

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF FINLAND

AND

THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE

AND

HEADQUARTERS SUPREME ALLIED COMMANDER TRANSFORMATION

TO SUPPLEMENT THE PARIS PROTOCOL

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PREAMBLE

In view of the North Atlantic Treaty signed in Washington D. C. on 4 April 1949;

In view of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces signed in London on 19 June 1951 (hereinafter referred to as the “Agreement”);

In view of the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed in Paris on 28 August 1952 (hereinafter referred to as the “Protocol”);

In view of 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, signed in Brussels on 19 June 1995, and any Protocols thereto with effect in the territory of Finland (hereinafter referred to as the “PfP SOFA”);

In acknowledgement of the authority of the North Atlantic Council to activate and deactivate NATO Military Bodies with international status;

Acknowledging that the decision to establish an international military Headquarters or organisation as envisaged in the Protocol on Finnish territory remains subject to approval by Finland and the terms of establishment and support will be addressed in subsequent arrangements;

Desiring to conclude supplementary agreements and arrangements for the establishment, operation of, and conditions for personnel attached to or in the employ of NATO Military Bodies enjoying status under the Protocol within the territory of Finland;

Considering that other agreements may be reached by NATO with States which are members of NATO Partnership and Cooperation Programmes to facilitate the ability of the nationals of these States to operate or function as an integral part of NATO-led Forces or within a NATO International Military Headquarters;

Recognising that the North Atlantic Council may come to a decision to conclude agreements with the United Nations, the European Union, and other international or non-governmental organisations, and international tribunals that such organisations may participate in or otherwise support NATO facilities, functions, and activities, which enjoy status under the Protocol and this agreement;

And understanding that further implementing arrangements may be required in

execution of this agreement and to accommodate support requirements;

Finland, and the Supreme Headquarters Allied Powers Europe and Headquarters, Supreme Allied Commander Transformation, in the following referred to as “the Parties”, have, pursuant to paragraph 2 of Article 16 of the Protocol, reached the following agreement:

ARTICLE 1 DEFINITIONS

In this agreement (hereinafter referred to as the “Supplementary Agreement”), the term:

1. “SHAPE” means Supreme Headquarters Allied Powers Europe.
2. “SACEUR” means Supreme Allied Commander Europe.
3. “HQ SACT” means Headquarters, Supreme Allied Commander Transformation.
4. “SACT” means Supreme Allied Commander Transformation.
5. “Supreme Headquarters” means SHAPE or HQ SACT, as appropriate and as defined by the Protocol, Article 1, paragraph b, as well as any future Supreme Headquarters or successor organisations.
6. “Allied Headquarters” shall for the purpose of this Supplementary Agreement and in addition to the Protocol, Article 1, paragraph c, include any NATO Military Body which, pursuant to a decision by the North Atlantic Council and as anticipated in decision adopted by the North Atlantic Council on 19 May 1969 on Procedures for the activation and reorganisation in peacetime of NATO Military Bodies and rules for granting them international status and international financing (C-M(69)22), is granted status under the Protocol in accordance with the Protocol, Article 14.
7. “NATO Partnership and Cooperation Programmes” means all NATO partnership and cooperation initiatives, whether based on a geographical or functional relationship, approved by the North Atlantic Council.
8. “International, and Non-Governmental Organisations, and International Tribunals” mean those organisations that participate in NATO activities under the auspices of or in support of an Allied Headquarters located on or otherwise operating in or from Finland’s territory, when approved by the North Atlantic Council and duly so

reported by the concerned Allied Headquarters to Finland.

9. “Head of an Allied Headquarters” means the senior responsible officer, military or civilian, who at any given time is appointed or designated to represent an Allied Headquarters.

10. “Sending State” shall mean any State party to the North Atlantic Treaty, including Finland, as well as States party to the PfP SOFA, attaching Members as defined in the Protocol, Article 3, and the PfP Further Additional Protocol, Article I (1) (b).

11. “NCS” means NATO Command Structure.

12. “Members” means the personnel attached to an Allied Headquarters located in Finland by a Sending State or in the employ of an NCS Allied Headquarters, including the personnel assigned within Additional Elements, and belonging to one of the following categories:

- a. the military personnel who belong to the land, sea or air armed service of their Sending State, and where so coordinated with Finland, such personnel from States participating in one of the NATO Partnership and Cooperation Programmes;
- b. the civilian component, defined as the personnel, who are either:
 - (i) nationals of and employed by a Sending State as defined, and where so coordinated with Finland, such personnel from States participating in one of the NATO Partnership and Cooperation Programmes;
 - (ii) nationals of a Party to the North Atlantic Treaty employed by an Allied Headquarters and belonging to the categories of civilian personnel decided by the North Atlantic Council and defined in the NATO Civilian Personnel Regulations;
- c. personnel who are assigned by International Organisations, Non-Governmental Organisations or International Tribunals to an Allied Headquarters, when so directed by a decision of the North Atlantic Council and unless they already enjoy status under separate agreements to which Finland is a party.

13. “Dependent” means, in addition to persons defined in the Protocol, Article 3, paragraph 1 (c), a person who for legal, financial or health reasons is dependent upon a Member of an Allied Headquarters, is supported by him or her, who resides with such Member and who is present in the territory of Finland with the

confirmation of the Sending State or, in case of NATO Civilians (as defined in NATO Civilian Personnel Regulations), with the confirmation of Allied Headquarters.

14. “Entitled Members” means Members of an Allied Headquarters, in accordance with the definition in paragraph 12 above, except for such Members attached by Finland or employed by an Allied Headquarters and holding Finnish citizenship or being ordinarily resident in Finland.

15. “Security Staff” means Members of the military police, as foreseen in the Agreement, Article VII, paragraph 10, and Members with adequate training who are assigned by the Head of an Allied Headquarters or the designated representative to ensure the maintenance of order, discipline and security on premises occupied by the Allied Headquarters. Personnel belonging to the Security Staff shall be defined in an Allied Headquarters’ Internal Security Plan in conformity with NATO policy.

16. “Local Wage Rate Personnel” means civilian personnel, who hold local status, as defined in the Agreement, Article IX, paragraph 4.

17. “Contractors” means legal entities, understood as a business or an individual legally authorised to conduct business, contracted by an Allied Headquarters and that are not incorporated, registered, nor ordinarily domiciled in the territory of Finland under Finnish law and not resident in Finland at the time of the conclusion of the contract, providing services on technical expertise or otherwise performing specialist and consultative functions exclusively in Finland to execute a contract with or in support of an Allied Headquarters. This includes sub-contractors.

18. “Contractors’ Employees” means persons, who are not Finnish nationals or persons ordinarily resident in Finland, providing services in Finland for the sole purpose of executing a contract with or in support of an Allied Headquarters in Finland in connection with activities under this Supplementary Agreement.

19. “Dependent of a Contractor Employee” means the spouse or a child depending on the Contractor Employee for support or a person who for legal, financial or health reasons is dependent upon the Contractor Employee, is supported by them, who resides with such employee and who is present in the territory of Finland. The family status of a Dependent of a Contractor Employee other than the spouse or a child depending on them for support shall be affirmed through the State of which the Contractor Employee is a national and be presented through an Allied Headquarters to the appropriate authorities of Finland for their recognition and approval.

20. “Canteens” shall for the purposes of this Supplementary Agreement mean shops or exchanges, facilitating the provision of and reselling of tax- and duty-free goods and services, but excluding the sale of medical and pharmaceutical

products.

21. "Cafeterias" shall, for the purposes of this Supplementary Agreement, mean dining facilities.

22. "Messes" shall for the purposes of this Supplementary Agreement mean facilities serving light meals, beverages, and promoting staff socialization.

23. "Additional Elements" shall for the purposes of this Supplementary Agreement mean subordinate entities, and NATO and non-NATO national or international detachments, including Finnish Additional Elements and support units attached by Finland to an Allied Headquarters, temporary headquarters or support units and military national representatives and liaison offices, NATO agencies together with liaison teams and officers attached in support of an Allied Headquarters.

24. "National Support Unit" means any national organisational unit operating in Finland in support of an Allied Headquarters with the approval of Finland, and providing support to its Members attached to that Headquarters and remaining under national authority of its Sending State.

ARTICLE 2 GENERAL PROVISIONS

1. This Supplementary Agreement shall be applicable to any Supreme Headquarters and Allied Headquarters, as defined in the preamble and in Article 1 of this Supplementary Agreement.

2. The Parties shall facilitate the execution of the Agreement, the Protocol, the PfP SOFA, and this Supplementary Agreement and shall endeavour to cooperate with an Allied Headquarters in the most efficient manner to effectively implement them.

