.S. forces’ prepositioned materiel.
4. The Executive Agents and other appropriate authorities of the Parties shall cooperate closely concerning activities under this Article.

ARTICLE 5
PROPERTY OWNERSHIP

1. All buildings, non-relocatable structures, and assemblies affixed to the land in Agreed Facilities and Areas, including those altered or improved by U.S. forces, shall remain the property of Finland. All such buildings, structures, and assemblies constructed by U.S. forces shall become the property of Finland, once constructed, but shall be used by U.S. forces until no longer needed by U.S. forces.

2. U.S. forces shall return as the sole and unencumbered property of Finland any Agreed Facility or Area, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by U.S. forces once no longer used by U.S. forces, provided that the United States shall incur no expense to do so. The Parties or their Executive Agents shall consult regarding the terms of return of any Agreed Facility or Area, including possible compensation for the mutually determined residual value of improvements or construction made by the United States.

3. U.S. forces, U.S. contractors, and Finnish contractors shall retain title to all goods, equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired within the territory of Finland in connection with this Agreement unless and until such time as they surrender title.

4. The Parties or their designees may consult regarding the possible transfer or purchase of U.S. forces' equipment determined to be excess to the needs of the United States, as may be authorized by U.S. laws and regulations.

ARTICLE 6 SECURITY

1. Recognizing that Finland is responsible for maintaining public order and security within its territory, Finland shall take such measures as are necessary to ensure the protection, safety and security of U.S. forces, U.S. contractors, Finnish contractors, dependents, and prepositioned materiel.

2. Finland authorizes U.S. forces to exercise the rights and authorities necessary for U.S. forces' use, operation, defense, or control of Agreed Facilities and Areas by taking necessary and proportionate measures within or in the immediate vicinity of Agreed Facilities and Areas, including measures to maintain or restore order and to protect U.S. forces, U.S. contractors, Finnish contractors, and dependents.

3. Finland is primarily responsible for ensuring the security and defense of U.S. forces and their military operations. In extraordinary circumstances, and in accordance with mutually approved security plans, U.S. forces may take necessary and proportionate measures beyond the immediate vicinity of Agreed Facilities and Areas to maintain or restore the security and defense of U.S. forces and continuity of their military operations.

4. Finnish authorities and U.S. forces authorities shall cooperate closely concerning activities under this Article, including by mutually approving security plans and coordinating security measures, unless the particular urgency of the situation does not permit coordination of the security measures. Except with respect to members of U.S. forces or dependents, U.S. forces authorities shall inform Finnish authorities as soon as practicable about any individuals that have been subject to such measures and shall coordinate, as necessary and appropriate, to enable Finnish authorities to take control of such individuals.

ARTICLE 7
ENTRY AND EXIT

1. Finland shall not require countersignature of movement orders under Article III, Paragraph 2(b), of the NATO SOFA.
2. In accordance with the NATO SOFA, Finland shall not require passports or visas for entry into and departures from the territory of Finland for members of the force holding the required personal identity card and a valid movement order. Further, Finland shall not require visas for entry into and departure from the territory of Finland for members of the civilian component, dependents, and U.S. contractors holding a valid passport and a U.S. Department of Defense identification card, movement order, or letter of authorization issued by the competent authority of the United States. Finnish authorities shall make any annotations required by Finnish law in the passports of members of the civilian component, U.S. contractors, and dependents.
3. U.S. forces, U.S. contractors, and dependents shall be exempt from regulations governing the registration and control of aliens.
4. Should a member of the U.S. forces die or leave the territory of Finland on transfer, the dependents of such member shall continue to be accorded the status of dependents under this Agreement for a period of ninety (90) days after such death or transfer. In cases where dependent children are enrolled in education facilities in the territory of Finland prior to the member's death or transfer, the dependents shall continue to be accorded the status of dependents for a period of not less than thirty (30) calendar days after the end of the school year or termination of enrollment.

ARTICLE 8
LOGISTICS SUPPORT

1. Finland shall use best efforts, considering its internal national requirements and available capabilities, to provide to U.S. forces, upon request, logistics support to conduct activities under this Agreement.

