MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK

THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND

THE MINISTRY FOR FOREIGN AFFAIRS OF THE REPUBLIC OF ICELAND

AND

THE GOVERNMENT OF THE KINGDOM OF SWEDEN

CONCERNING

NORDIC COOPERATION

ON

THE UTILISATION

OF

AIR TRANSPORT ASSETS

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MEMORANDUM OF UNDERSTANDING

The Ministry of Defence of the Kingdom of Denmark,

The Ministry of Defence of the Kingdom of Norway,

The Ministry of Defence of the Republic of Finland,

The Ministry for Foreign Affairs of the Republic of Iceland, and

The Government of the Kingdom of Sweden,

Hereinafter to be referred to as "Participants";

Acknowledging the ambition of the partnership and cooperation that exists between the Participants, and desiring to further develop mutual relations in the field of Air Transport in a way that is based on mutual respect, confidence and good will as stated in the Letter of Intent concerning the establishment of Nordic Tactical Air transportation cooperation dated 5th November 2012;

Having regard to Nordic Defence Cooperation (NORDEFCO) Memorandum of Understanding signed 4th November 2009 and the general Security Agreement on Mutual Protection and Exchange of Classified Information dated 7th May 2010;

Recognising the Participants longstanding cooperation in NORDEFCO and other agreements as well as regular meetings of the Nordic Ministers of Defence and the annual meetings of the State Secretaries/Permanent Secretaries, Chiefs of Defence and other representatives of defence establishments;

Considering that the cooperation between the Participants can be the framework for further reaching international cooperation in wider coalitions and that an increased

efficiency and logistic synergy can be achieved by creating and promoting the cooperation between the Participants;

Have reached the following understanding:

Section 1. DEFINITIONS

For the purpose of this Memorandum of Understanding (MoU) the following definitions will apply:

1.1. Participants are the signatories to this MoU.

1.2. Air Transport Assets: Air transport assets owned by the Participants, assets owned by the Participants in partnership with others, leased or rented by the Participants or otherwise made available to the Participants.

Section 2. REFERENCE DOCUMENTS

2.1. The Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, done in London on 19th June 1951 (NATO SOFA).

2.2. 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 in Brussels on 19th June 1995 (PfP SOFA).

2.3. MoU concerning the Nordic Defence Cooperation (NORDEFCO) dated 4th November 2009.

2.4. Letter of Intent on Nordic Tactical Air Transportation dated 5th November 2012.

2.5. ATARES Technical Arrangement regarding Mutual Support through Exchange of Services in the realm of air force activity dated 1st February 20011.

2.6. General Security Agreement on the Mutual Protection and Exchange of Classified Information, dated 7th May 2010.

Section 3. PURPOSE AND SCOPE

3.1. The purpose of this MoU is to lay down guiding principles for the Nordic cooperation for the utilization of air transport assets in order to achieve and increase operational effects and cost efficiencies.

3.2. Cooperation under this MoU covers air transport assets owned by the Participants, assets owned in partnership with others, leased or rented assets or assets otherwise made available to the Participants.

3.3. The participants will make Air Transport assets available for the cooperation to a maximum extend, however each Participant retain the right to decide upon the commitment of assets available for cooperation.

3.4. The Participants will aim at negotiating common arrangements such as, but not limited to, leasing of civilian Air Transport Assets and Service and Support agreements, exploiting synergies from scale and reducing cost.

3.5. This MoU will under no circumstances preclude the independent execution of the Participants´ respective national tasks as well as other international commitments.

3.6. This MoU is not intended to conflict with international- or national law of the Participants. In case of a conflict, international law and national law will prevail. The Participants will notify each other in the event of such conflict.

Section 4. PRINCIPLES

4.1. The Participants will offer available assets to each other using the ATARES system as preferred choice for compensation of executed services. If monetary reimbursement is used, assets will be offered to the lowest

possible cost and as close to self-cost as possible in compliance with the principles as laid down in this MoU.

4.2. The framework created under this MoU will ensure that the utilization of the assets of the Participants will be carried out through joint coordination and planning, furthering personal networks between the Participants and burden sharing based on joint transports or combination of training and transport needs.

4.3. The Participants will implement this MoU through arrangements concerning the details of the cooperation and other issues as deemed necessary. These arrangements will be laid down in Technical Agreements (TA) or other documents to be signed on military level. If any inconsistency or ambiguity exists between this MoU and related TA, the MoU will have precedence.

Section 5. SUPERVISION OF THE COOPERATION

5.1. NORDEFCO Military Coordination Committee (MCC) will have the monitoring and supervision responsibility of this MoU.

5.2. This MoU will be reviewed when deemed necessary by the Participants collectively or when requested by one of the Participants.

Section 6. FINANCIAL

6.1. Unless otherwise decided, each Participant will cover its own expenses derived from activities and projects conducted under the auspices of this MoU.

6.2. Costs derived from utilization of assets under this MoU will be covered as described in Section 4 in this MoU.

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Section 7. CLAIMS, LIABILITIES AND DISPUTES

7.1. Claims arising out of or in connection with the execution of this MoU between the Participants will dealt with in accordance with the provisions of article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces of 19 June 1951 (NATO SOFA).

7.2. Claims not covered by Article VIII of the NATO SOFA are dealt with by the Participants involved, and are settled on a case by case basis in accordance with applicable rules and regulations

7.3. Any dispute regarding the interpretation or application of this MoU will be resolved through negotiations between the Participants at the lowest level possible, and will not be referred to any national or international tribunal or other third person for settlement.

Section 8. COOPERATION WITH OTHERS THAN THE PARTICIPANTS

8.1. Activities or projects with other parties than the Participants to this MoU will be based upon a pragmatic approach, as a result of a defined needs assessment. The NORDEFCO Policy Steering Committee (PSC) has the authority to approve cooperation with others than the Participants. The provisions under which such cooperation may be performed will be formulated by the partakers to a specific activity or project.

Section 9. ACCESSION TO THIS MOU

9.1. Accession to this MoU is possible by addressing the NORDEFCO Chair Nation. The NORDEFCO Policy Steering Committee (PSC) has the authority to approve additional participants and to define the arrangements under which new Participants join this MoU.

9.2. The addition of new Participants will require an amendment to this MoU.

Section 10. FINAL PROVISIONS

10.1. This MoU and any Technical Arrangement implementing this MoU are not intended to constitute treaties under Article 2 of the 1969 Vienna Convention on the Law of Treaties.

10.2. This MoU will become effective upon the date of the last signature.

10.3. This MoU can be amended by unanimous decision of the Participants. Amendments will become effective upon the date of the last signature.

10.4. Any participant may withdraw from this MoU by giving a twelve-month's written notice to the other Participants. All outstanding issues will be settled before the termination enters into force.

10.5. Participants may terminate this MoU by unanimous written decision.

Signed in the English language in five originals at Helsinki on 4th December 2013.

The Ministry of Defence of the Kingdom of Denmark
Kristian Fischer, Deputy Permanent Secretary of State for Defence

The Ministry of Defence of the Kingdom of Norway
Ine Eriksen Søreide, Minister of Defence

The Ministry of Defence of the Republic of Finland
Carl Haglund, Minister of Defence

The Ministry for Foreign Affairs of the Republic of Iceland
Einar Gunnarsson, Permanent Secretary of State at the Ministry for Foreign Affairs

The Government of the Kingdom of Sweden
Karin Enström, Minister for Defence