3. The purpose of this Supplementary Agreement is to facilitate the operation of Allied Headquarters and to preserve the integrity and independence of such Headquarters and their Members. Entitlements afforded to Members and their Dependents are granted by Finland in the interests of NATO and in support of an Allied Headquarters and not for their personal benefit. The Supreme Headquarters and Allied Headquarters remain the custodians of these entitlements.

4. This Supplementary Agreement is intended to be compliant with decisions passed by the North Atlantic Council, as well as NATO regulations and policies. In accordance herewith, it is understood that the official activities comprise both those conducted in execution of the mission and tasks of that Allied Headquarters, and those activities conducted under the provisions of non-appropriated funds of the Allied Headquarters.

5. Finland, to include any local authorities thereof, shall not derive revenue from the activities or property of an Allied Headquarters.

6. An Allied Headquarters shall be permitted to have its own flag and to display this flag along with the flags of NATO, NATO and Partner Nations, Nations participating in NATO Partnership and Cooperation Programmes, as well as the flag of any other organisation, in accordance with regulations in force for that Headquarters. An Allied Headquarters may equally, and subject only to NATO regulations, design its own crest and official seal. Such insignias of the Allied Headquarters shall be duly protected under Finnish laws, and the official stamp shall, on request of an Allied Headquarters, be recognised through the appropriate Finnish authorities and be communicated to the relevant governmental departments and agencies.

7. Additional Elements, as defined in this Supplementary Agreement, Article 1, paragraph 23, and their Members as well as their Dependents shall enjoy the same status as granted to an Allied Headquarters and its Members and their Dependents in this Supplementary Agreement, Articles 5, 6, 9, 11, and Article 13 through Article 36. A sending State may, subject to arrangements with Finland and without prejudice to the status enjoyed by the Allied Headquarters, direct that its additional element(s), shall not enjoy status under this Supplementary Agreement but rather under the Agreement and/or any other agreements concluded with Finland.

8. The status held by NATO Agencies derives from the Agreement on the status of the North Atlantic Treaty Organization, National Representatives and International Staff signed in Ottawa. However, should the Charter of a NATO agency decide that the personnel of that agency enjoy status under the Protocol, this Supplementary Agreement shall, irrespective of its paragraph 6 of Article 1, extend to such personnel assigned to an Allied Headquarters in order to support its mission, and Finland will be duly informed in this regard.

9. Unless such Allied Headquarters have been afforded international financing in accordance with C-M(69)22, the procedures agreed in Article 3, Article 4, paragraph 1, paragraph 2 and paragraph 5, and the guarantee provided in this Supplementary Agreement, Article 15, paragraph 1, and Article 19, paragraph 5, shall not extend to such Allied Headquarters which are established through bi- or multilateral arrangements amongst NATO and/or Partner Nations; the funding, administration and location of such Allied Headquarters may be subject to separate arrangements concluded by the Nations participating in such arrangements. Additionally, Article 8 paragraph 1, paragraph 2 and paragraph 4 as well as Article 12, paragraph 1 and paragraph 3 of this Supplementary Agreement shall only apply to such Allied Headquarters assigned with a Peacetime Establishment authorised by the North Atlantic Council.

ARTICLE 3
LOCATION AND CHANGE OF PERMANENT LOCATION OF A NATO COMMAND
STRUCTURE ALLIED HEADQUARTERS

1. The permanent location of an NCS Allied Headquarters on Finnish territory in time of peace shall be established through arrangements between the respective Supreme Headquarters and Finland. Any change of such permanent location of an Allied Headquarters in Finland in time of peace shall remain subject to approval of Finland and of the North Atlantic Council.
2. Nothing in this Article shall be interpreted as preventing or requiring the appropriate authority within NATO to decide on funding of the costs of relocating an Allied Headquarters.

ARTICLE 4
USE OF PREMISES OF AN ALLIED HEADQUARTERS

1. Subsequent to the Agreement, Article IX, paragraph 3, and the Protocol, Articles 4 and 8, and acting on a request from a Supreme Headquarters, Finland shall take all measures to provide all such land, buildings and fixed installations necessary for the use of an NCS Allied Headquarters. Finland shall make such premises available to an Allied Headquarters without charge and free of fees, taxes or licences, as envisaged in Article 16 to 19 below. The details shall be set out in a separate arrangement specific to the particular Allied Headquarters.
2. Notwithstanding the above, an NCS Allied Headquarters shall have the right to contract independently for land, buildings, installations and services, subject only to approval by Finland of the site and on terms not less favourable than those enjoyed by Finnish Defence Forces. At the request of an Allied Headquarters, Finland shall provide such assistance as may be necessary for the exercise of this right.
3. With regard to the use of land, buildings, and installations, Finland shall designate a national authority to act as the executive agent responsible for holding authorisations required by Finnish law, in which case an Allied Headquarters shall assist in obtaining authorisations by expeditiously providing, on request, all appropriate information, documentation and technical studies. There shall be no charge to an Allied Headquarters for such authorisations.
4. Subject to notification to appropriate Finnish authorities, an Allied Headquarters shall be authorised to grant, within its premises (hereinafter to include land, camps, buildings, and fixed installations), concessions relating to the establishment of service functions such as, but not limited to, barber and beauty shops, laundry and dry cleaning, banking and travel facilities. Allied Headquarters may

operate Canteens, Cafeterias and Messes directly, without being subject to licences or permits. Alternatively, an Allied Headquarters may contract concessionaires to operate Canteens, Cafeterias and Messes on its behalf. Commercial vendors granted concessions or contracted as concessionaires shall comply with regulations on licences and permits in force in Finland.

5. Assets acquired from international funds or assets (to include premises such as land, camps, buildings, and fixed installations) provided for the use of an Allied Headquarters by Finland without charge (other than nominal charge), when no longer required by the NCS Allied Headquarters, shall be subject to the procedures laid down in the Protocol, Article 9. An NCS Allied Headquarters shall inform the appropriate authorities of Finland, when such assets, or any parts thereof, are no longer needed.

ARTICLE 5 INVIOABILITY OF PREMISES OF AN ALLIED HEADQUARTERS

1. The premises of an Allied Headquarters' permanent location are inviolable. Any access to such premises by Finnish officials for the performance of their official functions shall require the approval of the Head of an Allied Headquarters or the designated representative. The inspections of premises stated in this Article shall be conducted only subject to the approval of the Head of an Allied Headquarters and in accordance with the applicable security agreements and NATO security regulations.

2. Access to Allied Headquarters' premises occupied by subordinate units, NATO agencies, national units other than Finnish units, or by International and Non-Governmental Organisations, and International Tribunals located on Allied Headquarters' premises, are also covered by the provisions of this Supplementary Agreement.

3. Upon request and as determined by the Head of an Allied Headquarters, Finnish labour inspection authorities may be given access to areas of an Allied Headquarters, for inspection purposes and at reasonable times, where persons employed in accordance with Article 12, paragraph 2 (Local Wage Rate personnel) of this Supplementary Agreement, perform their activities. Nothing in this Article shall be interpreted as constituting a right for Finnish labour inspections to perform functions with respect to international attachments or employment of civilian personnel categories as defined by the NATO Civilian Personnel Regulations, or with regard to personnel otherwise engaged by the Allied Headquarters for its activities in accordance with Article 34 of this Supplementary Agreement. The Allied Headquarters shall assist these authorities in the performance of their duties.

4. Nothing in this Article shall be interpreted to affect the inviolability of the

archives and other official documents of an Allied Headquarters or the verification procedure provided by the Protocol, Article 13.

ARTICLE 6 IMMUNITY OF ALLIED HEADQUARTERS

The immunity from seizure, attachment or other enforcement measures provided in the Protocol, Article 11, paragraph 2, shall be afforded without distinction to any infrastructure, item or funds owned or in the possession of an Allied Headquarters or anyone acting on behalf of an Allied Headquarters. This provision shall not extend to Finnish National Support Units attached to an Allied Headquarters in Finland, if the property subject to the enforcement is owned by Finland, unless the enforcement is directed against the Allied Headquarters.

ARTICLE 7 IMMUNITIES AND PRIVILEGES OF HIGH-RANKING PERSONNEL

1. The following immunities and privileges shall be accorded to General and Flag Officers (NATO grade OF-6 and above) and civilian officials of equivalent grades of an Allied Headquarters for the duration of their NATO mission, provided these persons serve in an international post:

- a. Immunity from all personal arrest or detention by Finland;
- b. Immunity from legal process of every kind in respect of words, spoken or written, and all acts done by them in their official NATO capacity;
- c. Inviolability of their personal papers and official documents held by them;
- d. Facilities with respect to currency or exchange such as accorded to Foreign Diplomatic Staff of equivalent status;
- e. Immunities and facilities in Finland with respect to personal baggage as accorded to Foreign Diplomatic Staff of equivalent status.