2. As appropriate, such logistics support shall be provided and reimbursement made in accordance with existing agreements or arrangements, including the ACSA, unless otherwise mutually agreed.

3. For any logistic support not addressed by Paragraph 2 of this Article, U.S. forces, U.S. contractors, and Finnish contractors shall pay reasonable costs for logistics support requested and received in connection with activities under this Agreement. In this regard, Finland shall accord to U.S. forces, and U.S. contractors, and Finnish contractors, treatment no less favorable than is accorded to the Finnish Defence Forces, in accordance with procedures mutually agreed and, consistent with Article 16 of this Agreement, less taxes, fees, and similar charges.

ARTICLE 9
MOTOR VEHICLES

1. Finnish authorities shall honor the registration, inspection, and licensing by U.S. military authorities and civilian authorities of the United States, its States, or political subdivisions, of motor vehicles and trailers of U.S. forces, U.S. contractors, and dependents. Upon the request of U.S. forces authorities, Finnish authorities shall issue without charge any documents and vehicle markings normally required to operate vehicles in the territory of Finland. Such vehicle markings for private motor vehicles of the members of the U.S. forces, U.S. contractors, and dependents shall be indistinguishable from those issued to the Finnish population at large.
2. Upon the request of U.S. forces authorities, Finnish authorities shall issue without charge military license plates for U.S. forces' official, non-tactical vehicles in accordance with procedures established for the Finnish Defence Forces, and license plates that are indistinguishable from those issued to the Finnish population at large for private motor vehicles of the members of the U.S. forces, U.S. contractors, and dependents.
3. It is the duty of members of the U.S. forces, U.S. contractors, and dependents to respect the law of Finland regarding automobile liability insurance coverage for their privately owned or operated motor vehicles and trailers while in the territory of Finland.
4. U.S. forces authorities shall take adequate safety measures with respect to motor vehicles and trailers registered and licensed by them or used by U.S. forces in the territory of Finland.
5. It is the duty of members of the U.S. forces, U.S. contractors, and dependents to maintain the adequate safety of their privately-owned motor vehicles and trailers operated in the territory of Finland. To this end, such motor vehicles and trailers registered in the territory of Finland shall be subject to applicable periodic technical inspections.

ARTICLE 10
LICENSES

1. A license or other permit issued by U.S. authorities to a member of the U.S. forces or a U.S. contractor, empowering the holder to operate vehicles, vessels, or aircraft of the force shall be valid for such operation within the territory of Finland.

2. Finnish authorities shall accept as valid, without a driving test or fee, driving licenses issued by the United States, its States, or political subdivisions for the operation of private motor vehicles by members of the U.S. forces and their dependents, and U.S. contractors. International drivers' licenses shall not be required.

3. Finland shall not require members of the U.S. forces or U.S. contractors to obtain professional licenses issued by Finland in relation to the provision of goods and services provided as part of their official or contractual duties in connection with this Agreement to U.S. forces and their dependents, or to U.S. contractors, as well as to other persons as mutually agreed, provided they hold a valid U.S. professional license, professional license from a Member State of the European Union or European Economic Area, or other adequate professional qualifications accepted by U.S. authorities.

ARTICLE 11
MOVEMENT OF AIRCRAFT, VESSELS, AND VEHICLES

1. The entry, exit, and free movement within the territory of Finland of aircraft, vessels, and vehicles operated by or exclusively for U.S. forces under this Agreement shall be consistent with Article 1, Paragraph 2 of this Agreement, and with consultation and consideration of the views of the Parties.
2. In accordance with appropriate coordination and notification procedures, aircraft, vessels, and vehicles operated by or exclusively for U.S. forces may enter, exit, and move freely within the territory of Finland. Such aircraft, vessels and vehicles shall respect the relevant rules of air, maritime, and land safety, and movement, including identified restricted areas and the special status of the Åland Islands. Such aircraft shall be authorized to over-fly, conduct aerial refueling, land, and take off within the territory of Finland. Aircraft, vessels, and vehicles operated by or exclusively for U.S. forces shall be free from boarding and inspection without the consent of the United States.
3. Aircraft operated by or exclusively for U.S. forces shall not be subject to air navigation fees, dues, or other charges (such as overflight, en route, or terminal navigation fees), and shall not be subject to landing or parking fees at government-owned and operated airfields in the territory of Finland.
4. Vessels operated by or exclusively for U.S. forces shall not be subject to payment of pilotage or port fees, lighterage charges, harbor dues, or similar charges at government-owned and operated ports in the territory of Finland.
5. U.S. forces, U.S. contractors, and Finnish contractors operating on behalf of U.S. forces shall pay reasonable charges for services requested and received, at rates no less favorable than those paid by the Finnish Defence Forces and, consistent with Article 16 of this Agreement, less taxes, fees, and similar charges.