2. For the purposes of this Article “international post” means a post identified as such in a decision of the North Atlantic Council or in an international agreement or arrangement.

3. Subject to the conditions stated in this Article, and if the Head and Deputy of an Allied Headquarters hold a grade below NATO grade OF-6 or an equivalent civilian grade, the immunities stated above shall extend to the Head and

the Deputy. Other functions on the staff below NATO grade OF-6 and the equivalent civilian grade shall be granted the status set out in this Article on the request of a Supreme Headquarters.

4. If the persons referred to in this Article are Finnish nationals or ordinarily residing in Finland and attached to an Allied Headquarters by Finland, they shall be accorded only the immunities and privileges laid down in subparagraphs (b) and (c) of paragraph 1 above, in so far as this pertains to their official NATO capacity.

5. The immunities stipulated in this Article shall be maintained after the appointment ceases, with respect to the period of their NATO mission.

6. The immunities set out in this Article shall equally apply to General and Flag Officers (NATO grade OF-6 and above), and civilian officials of equivalent grades of any Allied Headquarters located outside Finland, when in Finland in their official NATO capacity and travelling with their NATO issued travel orders.

7. Based upon written information provided by an Allied Headquarters on the arrival and departure of persons mentioned above, Finland shall establish and maintain a current list of persons who benefit from all or part of the immunities and privileges set out in paragraphs 1 – 5 above.

8. An Allied Headquarters shall cooperate with the Finnish authorities to facilitate adherence to Finnish legislation and prevent abuse of the afforded immunities and privileges, it being understood that the status is accorded not for the personal advantage of those who receive it but in order to enable them to perform their functions in furtherance of the North Atlantic Treaty. Immunities may be withdrawn by SACEUR or SACT, as appropriate, upon request of Finland, whenever the immunity would otherwise inhibit the normal course of legal process, and on the condition that the waiver would not prejudice the interests of their commands.

ARTICLE 8 PERSONNEL STRENGTH OF ALLIED HEADQUARTERS

1. An NCS Allied Headquarters shall annually inform Finland in writing of the actual strengths of that Allied Headquarters authorized by North Atlantic Council (Peacetime Establishment), including personnel mentioned in Article 2 paragraph 8 of this Supplementary Agreement, and shall provide information on the assignment of Members of an Allied Headquarters and their Dependents, including extensions of the presence in Finland of Dependents in accordance with Article 9, paragraph 5 of this Supplementary Agreement. The detailed procedure shall be determined by the Allied Headquarters and the appointed Finnish authorities.

2. In time of peace, the respective Supreme Headquarters is authorised to increase the personnel strength of each NCS Allied Headquarters in any one year by 10% from the Peacetime Establishment. The Allied Headquarters shall provide Finland with prior notification of such increases and may increase further subject to the prior approval of Finland. This provision shall not apply in case an increase is provided through decisions passed by the North Atlantic Council.

3. If training, exercises, or experimentation activities, or NATO-led operations of any kind are to be conducted by an Allied Headquarters or by formations under the direction of that Headquarters, the Allied Headquarters shall obtain approval of such activities from Finland. This includes any temporary increase of personnel presence of an Allied Headquarters other than the increase of the personnel strength of an NCS Allied Headquarters identified in paragraph 2 of this Article.

4. Additional Elements, beyond those established or declared to be established by the date of signature of the present Supplementary Agreement, shall not be established without prior approval of the North Atlantic Council or Finland, as appropriate.

ARTICLE 9 ENTRY, DEPARTURE, WORK, AND STAY

1. In addition to the exemptions provided in the Agreement, Article III, paragraph 1, and the Protocol, Article 4, but without prejudice to the rights and obligations set out in the Agreement, Article III, paragraphs 4 and 5; and in the Protocol, Article 4, (b) and (c); non-Finnish Members and their Dependents shall be exempt from Finnish visa and immigration requirements, obligations associated with residency and registration, and Dependents shall be exempt from the requirements to hold work permits under Finnish law.

2. Finland shall permit the practice of all professions performed by Members in sole connection with the official activities of an Allied Headquarters, without requiring any kind of administrative fees, licence, or credentials, whether at the national or lower governmental levels provided they hold a valid professional license from or recognised by their Sending State or other adequate professional qualifications accepted by the Sending State or, for those Members covered by Article 1, paragraph 12(b)(ii) of this Supplementary Agreement, the Allied Headquarters. Finland shall equally permit the practice of such professions performed by Dependents if engaged in the official activities of an Allied Headquarters.

3. Finland shall include any Allied Headquarters located on its territory in its registry of international organisations with representation in Finland, and shall, without prejudice to the Agreement, Article III, and the Protocol, Article 5, issue all non-

Finnish Members and their Dependents similar identity cards as issued to international organisations with representation in Finland, it being fully recognised that this procedure does not afford any further status or entitlements.

4. Members and their Dependents, who are not Finnish nationals or ordinarily residents in Finland are in Finland in support of an Allied Headquarters located in Finland and their presence is exclusively associated with that Allied Headquarters. Accordingly, their presence is of a temporary non-resident nature, despite any length of orders or contract. The terms “ordinary resident” and “ordinarily residing” shall therefore not be applied by Finland to such Members or their Dependents present in Finland, in any regards.

5. In case a Member dies or leaves Finland permanently, the Dependents of such a Member shall continue to be considered as Dependents under this Supplementary Agreement for a period of up to ninety (90) days after such death or transfer, on the condition that the Dependents are present in Finland. 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 enrolment, whichever is earlier. In case Dependents decide to change their status under Finnish laws and regulations and remain in Finland under a separate complex of laws and regulations, their status will be determined outside the application of this Supplementary Agreement.

ARTICLE 10 LEGAL CAPACITY OF SUPREME HEADQUARTERS

1. Supreme Headquarters have juridical personality in accordance with the Protocol and have capacity to, in particular, conclude contracts and acquire, own, and dispose of property, and to conclude international agreements, without being subject to any further arrangements in Finland.

2. Finland recognises that an Allied Headquarters may, when duly authorised to do so, represent or otherwise exercise the capacity to, in particular, conclude contracts and acquire, own, and dispose of property and to conclude international agreements on behalf of a Supreme Headquarters.

3. When requested to do so by a Supreme Headquarters, Finland shall act on behalf of such Headquarters in legal matters in which an Allied Headquarters is an interested party. The Allied Headquarters shall only reimburse expenditure incurred by Finland to which the Allied Headquarters has previously consented.

4. It is understood that an Allied Headquarters, which is established

through bi- or multilateral arrangements amongst NATO and/or Partner Nations, shall exercise its capacity to act on its own behalf as determined by Finnish law and the framework by which it is established and controlled. This shall not affect the status, rights, or obligations of the Supreme Headquarters or NATO.

ARTICLE 11 CLAIMS

1. Subject to the limitations provided in the Agreement, Article XV, the Protocol, Article 16, and taking due account of Article 10, paragraph 4 of this Supplementary Agreement, claims for damage or injury to persons or property in Finland resulting out of the activities of an Allied Headquarters, shall be filed, considered, settled or adjudicated in accordance with the Agreement, Article VIII, and with the Protocol, Article 6, as appropriate.

2. The Supreme Headquarters shall have the right to self-insure against liabilities and shall thus be exempt from any mandatory insurance requirement under Finnish laws.

3. On request of an Allied Headquarters, claims arising out of contracts shall be processed and adjudicated by Finland, on the condition that such contracts are applying Finnish laws.