ARTICLE 12
CRIMINAL JURISDICTION

1. Finland recognizes the particular importance of U.S. forces authorities' disciplinary control over members of the U.S. forces and the effect that such control has on operational readiness. Therefore, at the request of the United States and in furtherance of its commitment to mutual defense, Finland hereby exercises its sovereign discretion to waive its primary right to exercise criminal jurisdiction over members of U.S. forces as provided by Article VII, Paragraph 3(c), of the NATO SOFA.

2. In specific cases that Finland considers to be of particular importance, Finnish authorities may withdraw the waiver by providing a statement in writing to the competent U.S. forces authorities not later than thirty (30) days after receipt of the notification described in Paragraph 3 of this Article.

3. U.S. forces shall notify the Finnish authorities in writing of each case falling under the provisions of Paragraph 1 of this Article, except for offenses that carry a maximum punishment of a fine or confinement of one (1) year or less according to U.S. law.

4. Whenever a member of the U.S. forces, or a dependent, is prosecuted by Finnish authorities, jurisdiction shall be exercised by Finnish civilian courts of ordinary jurisdiction.

5. Members of the U.S. forces and dependents shall not be tried *in absentia* without their consent.

6. For purposes of determining whether an alleged criminal offense has arisen out of any act or omission done in the performance of official duty by a member of the U.S. forces under Article VII, Subparagraph 3(a)(ii), of the NATO SOFA, determination by the appropriate U.S. forces authority in the territory of Finland that such act or omission was done in the performance of official duty shall constitute conclusive proof of the fact. Finnish authorities may present any information bearing on the official duty determination and U.S. authorities shall take full account of such information and the Parties shall consult as soon as possible. In those instances where Finnish authorities believe the circumstances require review of the duty determination, Finnish authorities retain the option of requesting confirmation from higher U.S. authorities.

7. The appropriate authorities of the Parties shall cooperate and exchange information, as appropriate, in order to facilitate victims' rights, including potential victim's claims for compensation under internal national systems.

ARTICLE 13
CUSTODY AND ACCESS

1. Finnish authorities shall notify U.S. forces authorities immediately when a member of the U.S. forces, or a dependent, is arrested or detained by Finnish authorities. U.S. forces authorities shall have prompt access, in coordination with Finnish authorities, to any such individual whenever requested, and shall be permitted to be present during all proceedings, including interrogations of such member or dependent by Finnish authorities.

2. A member of the U.S. forces or a dependent under investigation or pending trial by Finnish authorities shall remain or be placed under the control of U.S. forces authorities, if such authorities so request, until the conclusion of all related judicial proceedings (including appellate proceedings). In such cases, U.S. forces authorities shall ensure the appearance at such proceedings of the member of the force. U.S. forces authorities shall only request that a member of the civilian component or a dependent remain under the control of or be handed over to U.S. forces authorities if those authorities are able to ensure the appearance of the requested person at judicial proceedings. U.S. forces authorities shall take full consideration of the terms and conditions provided in writing by Finnish authorities in determining the preventative measures and degree of restraint to be imposed on such an individual, to the extent permitted by applicable U.S. law and regulations.

3. U.S. forces authorities shall give sympathetic consideration to a request by Finnish authorities for custody of or temporary access to a member of the U.S. forces or a dependent in U.S. custody.

4. In the event Finnish judicial proceedings are not completed within one (1) year of their commencement, U.S. forces authorities shall be relieved of any obligations under Paragraph 2 and 3. This period of time may be extended by six (6) months as agreed to by U.S. forces authorities and Finnish authorities. Such an extension shall be agreed to unless this jeopardizes the defendant's right to a speedy trial. Any further extensions shall be by mutual agreement.