4. Finland shall designate the necessary points of contacts in its administration for the settlement of claims.

ARTICLE 12 CIVILIAN PERSONNEL EMPLOYED BY AN ALLIED HEADQUARTERS

1. An NCS Allied Headquarters may make direct arrangements for the employment of civilian personnel in categories decided by the North Atlantic Council:

a. The terms and conditions of such employment shall be governed exclusively by the applicable NATO regulations and the contract of employment. Disputes pertaining to such employment shall be handled solely in accordance with the applicable North Atlantic Council approved regulations. Recourse to Finnish courts, tribunals, agencies or similar fora shall not be granted, and in the event such employees would attempt to use a national administrative or judicial body to pursue any employment dispute, Finnish authorities shall advise the concerned administrative or judicial body of its lack of jurisdiction.

b. In accordance with the Protocol, Article 7, paragraph 2, and as

confirmed in NATO Civilian Personnel Regulations, NATO International Civilians are exempt from all taxes as well as contributions to Finnish social and pension schemes on the salaries and emoluments paid to them in their capacity as NATO International Civilians, unless participation in Finnish social and pension schemes is requested by SACEUR or SACT.

c. This Supplementary Agreement constitutes a bilateral agreement as envisaged in the NATO Civilian Personnel Regulations, exempting temporary personnel from all taxes as well as contributions to Finnish social and pension schemes on the salaries and emoluments paid to them in their capacity as temporary personnel, unless participation in Finnish social and pension schemes is requested by SACEUR or SACT.

d. Consultants shall enjoy status consistent with the provisions of this Supplementary Agreement, while taxation on their income derived from remunerations paid by an NCS Allied Headquarters remains subject to the procedure stipulated in NATO Civilian Personnel Regulations, along with the associated reporting requirements.

2. As envisaged in the Agreement, Article IX, paragraph 4, an Allied Headquarters may employ Local Wage Rate Personnel under the same conditions as any employer under the laws of Finland:

a. Systems of administration and classification of positions shall be set by NATO regulations or, where National Support Units are involved, Sending State regulations, as per any bilateral or multilateral arrangements in force.

b. Labour disputes between an NCS Allied Headquarters and Local Wage Rate Personnel shall be solved in accordance with the appropriate NATO regulations, without prejudice, however, to the right of such personnel to the jurisdictional protection afforded by Finnish law.

c. The Allied Headquarters shall comply with the obligations under Finnish law to make required deductions and social security contributions on salaries and emoluments paid to Local Wage Rate Personnel. Finnish agencies shall make the necessary arrangements with an Allied Headquarters for the collection of the financial contributions mentioned above. National Support Units, International, Non-Governmental Organisations, and International Tribunals are responsible for their own arrangements regarding their Local Wage Rate Personnel in Finland.

3. Upon request of an NCS Allied Headquarters, Finland shall grant civilian personnel referred to in paragraph 1 of this Article and of Finnish nationality

exemptions from Finnish military service, non-military service and similar services for the duration of their employment contracts with an Allied Headquarters. The exemptions shall only be granted for the mission essential personnel of the Allied Headquarters.

ARTICLE 13 CONTRACTORS AND THEIR EMPLOYEES

1. An Allied Headquarters may independently and subject to NATO regulations acquire services through contracts under the law of obligations (commercial contracts), either individually or under a contract concluded with a company, firm, or agent, to include specialized services by technical experts or specialists.

2. Contractor shall be exempt from Finnish laws and regulations regarding the terms of business licensing and registration. The terms and conditions of the employment of Contractor's Employees, obligations to report and withhold taxes and social contributions shall, with the exceptions identified below, be determined in accordance with Finnish law, including international agreements, as applicable.

3. Contractor's Employees shall, for the duration of their contract and subject to the limitations and restrictions set out in this Supplementary Agreement, be granted the following status by Finland:

- a. Exemption from visa, residency, and registration requirements. This shall equally extend to Dependents of Contractor Employees;
- b. Exemption from requirements for work permit for the performance of the contracts;
- c. Exemption from customs and taxes on the import of their household goods in accordance with Article 18 of this Supplementary Agreement;
- d. Recognition of driving licenses provided in this Supplementary Agreement, Article 30, paragraph 1. This shall equally extend to the Dependents of Contractor Employees;
- e. Permission to support and take part in Allied Headquarters' Morale and Welfare Activities as described in Article 34 of this Supplementary Agreement, where so authorised under the internal regulations of the Allied Headquarters. This shall equally extend to the Dependents of Contractor Employees;
- f. Access for Dependents of Contractor Employees to attend educational services in accordance with Article 33 of this Supplementary Agreement.

4. Contractor Employees are not exempt from taxes on income earned from their employment in an Allied Headquarters by virtue of this Supplementary Agreement. Accordingly, taxation of such income shall be determined by applicable international agreements and Finnish law.

5. Subject to paragraph 4 above, Finland shall determine whether Contractors' Employees and Dependents of Contractor Employees are considered to be domiciled in Finland or ordinary residents of Finland.

6. An Allied Headquarters shall inform Finland of the Contractors, Contractors' Employees and Dependents of Contractor Employees who shall enjoy the status set out above, and of any changes affecting them, including the termination of contracts with Contractors, resignation of Contractor's Employees, or withdrawal of the status afforded by the Allied Headquarters.

ARTICLE 14 NATO PERSONNEL SECURITY CLEARANCE

All civilian personnel referred to in this Supplementary Agreement, Article 12, as well as Contractor's Employees, to include technical experts and specialists referred to in this Supplementary Agreement, Article 13, shall, regardless of their nationality, possess a NATO Personnel Security Clearance as required and in accordance with NATO regulations. The NATO Personnel Security Clearance for Finnish nationals shall be provided by Finland.

ARTICLE 15 BANKING AND CURRENCY

1. Subsequent to the Agreement, Article XIV, and the Protocol, Article 12, an Allied Headquarters may open and hold bank accounts or similar accounts and hold and operate accounts in currencies of any kind. Such accounts shall be exempt from Finnish currency regulations and from any national emergency measures, laws or regulations against bank accounts. The deposits in accounts held by Allied Headquarters which are afforded international financing in accordance with C-M(69)22 shall be guaranteed under the conditions stipulated in the legislation in force in Finland. Equally, an Allied Headquarters may hold money and currency of all kinds and without any restrictions on conversions. Finland, upon request from an Allied Headquarters, shall facilitate transfers between States of the funds of such Headquarters in any currency, when these operations are required to satisfy the needs of the Allied Headquarters involved.

2. An Allied Headquarters which is afforded international funding in accordance with C-M(69)22, and any accounts held by it, shall furthermore be subject to the procedures set out in NATO Financial Regulations, the management and control of the relevant Financial Controller and to audits performed by the auditor appointed

for the Allied Headquarters and NATO International Board of Auditors.

3. Members and their Dependents may open and hold bank accounts in Finland consistent with regulations in force regarding the operation of bank accounts in Finland. The personal bank accounts of Members and their Dependents are normally subject to the appropriate regulations governing such accounts, including bank insolvency and resolution procedures. Members, who are not Finnish nationals or ordinary residents in Finland, and their Dependents shall be allowed transfers of funds to and from accounts in Finland and accounts in their Sending State or country of nationality or ordinary residence; this does not exempt the financial institutions from complying with the regulation in force in Finland concerning the prevention of the illegal use of the financial system. Finland may request that the amounts and account information be certified by the Sending State.

ARTICLE 16

FISCAL IMMUNITIES AND ENTITLEMENTS OF ALLIED HEADQUARTERS

1. Finland shall not derive revenue from the activities or property of an Allied Headquarters. Pursuant to the Protocol, Article 8, the Agreement, Article XI, and unless otherwise provided in this Supplementary Agreement, the Allied Headquarters shall be exempt in Finland from all taxes, duties, fees, and charges, irrespective of the level at which they may be levied on all its official activities. The exemptions may be subject to further detailed implementation through mutual arrangements. The exemption does not extend to Finnish National Support Units except as envisaged in this Article and acting on behalf of or as a part of an Allied Headquarters.

2. Except for amounts which are no more than charges for services rendered, an Allied Headquarters shall be exempt from taxes, duties, fees, charges and tolls including but not limited to:

a. The importation into and re-exportation from Finland of any goods as well as any other property or services, obtained under a commercial contract concluded outside Finland;

b. The acquisition of goods, other property, as well as services in Finland, including refurbishment and construction of buildings within and outside an Allied Headquarters premises in support of its functions;

c. The exportation from Finland by an Allied Headquarters of goods, other property, as well as services, acquired in Finland in accordance with paragraph b. above;

d. Any turnover, funds, or income allocated, transferred to, or by, or

returned through the official activities of an Allied Headquarters, be it as fees, charges, or donations, or interest generated on funds held by it;

e. The purchasing, shipping, importation, ownership, registration, and operation of its official vehicles and trailers, including their use of public roads, bridges, tunnels, ferries, and similar infrastructure;

f. Taxes on fuels, lubricants and electricity for the use of aircraft, vessels, or any other vehicles and trailers owned by or operated in support of Allied Headquarters' official activities;

g. Taxes on fuels, lubricants and electricity used for heating and/or cooling systems or power generators in the operation of an Allied Headquarters;

h. Use of harbours, airports and airfields on the same conditions as the Finnish Defence Forces, where these are privately operated;

i. Airline, train, and ferry tickets, purchased by an Allied Headquarters for official travels;

j. Use of public roads, to include road tolls and/or road taxes, for official vehicles of an Allied Headquarters;

k. Activities covered by environmental regulations and programmes, in particular scrapping and disposal of property, and use of infrastructure;

l. Use or operation of radio, TV, or other telecommunication devices and equipment procured for military purposes, to include stamp duties and license fees;

m. Dispatch and receiving of mail and packages from outside or within Finland through its postal services, with the exception of postal charges enforced in accordance with international agreements;

n. Funds transferred to or by an Allied Headquarters.

3. The exemptions provided for in the present Article shall also apply to:

a. Import or supply of goods, other property and to services obtained by Finland acting for NATO or the Allied Headquarters specifically;

b. Goods, other property, as well as services, imported or acquired in Finland by or on behalf of an Allied Headquarters for use by commercial entities, whose services are acquired by an Allied Headquarters through a commercial contract performed within or outside Finland;

c. The activities of Allied Headquarters' Morale and Welfare programmes with regard to goods, supplies, other property, as well as services, on the condition that such activities are duly approved by the responsible Allied Headquarters.

4. In addition to the right to export and re-export, and without prejudice to the Protocol, Article 9, and to the right of an Allied Headquarters to resell items in Canteens, Cafeterias and Messes, and unless otherwise directed by a decision of the Finnish authorities under Article 20, paragraph 5 of this Supplementary Agreement, an Allied Headquarters shall have the right to dispose of equipment, surplus, and scrap. This right does not extend to any items being sold or otherwise provided in or through Canteens, Cafeterias or Messes. Acknowledging that Finland shall have the right to first purchase, items may otherwise be disposed of:

a. By sale to individuals or to commercial enterprises, which are duly authorised to trade in Finland on the condition that Finnish taxes and duties, based on market-value at the time of disposal, are paid, and on the condition that the items, as well as the possession thereof, are compliant with Finnish laws and regulations and international agreements as applicable to Finland;

b. Without payment of duties or taxes due to destruction, theft or damage on the condition that the circumstances and disposal is certified by Finnish authorities on an authorised scrapping form, customs or other appropriate document;

c. Without payment of duties or taxes, to entities, charities, and similar organisations, on the condition that they are exempt from Finnish taxes on the donated items, and on the condition that the items, as well as the possession thereof, are compliant with Finnish laws and regulations and international agreements as applicable to Finland.

ARTICLE 17 CANTEENS, CAFETERIAS AND MESSES

1. The tax exemptions granted to Allied Headquarters in the Protocol, Article 8, and in Article 16 and 19 of this Supplementary Agreement, include import of and purchases in Finland of provisions, equipment, supplies, and other goods and services in reasonable quantities for the operation of Canteens, Cafeterias and Messes, established with the purpose of sales or distribution of such provisions, supplies or services to Members and their Dependents.

2. Without infringing on the rights of sending States to establish and operate similar facilities in accordance with the Agreement, Article XI, paragraph 4,

the Allied Headquarters may operate Canteens, Cafeterias, and Messes, as defined in Article 1, paragraph 20 to 22 of this Supplementary Agreement, either directly or through a concessionaire.

3. An Allied Headquarters shall be exempt from taxes on income deriving from sales and services rendered in their Canteens, Cafeterias and Messes, or from other Morale and Welfare activities, whether operated directly or through a concessionaire. The tax exemption enjoyed by the Allied Headquarters does not extend to income or profit earned by a concessionaire and which the concessionaire under Finnish laws may be responsible to report for tax purposes.

4. All persons permitted onto the premises of an Allied Headquarters, to include Local Wage Rate Personnel, all contracted personnel, and visitors, no matter their nationality, may buy or be provided food and drink items to be consumed in the Allied Headquarters' Cafeterias or Messes, and may purchase Allied Headquarters and exercise and event labelled items for their personal use. This shall not include access to Allied Headquarters' Canteens.

5. Members and their Dependents shall have access to Canteens to purchase tax- and duty-free goods.

6. Purchase of rationed items in Canteens, Cafeterias and Messes may be limited by age restriction or be rationed at the discretion of the Allied Headquarters or due to arrangements with Finland, such as the Annex to this Supplementary Agreement.

7. Rationed items shall not be disposed of by sale, barter, gift or otherwise ceded to any other person.

8. Subject to the specified restrictions on the extent of entitlements in terms of permitted quantities and disposal, and where an Allied Headquarters has not established its own Canteens, Messes, or Cafeterias in Finland, Members and their Dependents shall be permitted to use the facilities of the nearest Allied Headquarters or of Finnish Defence Forces in accordance with the limitations set out in this Article. Equally, Members and their Dependents shall have the right to use such facilities of their national forces, if the latter so agree and subject to the same conditions as laid down in this Article.

ARTICLE 18 FISCAL IMMUNITIES AND ENTITLEMENTS OF ENTITLED MEMBERS

1. Entitled Members and their Dependents shall, in addition to the entitlements in the Protocol, Article 8, paragraphs 2 and 3; the Agreement Article XI, paragraphs 4, 5, and 6; and in this Supplementary Agreement, Articles 16 and 17;

enjoy the rights provided below, which may be subject to further implementation by mutual arrangements:

- a. Import and purchase of personal effects and furniture as in accordance with the Annex to this Supplementary Agreement.
- b. Import and purchase of motor vehicles for their personal use as defined in the Annex to this Supplementary Agreement. The motor vehicles may be replaced by further imports or purchases in Finland free of duties and taxes if disposed of in accordance with paragraph 3 below.
- c. Exemption from stamp duties, and license fees on any personally owned radio, TV and other telecommunication devices.

2. Taxation on income and moveable property of Members shall be as laid down in the Agreement, Article X, paragraphs 1 and 2, and the Protocol, Article 7, and shall include, inter alia, exemptions for Entitled Members from annual circulation and road taxes, tolls and fees in Finland.

3. With the limitations stated in Article 17, paragraphs 6 and 7 above, items, not including rationed items imported or purchased free of duties, taxes, fees and charges by the Members and their Dependents, under the provisions of this Article, shall not be disposed of in Finland by sale, barter or gift, except for:

- a. Export or re-export by the person enjoying the privileges;
- b. Disposal between persons enjoying the same privileges;
- c. Low value hospitality gifts;
- d. Donations to entities, charities, and similar organisations, on the condition that they are exempt from Finnish taxes on the donated items;
- e. Disposal by way of destruction, theft or damage, on the condition that the circumstances and disposal is certified by the concerned Finnish authorities, on an authorised scrapping form, customs, or other appropriate documents;
- f. When the required Finnish duties and/or taxes, based on market-value at the time of disposal, have been paid.

ARTICLE 19
APPLICATION OF THE FISCAL IMMUNITIES AND ENTITLEMENTS

1. The entitlements stated in Articles 16 to 18 above are afforded to the Allied Headquarters in support of its mission, and the Members and their Dependents shall not derive any individual rights from this Supplementary Agreement in this regard. The administration of the entitlements shall be subject to Finnish law and to the management of the Allied Headquarters, which:

a. Shall take the appropriate measures, within the scope of its authority, to oversee the correct application of the rules and regulations on relief from taxes and duties and to prevent abuse.

b. May request Finland's assistance to legally pursue any abuse.

c. Shall request all Members and their Dependents to sign a statement on their arrival in an Allied Headquarters acknowledging the restrictions set out in Articles 17 and 18.

d. Pursuant to the Agreement, Article XII, paragraph 1, and the Protocol, Article 4, may conclude mutual arrangements with Finland on the accounting and management of the entitlements described in this Article.

2. For the purposes of verifying the status of an Allied Headquarters and Entitled Members under this Supplementary Agreement with regard to forms required to accomplish tax and duty-free purchases in States other than Finland, as well as import, export and re-export of goods, Finland shall appoint an authority to verify forms submitted by or through an Allied Headquarters.

3. An Allied Headquarters shall provide the designated authority in Finland with a list of persons upholding entitlements under this Supplementary Agreement. For the sake of accurateness, such lists shall be provided monthly.

4. Exemption shall be granted for any taxes or fees which may be applied in Finland after this Supplementary Agreement is signed.

5. The provisions in this Supplementary Agreement related to fiscal privileges and immunities of an NCS Allied Headquarters shall not supersede procedures regarding funding of NATO infrastructure projects and their implementation, nor is it the intent to limit or supersede such entitlements granted to a single State or to International and Non-Governmental Organisations, and International Tribunals by Finland.