5. Any period of time spent in restraint exercised by Finnish authorities or custody exercised by U.S. forces authorities shall be credited against any sentence to confinement eventually adjudged in the same case.

6. Except as otherwise agreed by the Parties, confinement imposed by a Finnish court upon a member of the U.S. forces, or a dependent, shall be served in one or more Finnish penal institutions designated for such purposes by the Parties. In coordination with Finnish authorities, U.S. forces authorities shall be permitted to visit such persons outside of regular visiting hours and to provide such persons with assistance, including for their health, welfare, and morale, such as clothing, food, bedding, medical and dental care, and religious counseling. In coordination with Finnish authorities, family members shall be permitted to visit such persons in accordance with regular visiting hours and as also may be agreed by special arrangement, and to provide such persons with assistance, including for their health, welfare, and morale, such as clothing, food, bedding, medical and dental care, and religious counseling.

ARTICLE 14
DISCIPLINE

1. U.S. forces authorities shall be responsible for the maintenance of discipline and order over U.S. forces and, for this purpose, may police the premises where U.S. forces are located as described in Article VII, Paragraph 10 (a), of the NATO SOFA, including Agreed Facilities and Areas.

2. Recognizing that Finland is responsible for maintaining public order within its territory, U.S. forces authorities may authorize the use of military police units in so far as is necessary for the maintenance of discipline and order over U.S. forces in communities near military facilities and areas where U.S. forces are located, in accordance with mutually determined procedures and in cooperation with Finnish officials.

ARTICLE 15 CLAIMS

1. Members of the U.S. forces, including the civilian component, shall not be subject to any proceedings for civil claims or administrative penalties arising out of acts or omissions attributable to such persons done in the performance of their official duties. Such claims may be presented to the appropriate Finnish authorities and processed according to the provisions contained in Article VIII of the NATO SOFA.

2. For purposes of this Article, the term “civilian component” shall include all persons, regardless of their nationality or place of residence, who are U.S. Government employees acting in the performance of official duty as assigned by U.S. forces, but shall not include U.S. contractors, Finnish contractors, and employees of those contractors or of non-commercial organizations, regardless of their nationality or place of residence.

3. For purposes of determining whether potential civil liability has arisen out of any act or omission done in the performance of official duty by a member of the U.S. forces, including the civilian component, certification by the appropriate U.S. forces authority that such act or omission was done in the performance of official duty shall constitute conclusive proof of the fact. Finnish authorities may present any information bearing on the official duty determination and U.S. authorities shall take full account of such information and the Parties shall consult as soon as possible. In those instances where Finnish authorities believe the circumstances require review of the duty determination, Finnish authorities retain the option of requesting confirmation from higher U.S. authorities.

4. Members of the U.S. forces, including the civilian component, shall not suffer default judgments or actions prejudicial to their interests when official duties or duly authorized absences temporarily prevent their attendance at non-criminal proceedings.

ARTICLE 16
OFFICIAL TAX EXEMPTIONS

1. With respect to value added taxes (“VAT”), sales taxes, use taxes, excise taxes, or similar or successor taxes, an exemption shall apply to acquisitions by or for U.S. forces of goods, materiel, supplies, services, equipment, and other property (a) acquired for the ultimate use by U.S. forces; (b) to be consumed in the performance of a contract with or on behalf of U.S. forces; or (c) to be incorporated into articles or facilities used by U.S. forces. U.S. forces shall provide to competent Finnish authorities an appropriate certification that such goods, materiel, supplies, services, equipment, and other property are for U.S. forces.

2. An exemption shall be applied to acquisitions referred to in Paragraph 1 of this Article in accordance with mutually determined procedures. The exemption shall be applied at the point of purchase, provided the transaction is accompanied by the appropriate certification referred to in Paragraph 1 of this Article. The exemption from excise taxes shall be applied at the point of purchase only if the goods, materiel, equipment, and other property are purchased from a tax warehouse or directly from the Finnish Defence Forces. In all other cases, or in the event a vendor is unable to provide such point of purchase exemption, the exemption shall be granted by reimbursement within thirty (30) days of receipt of a request.