6. Nothing in the Articles 16 to 19 of this Supplementary Agreement shall be understood to limit or otherwise prejudice neither the procedures nor rights granted to Finland under the Agreement, in particular Article VII, paragraph 6(a), Article IX, paragraph 2, Article XI, paragraph 1, Article XII, and Article XIII, paragraphs 1 to 3; and under the Protocol, in particular Article 3, paragraph 2, and Article 4.

ARTICLE 20 PROTECTION OF THE ENVIRONMENT, HEALTH, AND SAFETY

1. Without prejudice to the Agreement, Article II, and acknowledging exemptions provided in this Supplementary Agreement, Finnish laws and regulations regarding protection of the environment, and health and safety and, in the same manner they are applicable to the Finnish Defence Forces, shall, to the extent possible serve as the minimum standard for an Allied Headquarters, just as all relevant NATO Standardisation Agreements and guidance shall be applied. Where this is legally, operationally, or otherwise technically impossible, the Finnish authorities and the Allied Headquarters shall, without delay, agree on other means to achieve the mutually agreed protections. The proceedings stipulated in Article 4, paragraph 3 of this Supplementary Agreement shall be applied for any authorisations and other official processes that may be required for the activities stipulated in this Article.

2. The Allied Headquarters shall, with the assistance of Finland envisaged in paragraph 6 below, analyse the compatibility of the Allied Headquarters' activities with Finnish environmental laws and regulations. Such considerations shall include, but shall not be limited to, identification and assessment of potential environmental impacts and effects, in order to prevent and minimise the possible adverse environmental effects and, where detrimental effects are unavoidable, to take appropriate remedial measures. In this regard, special attention shall be paid to activities regarding use and storage of dangerous goods, as well as emissions of gases and chemicals, levels of noise, areas for training and exercises, and disposal of all kinds of refuse.

3. Transportation, transfer, storage and handling of dangerous goods and oversized transportation shall be in accordance with the standards and regulations applicable to the Finnish Defence Forces and shall take due account of international agreements in force in Finland as well as relevant NATO Standardisation Agreements and guidance.

4. For construction and engineering works, as well as other activities undertaken by an Allied Headquarters, the concerned Allied Headquarters shall, as a minimum, set environmental, construction and engineering (to include health and safety) standards comparable to the standards, rules and regulations applicable to the Finnish Defence Forces. Without prejudice to the obligations relating to the

employment of a local workforce under the Agreement, Article IX, paragraph 4, an Allied Headquarters shall endeavour to comply with Finnish occupational health and safety regulations to the extent possible, and, where this is legally, operationally, or otherwise technically impossible, the Finnish authorities and the Allied Headquarters shall, without delay, agree on other means to achieve the desired protections.

5. Where Finnish law prohibits the importation of certain articles, such articles may, with the approval of Finland, and provided that this is not contrary to other international obligations undertaken nor that public health, animal or plant health is endangered thereby, be imported by an Allied Headquarters. An Allied Headquarters and Finland shall agree on categories of articles, the import of which is approved by Finland under this provision.

6. The appropriate Finnish authorities shall provide assistance to examine the compatibility of an Allied Headquarters activities with Finnish environmental, occupational health and safety laws and regulations as well as guidance and information on the regulations, standards, etc. mentioned above, and shall advise an Allied Headquarters in this regard. The Finnish regulations referred to above shall be provided to an Allied Headquarters by the concerned Finnish authorities in the English language, when requested to do so by an Allied Headquarters.

7. All environmental, occupational health and safety duties, taxes, fees, and charges shall be resolved as laid down by Article 16 of this Supplementary Agreement.

ARTICLE 21 PROTECTION OF HEALTH

1. An Allied Headquarters shall respect Finnish regulations for the prevention and control of infectious diseases in humans, animals, and plants, and for prevention of control of plant pests, and apply them with the support of and in coordination with Finland.

2. Finland shall provide means and assistance in case of emergency situations involving local, national or international infectious diseases. An Allied Headquarters shall for these purposes provide access to their facilities in accordance with Article 5 of this Supplementary Agreement.

3. An Allied Headquarters and Finnish authorities shall promptly inform each other of the outbreak or suspected outbreak, transmission and elimination of any severe epidemic infectious diseases and of the measures taken in this regard.

4. If an Allied Headquarters deems it necessary to take health protection measures within the facilities and premises made available for its use, it shall

coordinate the execution of such means with the concerned Finnish authorities.

5. The Finnish regulations referred to above and any related information shall be provided to an Allied Headquarters by the concerned Finnish authorities in the English or French languages.

ARTICLE 22 MEDICAL AND DENTAL SERVICES

Pursuant to the Agreement, Article IX, paragraph 5, Finland shall permit Members and their Dependents to receive medical and dental care, including hospitalization, on terms established or to be agreed between Finland and the Allied Headquarters or the Sending States, as appropriate. Finland shall take all necessary measures to ensure that procedural provisions exist to prevent delay or denial of such care by reason of lack of Finnish personal or identification number, registration or other proof of status normally used by Finnish nationals.

ARTICLE 23 EVACUATION OF MEMBERS OF AN ALLIED HEADQUARTERS AND THEIR DEPENDENTS

Evacuation of Members and their Dependents, in case of emergency situations, will be subject to separate arrangements between the Sending States in question and Finland. Finland and an Allied Headquarters shall coordinate adequate procedures to ensure prompt evacuation of Members and their Dependents not subject to evacuation by a Sending State.

ARTICLE 24 CORRESPONDENCE AND COMMUNICATION

1. For the purposes of official communications and correspondence, an Allied Headquarters shall have access to fixed line, mobile as well as satellite phone systems, internet services, telecommunication and any other information and communication services, to include radio and TV, land and satellite services, and postal services in Finland, irrespective of whether the service is operated commercially or publicly. Finland shall impose no such legal or other similar measures that would interfere with an Allied Headquarters' right to conclude agreements with these private service providers on the same terms and conditions as Finnish Defence Forces. Finland shall, on the request of an Allied Headquarters, take all adequate measures to include an Allied Headquarters in the same contracts that Finnish Defence Forces are under.

2. An Allied Headquarters shall, as a minimum, have access to Finnish

Defence Forces' military communication, courier and postal services on terms and conditions comparable to those enjoyed by Finnish Defence Forces provided that these services are provided by the Finnish Defence Forces. If these services are provided by private service providers, an Allied Headquarters shall agree the terms and conditions bilaterally with these service providers.

3. An Allied Headquarters and, in accordance with North Atlantic Council approved policy, applicable NATO Standardisation Agreements and subsequent agreements, a Party to the North Atlantic Treaty may establish and operate, at their own expense and subject to coordination with Finland, fixed line, mobile as well as satellite phone systems, internet services, postal and courier services, and any other communication and information system services in Finland for the official and private use of the Allied Headquarters and its Members.

4. An Allied Headquarters shall be allowed to establish, operate and use classified and unclassified networks, systems and means of secure and cipher communication in Finland, and, provided that the systems are exclusively used by an Allied Headquarters, to conduct monitoring of those systems for security reasons and other authorised purposes.

5. Consistent with the Agreement, Article XI, paragraph 3, any official correspondence or communication of an Allied Headquarters, marked or otherwise declared as official, shall not be subject to any restrictions, inspection, censorship, delay, or other control by Finnish authorities, unless the Allied Headquarters waived this immunity. Similarly, official correspondence and packages of a Sending State, represented at the Allied Headquarters, may be sent through diplomatic channels or military postal service channels, where such are available, without any restrictions, inspection, censorship, delay, or other control by Finland. Such mail or material will be marked with the term "Official".

6. An Allied Headquarters shall be entitled to send and receive official correspondence and packages by courier or in sealed bags, and shall enjoy the immunities and privileges accorded to diplomatic couriers and bags.

ARTICLE 25 TELECOMMUNICATION SERVICES

1. Subject to further arrangements with the appropriate Finnish authorities regarding locations and technical details of equipment, an Allied Headquarters may import, establish, access, operate and maintain, on either a temporary or non-temporary basis, inside or outside the premises occupied by it, such telecommunications facilities and military radio stations as may be required for its official activities.