ARTICLE 17
PERSONAL TAX EXEMPTIONS

1. Members of the U.S. forces and dependents shall not be liable to pay any tax, fee, license charge, or similar charges, including VAT, in the territory of Finland on the purchase, ownership, possession, use, transfer between themselves, or transfer in connection with death, of their tangible movable property imported into the territory of Finland or acquired there for their own personal use. The exemption shall be applied in accordance with mutually determined procedures. Any reimbursement shall be provided within thirty (30) days of a receipt of a request. Members of the U.S. forces and dependents who possess or use sound and television broadcast receiving apparatus and Internet-capable devices in the territory of Finland shall be exempt from taxes, fees, license charges, or similar charges related to such use or possession. Motor vehicles owned by members of the U.S. forces and dependents shall be exempt from Finnish road taxes, registration or license fees, and similar charges, but not from the payment of tolls for the use of roads, bridges, and tunnels paid by members of the general public.

2. The exemption from taxes on income provided by Article X of the NATO SOFA shall also apply to:

- a) income received by members of the U.S. forces, dependents, and employees of U.S. contractors who are not nationals of Finland nor ordinarily resident in the territory of Finland from employment with the organizations referred to in Article 2, Paragraph 3 of this Agreement; and activities addressed in Articles 21 and 22 of this Agreement;
- b) income received by members of the U.S. forces and dependents from the U.S. Government, or any individual, corporation, or entity other than Finnish individuals, corporations, or entities ordinarily residing or domiciled in the territory of Finland for tax purposes; and
- c) salaries, wages, and other similar remuneration received by employees of U.S. contractors who are present in the territory of Finland solely to perform a contract or subcontract for U.S. forces from employment under such contract or subcontract, as well as income received by such employees of U.S. contractors from any individual, corporation, or entity other than Finnish individuals, corporations, or entities ordinarily residing or domiciled in the territory of Finland for tax purposes.

3. The provisions of Finnish laws and regulations pertaining to the obligation of an employer or self-employed individual to withhold or prepay income taxes and social security contributions shall not be applicable to income exempt from taxation in the territory of Finland.

ARTICLE 18
OFFICIAL IMPORTATION AND EXPORTATION

1. With reference to Article XI of the NATO SOFA, goods, materiel, supplies, equipment, and other property (a) imported by U.S. forces; (b) which are for the ultimate use by or for U.S. forces, including to support military service activities provided for in Articles 21 and 22 of this Agreement; (c) which are to be used or consumed in the performance of a contract with or on behalf of U.S. forces; or (d) which are to be incorporated into articles or facilities used by U.S. forces, shall be permitted entry into the territory of Finland. Such entry shall be free from duties, import or registration fees, and other similar charges, including but not limited to use taxes, excise taxes, and VAT.
2. The exportation from the territory of Finland of the goods, materiel, supplies, equipment, and other property referred to in Paragraph 1 of this Article shall be exempt from Finnish export duties.
3. The Parties shall cooperate as necessary to ensure that the quantities of goods, materiel, supplies, equipment, and other property imported are reasonable. U.S. forces shall provide Finnish authorities an appropriate certificate, as provided for in Article XI, Paragraph 4 of the NATO SOFA, that such goods, materiel, supplies, equipment, and other property qualify for the exemption under the terms of this Article. Deposit of the certificate shall fulfill any customs declaration and inspection requirements by Finnish authorities of the items imported and exported by or for U.S. forces under this Article.
4. When goods, materiel, supplies, equipment, and other property are imported by U.S. contractors or Finnish contractors under the terms of this Article, U.S. forces shall require the contractors to use the items exclusively for the execution of U.S. forces' contracts.
5. The goods, materiel, supplies, equipment, and other property referred to in Paragraph 1 of this Article shall be exempt from any tax or other charge that would otherwise be assessed upon such property after its importation or acquisition.
6. The appropriate authorities of the Parties shall work together to safeguard against abuse of the exemptions within this Article.