2. Finland shall remain responsible and liable for spectrum management. Frequencies to be used by an Allied Headquarters, together with their parameters, shall be established by an Allied Headquarters and the Finnish authorities responsible for spectrum management in accordance with the procedures set up by the appropriate NATO authority. An Allied Headquarters and Finland shall take all necessary measures to avoid and eliminate harmful interference with each other and with civilian telecommunication services and electrical power facilities. Subject to prior coordination with the appropriate Finnish authorities, an Allied Headquarters may employ necessary security measures to protect the Allied Headquarters' communications in Finland for reasons of security and force protection.
3. Telecommunication facilities and military radio stations shall be used exclusively for official purposes in accordance with the paragraph above.
4. Finland shall not charge an Allied Headquarters for the use of the electromagnetic spectrum allocated solely for military use. An Allied Headquarters shall be treated consistent with NATO policy, and where no policy is provided, in the same manner as the Finnish Defence Forces regarding the use of frequencies allocated for civilian services and systems.
5. Applications regarding wire telephone and telegraph and/or data systems and circuits shall be submitted in accordance with the procedures established by the correspondent NATO authority.
6. Finland shall impose no such legal or other similar measures that would interfere with an Allied Headquarters' right to conclude agreements with the private telecommunication service providers on the same terms and conditions as Finnish Defence Forces. Finland shall, on the request of an Allied Headquarters, take all adequate measures to include an Allied Headquarters in the same contracts that Finnish Defence Forces are under.
7. In establishing and operating telecommunications facilities, an Allied Headquarters shall apply the provisions approved by the International Telecommunications Union and any other international or regional telecommunications regulations binding upon Finland, as well as Finnish laws and regulations. An Allied Headquarters shall be exempt from this provision to the extent that such exemption is granted to the Finnish Defence Forces.
8. An Allied Headquarters shall be entitled to send and receive messages and data in cipher.

ARTICLE 26

POLICING ON AND OFF PREMISES

1. In accordance with the Agreement, Article VII, paragraph 10 (a), and the Protocol, Article 3, paragraph 2, an Allied Headquarters shall have the right to police any premises occupied by it. The Security Staff of an Allied Headquarters may take all necessary and proportionate measures to ensure the maintenance of order, discipline and security on such premises. This authority shall be exercised as defined in NATO policy and subject to subsequent arrangements with Finland. Finland shall render assistance by the appropriate authorities to the Head of an Allied Headquarters or the designated representative, when so requested.
2. The exercise of police powers outside an Allied Headquarters' premises shall be the responsibility of the Finnish authorities. Outside an Allied Headquarters' premises, an Allied Headquarters' Security Staff shall only be employed in the circumstances and under the conditions specified in Article VII, paragraph 10 (b) of the Agreement.
3. In accordance with the Agreement, Article VII, paragraph 5 (b), and the Protocol, Article 4, the Head of an Allied Headquarters, or the designated representative, shall be promptly notified of the arrest or other detention of any Member or of their Dependents.
4. Writs, fines, and summons issued against Members who are not Finnish nationals or ordinarily residents in Finland may be served through the Head of an Allied Headquarters to which they are attached.

ARTICLE 27

SECURITY AND FORCE PROTECTION

1. Finland is responsible for all aspects of force protection, including risk assessment, planning, provision and implementation, to Finnish national standards for an equivalent entity (headquarters, individual, group, etc.), in the following scenarios:
 - a. Perimeter protection of an Allied Headquarters.
 - b. Protection of meetings organised by an Allied Headquarters but held outside of the premises of that Allied Headquarters.
 - c. Protection of VIPs, either based within the Allied Headquarters or visiting the Allied Headquarters, or otherwise taking part in events organised by an Allied Headquarters.
2. Finnish authorities and an Allied Headquarters shall cooperate closely

concerning activities under this Article. Finland and an Allied Headquarters shall exchange information concerning both force protection and security threats.

3. Any requirements by a Sending State for special security arrangements such as close protection of its staff members shall be agreed separately under bilateral agreements concluded between that Sending State and Finland.

ARTICLE 28 ARMS

1. Without prejudice to the Agreement, Article VI, Members may possess and carry service weapons in accordance with bilateral agreements concluded between a Sending State and Finland, as applicable.

2. Finnish law shall apply to all matters concerning privately owned arms and ammunition.

ARTICLE 29 TRAFFIC REGULATIONS AND MOTOR VEHICLES

1. With the exception of exemptions provided in this Supplementary Agreement, Finnish traffic regulations shall apply to the operation of official motor vehicles and trailers of an Allied Headquarters and to the personal use of private motor vehicles, trailers, and watercrafts of its Members and their Dependents, regardless of type.

2. An Allied Headquarters' official motor vehicles and trailers, regardless of their type, shall be afforded the same exemptions from Finnish traffic regulations as are afforded to Finnish Defence Forces.

3. If considered necessary by the Allied Headquarters, and paying due regard to public safety and order, and protection of the environment, Finland shall, in respect of official motor vehicles and trailers of an Allied Headquarters, grant exemptions from Finnish regulations concerning the specifications on construction, design and equipment of such motor vehicles and trailers, regardless of their type.

4. Privately owned motor vehicles of any type and trailers temporarily imported in accordance with the Agreement, Article XI, paragraph 6, and the Protocol, Article 8, paragraph 3, shall for the period of such importation, be subject only to the minimum construction, design and equipment regulations applicable to road motor vehicles and trailers in Finland, taking at the same time due account of public safety and order.

ARTICLE 30 DRIVING LICENCES

1. The provisions of the Agreement, Article IV, shall apply to all Members and shall extend to their Dependents, on the condition that the Dependent satisfies the driving requirements in Finland. If so required by Finnish regulations, Finland shall issue a Finnish driver's licence, without additional tests, fees, or requesting the surrender or deposit of the original licence. Upon request of Finland, the concerned Allied Headquarters shall provide an endorsement to confirm that an individual is a Member or the Dependent of such a Member.

2. Whilst in Finland, Members and their Dependents who satisfy the driving requirements in Finland shall be permitted to acquire a Finnish driving license after complying with the appropriate Finnish regulations.

ARTICLE 31 REGISTRATION PLATES

1. Finland shall register, temporarily register, deregister, and issue registration plates and registration certificates or temporary registration certificates and required markings for the official motor vehicles and trailers of an Allied Headquarters and of the Members' and their Dependents' private motor vehicles and trailers, regardless of their type, in accordance with the terms set out in this Supplementary Agreement, subject to further arrangements with Finland.

2. Without prejudice to paragraph 1 of this Article, or the Agreement, Article XI, an Allied Headquarters shall, subject to further arrangements with Finland, be entitled to perform the registration of its official motor vehicles and trailers, regardless of their type.

3. If a Supreme Headquarters deems it essential for security reasons and as a force protection measure and subject to a request by an Allied Headquarters, access to the registration data of official motor vehicles and trailers, and privately owned motor vehicles and trailers shall be limited to institutions authorised under Finnish law to have full access to such data. This shall not be understood as a voluntary waiver of entitlements and immunities set up in Articles 7, 16 to 19 of this Supplementary Agreement.

4. Registration and registration plates shall be provided free of charge for official motor vehicles and trailers, whereas Finland registration of and issuance of registration plates for privately owned motor vehicles and trailers, and of cover registration plates, shall be provided at actual cost only.

5. Nothing in this Article shall be understood to contradict or impede the rights afforded to an Allied Headquarters under the Protocol, Articles 4, 8, and 13, or to a Sending State under the Agreement, Article XI, to temporarily import and re-export service vehicles on the conditions and subject to the documentation stipulated in the Agreement.

6. Privately-owned motor vehicles and trailers registered in the territory of Finland shall be subject to periodic technical inspections in accordance with Finnish regulations, where applicable.

ARTICLE 32 MILITARY CLUBS, TRAVEL CONCESSIONS, AND SPORT FACILITIES

Subject to further local arrangements and without prejudice to Agreement, Article IX, paragraph 6, Finland shall grant Members and their Dependents access to military amenities and clubs, travel concessions and discounts, and sport facilities, where these exist, at the same conditions to include costs and rates, as those applied to Members of the Finnish Defence Forces and their Dependents.

ARTICLE 33 EDUCATION

1. Members and their Dependents shall be granted access to education and kindergartens, including Finnish and Swedish language instruction, provided by Finnish authorities (including regional, municipal authorities and the like), under the same conditions and subject to the same course fees as applicable to Finnish nationals.

2. The Finnish authorities shall advise the establishment of an international school, which is in the vicinity of an Allied Headquarters but operate in other educational system (IB or national schools other than Finnish) and shall ensure that such school receives the same conditions as accorded to the private schools in Finland. The curriculum of such an international school must also meet the minimum requirements of the Finnish curriculum. However, the school remains responsible for meeting any fees related to the accreditation process.

3. Should there be a need for an Allied Headquarters located in Finland to set up and operate additional international schools, all details of such schools, including conditions and procedures, will be defined in a separate agreement.

4. The Finnish authorities shall recognise, in accordance with applicable Finnish laws, certificates issued by schools referred to in paragraph 2 above, on the condition that such schools hold the necessary authorisation according to applicable

Finnish law. The Finnish authorities shall permit transfer or transition to all Finnish education systems, from elementary through high school/gymnasium to higher education/university.