ARTICLE 19
PERSONAL IMPORTATION, EXPORTATION, AND TRANSFER OF GOODS

1. Members of the U.S. forces, dependents, and U.S. contractors may import their personal effects, furniture, one (1) private motor vehicle per person eighteen (18) years or older, and other goods intended for their personal or domestic use or consumption free of customs duty and taxes during their assignment in the territory of Finland. This privilege shall apply not only to goods that are the property of such persons but also to goods sent to them by way of gift or delivered to them in fulfillment of contracts concluded with persons not domiciled in the territory of Finland. Such imports may not exceed reasonable amounts for personal use and must not indicate, by their nature or quantity, that the goods are being imported for commercial reasons. This Paragraph, including consideration of any restrictions on importation of certain items, shall be implemented in accordance with mutually determined procedures.
2. The goods referred to in Paragraph 1 of this Article and other goods acquired free of taxes and/or duties may not be sold or otherwise transferred to persons in the territory of Finland who are not entitled to import such goods duty free, unless such transfer is approved by the appropriate Finnish authorities. Such approval shall not be required for gifts to charity. Payment of any taxes due as the result of transactions with persons not entitled to import such goods shall be the responsibility of the ultimate recipient of such goods. Members of the U.S. forces, dependents, and U.S. contractors may freely transfer property referred to in Paragraph 1 of this Article between themselves and such transfers shall be free of tax and/or duty. U.S. forces shall maintain records of these transfers of tax or duty free merchandise. Finnish authorities shall accept duly filed police reports as conclusive proof that duty and tax free goods of members of the U.S. forces, dependents, and U.S. contractors have been stolen, which shall relieve the individuals of any liability for payment of the tax or duty.
3. Members of the U.S. forces, dependents, and U.S. contractors may re-export (or export) free of export duties or charges, any goods imported (or acquired) by them into the territory of Finland during their period of duty.
4. The appropriate authorities of the Parties shall work together to safeguard against abuse of the exemptions within this Article.

ARTICLE 20
CUSTOMS PROCEDURES

1. Finland shall take all appropriate measures to ensure the smooth and rapid clearance of imports and exports contemplated under this Agreement. Any customs inspection shall take place expeditiously.
2. Customs inspections under this Agreement shall be carried out in accordance with procedures mutually agreed between the appropriate Finnish authorities and U.S. forces. Any customs inspection by Finnish customs authorities of incoming or outgoing personal property of members of the U.S. forces or dependents shall be conducted when the property is delivered to or picked up from the individual's residence or in accordance with mutually determined procedures.
3. Official U.S. information may be imported into and exported from the territory of Finland without being subjected to inspection. Official U.S. information shall be appropriately marked and shall be certified as such by the appropriate U.S. forces authorities.
4. U.S. forces authorities shall establish the necessary measures at facilities where U.S. forces are located to prevent abuses of the rights granted under the customs provisions of the NATO SOFA and this Agreement. U.S. forces authorities and Finnish authorities shall cooperate in the investigation of any alleged customs violations.

ARTICLE 21
MILITARY SERVICE ACTIVITIES

1. U.S. forces may establish military service exchanges, commissaries, other sales outlets, open messes, social and educational centers, and recreational service areas in the territory of Finland at mutually agreed locations for use by members of the U.S. forces, dependents, and other authorized personnel as mutually agreed. U.S. forces authorities may operate and maintain the foregoing military service activities directly or through contract. No license, permit, inspection, or other regulatory control shall be required by Finland for these military service activities. The appropriate authorities of the Parties shall cooperate regarding any concerns that may arise in connection of these activities.

2. U.S. forces may enter into contracts with financial institutions to operate banking and other financial activities in the territory of Finland for the exclusive use of U.S. forces, U.S. contractors, and dependents.

3. The activities and organizations referred to in this Article shall be accorded the same fiscal and customs exemptions granted to U.S. forces. Such activities and organizations shall be maintained and operated in accordance with applicable U.S. regulations. Such activities and organizations shall not be required to collect or pay taxes or other fees for activities related to their operations.

4. U.S. forces shall adopt appropriate measures to prevent the sale of goods and property imported into or acquired in the territory of Finland by the activities and organizations referred to in Paragraphs 1 and 2 of this Article to persons who are not authorized to patronize such activities or organizations.

ARTICLE 22
MILITARY POST OFFICES

1. The United States may establish, maintain, and operate military post offices for use by U.S. forces, dependents, U.S. contractors, and others as mutually agreed.
2. Mail posted at such post offices may bear U.S. stamps.
3. U.S. forces' official mail shall be exempt from inspection, search, or seizure.
4. U.S. forces authorities shall establish appropriate and necessary measures at military post offices to prevent the improper importation of goods into the territory of Finland by authorized users.

ARTICLE 23
CURRENCY AND EXCHANGE

1. U.S. forces shall have the right to import, export, and use U.S. currency or financial instruments expressed in the currency of the United States in any amount.

2. U.S. forces authorities may distribute to or exchange for members of the U.S. forces and dependents currency of, and instruments denominated in, the currency valid in:
 - a) the United States of America;
 - b) Finland;
 - c) the Euro zone; and
 - d) any other country, to the extent required for the purpose of authorized travel, including travel on leave.

3. Members of the U.S. forces and dependents may:
 - a) Import and export U.S. currency and instruments denominated in currency of the United States; and

 - b) Export from the territory of Finland any currency, and instruments denominated in any such currency, provided that such U.S. forces or dependents have either imported such currency or instruments into the territory of Finland, or received such currency or instruments from U.S. forces.

ARTICLE 24
LABOR

1. U.S. forces and organizations conducting those military service activities described in Articles 21 and 22 of this Agreement may recruit and employ dependents, as well as persons authorized to be employed in the territory of Finland, and may administer the employment of those individuals in accordance with this Article. Dependents shall not be required to possess a work permit for the employment referenced in this Article.

2. Terms and conditions of employment shall be set by U.S. forces and such organizations in accordance with applicable U.S. laws and regulations. Such terms and conditions shall respect the provisions of Finnish law pertinent to labor, including prevailing wages, safety conditions, and standard work hours, to the degree and under conditions that are not inconsistent with this Agreement or the military requirements of U.S. forces. U.S. forces may terminate employment of a local civilian employee due to security concerns, misconduct, or other operational requirements. The United States does not waive any immunity, including sovereign immunity, regarding the employment of such personnel.

ARTICLE 25
CONTRACTING PROCEDURES

1. U.S. forces may contract for any goods, materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of Finland without restriction as to choice of contractor, supplier, or person who provides such goods, materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with U.S. laws and regulations. Offerors and contractors shall be clearly informed of the applicable laws and regulations in the solicitation and contract documents. The Parties intend to be mindful of each other's requirements with regard to their contracts for goods, materiel, supplies, equipment, or services.

2. Finland shall accord to U.S. forces treatment in the matter of procurement of goods, services, and utilities no less favorable than is accorded to the Finnish Defence Forces.

ARTICLE 26
STATUS OF U.S. CONTRACTORS

U.S. contractors shall be exempt from Finnish laws and regulations with respect to the terms and conditions of their employment to perform work under contracts with U.S. forces, and with respect to the licensing and registration of businesses and corporations solely with regard to the provision of goods and services to U.S. forces in the territory of Finland. Such contractors also shall be exempt from all taxes, including corporate and excise taxes arising solely from the delivery to U.S. forces of goods or services, or from construction of facilities for U.S. forces. Such contractors also shall not be subject to any form of income or profits tax by Finland or its local authorities on that portion of its income or profits derived from a contract or subcontract with U.S. forces.

ARTICLE 27
ENVIRONMENT, PUBLIC HEALTH, AND SAFETY

1. The Parties agree to implement this Agreement in a manner consistent with the protection of the natural environment of Finland and public health, including with regard to animal and plant disease, and safety, and to pursue a preventive rather than reactive approach to environmental protection, public health, and safety. To this end, the competent authorities of the Parties shall cooperate to ensure problems that may arise, including with regard to the release of hazardous waste or hazardous materials, are dealt with immediately in order to prevent any lasting damage to the environment or endangerment of public health and safety. The United States shall respect relevant Finnish environmental, health, and safety laws in the execution of U.S. policies. Finland confirms its policy to implement environmental, health, and safety laws, regulations, and standards with due regard for the health and safety of U.S. forces, dependents, and U.S. contractors. The competent authorities of the Parties shall cooperate on matters pertaining to the environment, public health, and safety.