ARTICLE 34 MORALE AND WELFARE ACTIVITIES

Morale and Welfare programmes established by an Allied Headquarters in accordance with NATO regulations, if it is an NCS Allied Headquarters, and by Sending States' National Support Units, are authorised to rely on an Allied Headquarters' Members and their Dependents in support of such programmes subject to reimbursement of their associated costs and against honorarium. Such engagement does not amount to or correspond to employment, and the engagement shall, irrespective of nationality of the persons so engaged, not be subject to Finnish laws relative to labour, employment, social contributions etc., and the reimbursements and/or honorarium shall be exempt from any Finnish taxation.

ARTICLE 35 IMPLEMENTATION AND DISPUTE SETTLEMENT

1. The Parties agree to take the required measures to facilitate the implementation and execution of this Supplementary Agreement. This includes concluding local implementing arrangements and as required, arrangements to facilitate sharing or transfer of personal data.

2. All communications and arrangements exchanged or concluded subsequent to this Supplementary Agreement shall be conducted in the official NATO languages.

3. Any disputes or issues arising out of the execution of this Supplementary Agreement between an Allied Headquarters and Finland shall be settled by negotiations and without recourse to any legal or administrative proceedings. The Parties agree to jointly resolve any differences between them relating to the interpretation or application of this Supplementary Agreement, disputes which cannot be settled through negotiations shall be resolved as envisaged in the Protocol, Article 15, and without recourse to any outside legal or administrative proceedings or jurisdiction.

ARTICLE 36 AMENDMENTS

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

2. The amendments shall enter into force in accordance with the terms specified in Article 37 of this Supplementary Agreement.

ARTICLE 37
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Supplementary Agreement shall enter into force fourteen (14) days after the date of the written notification by the Government of the Republic of Finland that it has completed its internal procedures required for the entry into force.
2. This Supplementary Agreement shall remain in force for an indefinite period of time and irrespective of the permanent presence of an Allied Headquarters in Finland, as long as Finland remains a Party to the Paris Protocol.
3. Any future Supreme Headquarters, as defined in Article 1, paragraph 5 of this Supplementary Agreement, shall, without further invitation be entitled to accede to this Supplementary Agreement, by submitting an instrument of accession to the Republic of Finland and a copy to the other Parties.
4. Either of the Parties may, at any time but no sooner than two (2) years after the entry into force, terminate this Supplementary Agreement upon a prior written notification delivered to the other Parties through the appropriate channels.
5. The present Supplementary Agreement shall terminate one (1) year after the receipt of such notification, unless otherwise agreed. However, the Parties may, subject to specific circumstances and by mutual consent, agree to extend this Supplementary Agreement for an additional period of one (1) year.
6. Without prejudice to the Agreement, Article XV, and the Protocol, Article 16, and subject to the provisions of paragraph 7 below, this Supplementary Agreement shall remain in force in case of hostilities to which the North Atlantic Treaty applies. However, the provisions relating to the location and personnel strength of an Allied Headquarters shall, in the event of such hostilities, immediately be the subject of examination by the appropriate Supreme Headquarters and Finland so that any desirable changes may be made in the application of this Supplementary Agreement.
7. In the event of hostilities as defined above, each Party shall be entitled, after 60 days' notice to the other Parties, to suspend the application of any provision, except Article 35, of this Supplementary Agreement in so far as it may be necessary. If this right is exercised, the Parties shall forthwith consult one another so that arrangements may be reached on the proper provisions to replace those in respect of which application has been suspended.

Done at _____ on the date _____

In three copies, in the English and Finnish language, both texts being equally authentic. In case of divergence, the English text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF FINLAND:

Antti Häkkänen
Minister of Defence of the Republic of Finland

FOR THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE:

General Alexis G. Grynkeuich
Supreme Allied Commander Europe

FOR SUPREME HEADQUARTERS ALLIED COMMANDER
TRANSFORMATION:

Admiral Pierre Vandier
Supreme Allied Commander Transformation

ANNEX TO AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE AND HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION TO SUPPLEMENT THE PARIS PROTOCOL

1. Subject to the control, use and disposal set forth in this Supplementary Agreement and without prejudice to the privileges granted under the Paris Protocol, Article 8, paragraphs 2 and 3, and the Agreement, in particular Article XI, paragraphs 5 and 6, Entitled Members and their Dependents enjoy the following entitlements in implementation of Article 18 and 19:

a. In accordance with the purposes stated in the Agreement, Article XI, paragraphs 5 and 6, importation of personal effects, furniture, and private motor vehicles for personal use etc. as follows:

(1) Personal effects and furniture: During the six months subsequent to Entitled Members' and their Dependents' arrival, or if Entitled Members arrive unaccompanied, the six months subsequent to the arrival of their last Dependent(s), Entitled Members may import their and their Dependents' personal effects and furniture free of duties and taxes for their personal use for the term of such service. After the expiration of the six-month period, Entitled Members may also import duty or tax-free a supplementary shipment of personal effects and furniture. In any case and at any time, Entitled Members may replace, by means of import free of taxes and duties, lost or destroyed personal effects or furniture that was previously imported duty or tax-free. Such items, to include other personal effects acquired during the period of NATO service, may also be re-exported duty and tax-free;

(2) Entitled Members may for the term of their service import, as part of their personal effects and furniture and for the personal use of themselves and their Dependents free of duties and taxes:

(1) Their private motor vehicles (as defined in Finnish legislation);

(2) Their private motorcycles (as defined in Finnish legislation);

(3) Their private recreation and camper vans (as defined in Finnish legislation);

(4) Their private caravans (as defined in Finnish legislation);

(5) Their private trailers (as defined in Finnish legislation);

(6) Their private recreational crafts (as defined in Finnish legislation);

- (3) Receiving parcels through the Allied Headquarters' or Finnish postal systems free of all duties and taxes provided the contents are for the personal use of themselves and their Dependents. This does not interfere with any bilateral agreements between Finland and other States regarding operation of postal systems.

b. Entitled Members may for the term of their service and for the personal use of themselves and their Dependents purchase the items identified below in Finland free of duties and taxes. Finnish duties and taxes on such purchases shall be either waived or reimbursed in a procedure to be established by Finland:

- (1) Personal effects for use in their daily household, when the total value of the goods according to one invoice exceeds € 170. A detailed list of effects may be established between the Supreme Headquarters and Finland;
- (2) Private motor vehicles (as defined in Finnish legislation): One private motor vehicle per person in the household above the driving age in Finland at any one time;
- (3) Motorcycles (as defined in Finnish legislation): One motorcycle per person in the household above the driving age in Finland at any one time;
- (4) Recreation and camper vans (as defined in Finnish legislation): One recreation or camper van per Entitled Member at any one time;
- (5) Caravans (as defined in Finnish legislation): One caravan per Entitled Member at any one time;
- (6) Trailers (as defined in Finnish legislation): One trailer per Entitled Member at any one time;
- (7) Recreational crafts (as defined in Finnish legislation): One recreational craft per Entitled Member at any one time;
- (8) Petrol and fuels for their private motor vehicles and motorcycles. Limitations of amounts may be established between the Allied Headquarters and Finland;

- (9) Charging of their private electric or plug-in vehicles. Limitations of amounts may be established between the Allied Headquarters and Finland.
2. Rationed items, to include tobacco and other nicotine products as well as alcohol products, which are limited by age restriction, may be purchased by Members and their Dependents in Allied Headquarters' Canteens in amounts to be agreed between the Allied Headquarters and Finland.
3. When importing items as envisaged in this Annex, Entitled Members and their Dependents shall comply with Finnish legislation concerning the import and export of products by travel and/or by post. The personal effects shall be imported solely for personal use and in reasonable amounts not indicating commercial or professional use.
4. Tax exemptions on importation or purchase of private motor vehicles, recreation and camper vans, caravans, trailers, motorcycles, and pleasure boats are granted up to three (3) months before an Entitled Member enters Finland. Such exemptions shall only be permitted during the last six month of a planned tour of duty with the motivated endorsement of the Sending State or Allied Headquarters, as appropriate.
5. An Allied Headquarters shall provide internal regulations with regard to the administration of purchases made in the Allied Headquarters' Canteen for official functions of that Headquarters.
6. Nothing in this Annex is construed to interfere with customs allowances for crossing international borders, and it is an individual responsibility to duly observe and comply with customs regulations in force.
7. The amounts set out above shall be reviewed upon request of either of the Parties and any modification shall be agreed in an Exchange of Letters between Finland and the Supreme Headquarters.