2. To assist in the environmentally sound management of hazardous wastes, Finland shall designate an entity as the competent authority for the purpose of its required notifications under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, adopted at Basel on March 22, 1989, and any implementing legislation. U.S. forces shall provide the information required for Finland to comply with such obligations.

ARTICLE 28
UTILITIES AND COMMUNICATIONS

1. U.S. forces, U.S. contractors, and Finnish contractors shall be allowed to use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the Finnish Defence Forces or Finland in like circumstances and, consistent with Article 16 of this Agreement, less taxes or other government fees or charges. U.S. forces' costs shall be equal to their pro rata share of the use of such utilities.

2. The Parties recognize that it may be necessary for U.S. forces to use the radio spectrum. The United States shall be allowed to operate its own telecommunication systems (as "telecommunication" is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use the necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States. U.S. forces shall make every reasonable effort to coordinate in advance the use of frequencies with the Finnish Executive Agent.

ARTICLE 29
IMPLEMENTATION AND DISPUTES

1. All obligations under this Agreement shall be subject to the availability of appropriated funds authorized for these purposes.
2. In furtherance of this Agreement, the appropriate authorities of the Parties under their respective laws may exchange information, including personal data, as necessary and appropriate. Any information exchanged in connection to activities under this Agreement, including personal data, is for the purpose of enhancing defense and security cooperation. The Parties shall protect the information received from the other Party in accordance with applicable international agreements between the Parties and their respective laws and regulations.
3. As appropriate, the Parties or their Executive Agents may enter into implementing agreements or arrangements to carry out the provisions of this Agreement.
4. The Executive Agents shall consult as necessary to ensure the proper implementation of this Agreement. The Executive Agents shall develop procedures for consultation between their respective staffs on all matters concerning the effective implementation of this Agreement.
5. Disputes concerning interpretation and application of this Agreement shall be resolved at the lowest level possible and, as necessary, elevated to the Executive Agents for consideration and resolution. Those disputes that cannot be resolved by the Executive Agents shall be referred to the Parties for consultation and resolution, as appropriate.
6. Disputes and other matters subject to consultation under this Agreement shall not be referred to any national court, or to any international court, tribunal, or similar body or to any other third party for settlement.

ARTICLE 30
ENTRY INTO FORCE, AMENDMENT, AND DURATION

1. This Agreement shall enter into force on the first (1st) day of the second (2nd) month following the date of the later note by which the Parties notify each other through diplomatic channels of the fulfillment of their respective domestic procedures necessary for the entry into force of this Agreement.
2. This Agreement may be amended by written agreement of the Parties.
3. This Agreement shall have an initial term of ten (10) years. After the initial term, it shall continue in force, but may be terminated by either Party upon one (1) year's written notice to the other Party through diplomatic channels.
4. Annex A to this Agreement shall form an integral part of this Agreement and may be amended by written agreement of the Parties or their Executive Agents.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, this 18 day of Dec., 2023, in duplicate, in the Finnish and English languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF FINLAND:**



**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**



ANNEX A

Agreed Facilities and Areas

- Ivalo, Border Guard Base (military use facilities and areas)
- Kuopio-Rissala, Karelia Air Command Air Base
- Niinisalo Garrison and Pohjankangas-Hämeen kangas Training Areas
- Parkano Military Storage Area
- Raasepori Garrison and Syndalen Training Area
- Rovajärvi Training Area including Misi Military Storage Area
- Rovaniemi, Lapland Air Command Air Base and Jaeger Brigade Garrison
- Skinnarvik Military Storage Area
- Tammela Military Storage Area
- Tampere-Pirkkala, Satakunta Air Command Air Base
- Tervola Military Storage Area
- Jyväskylä-Tikkakoski, Air Force Academy Air Base
- Upinniemi Navy Base and Garrison in Kirkkonummi including Russarö Island
- Veitsiluoto Military Storage Area
- Vekaranjärvi Garrison and Pahkajärvi Training Area