

Fö Registrator

Från: Catharina Wale-Grunditz
Skickat: den 16 september 2014 14:51
Till: widar@friatider.se
Kopia: Henrik Hedberg; Sara Norrevik; Fö Registrator
Ämne: VB: Avtal om vårdlandsstöd (till Henrik Hedberg, svar går till widar@friatider.se)

Hej Widar,

Jag har vidarebefordrat din fråga till Fö registrator som kommer att skicka dig en kopia av avtalet.

Vänliga hälsningar,

Catharina Wale Grunditz

*Börskända kopia
muk*

Från: Henrik Hedberg
Skickat: den 16 september 2014 12:29
Till: Catharina Wale-Grunditz
Kopia: Sara Norrevik
Ämne: Fwd: Avtal om vårdlandsstöd (till Henrik Hedberg, svar går till widar@friatider.se)

*Registratorskontoret
Försvarsdepartementet*

Hej, se nedan. Kan du svara honom? Tack!

Skickat från min iPhone

Vidarebefordrat brev:

Från: Fria Tider <widar@friatider.se>
Datum: 16 september 2014 12:23:26 CES
Till: Henrik Hedberg <henrik.hedberg@regeringskansliet.se>
Kopia: Jesper Gyberg <jesper.gyberg@regeringskansliet.se>
Ämne: Re: Avtal om vårdlandsstöd (till Henrik Hedberg, svar går till widar@friatider.se)

Hej igen,

nu vill jag ha detta idag under dagen. Det är helt orimligt att det ska ta flera månader och helt uppenbart att ni inte vill lämna ut avtalet, se här:
<http://nyhetsbanken.se/news/view.asp?ID=2012>

Om jag inte får en kopia innan 18.00 idag så tvingas jag alltså att anmäla detta till de instanser som finns.

Med vänliga hälsningar,

Widar Nord
 Publisher
widar@friatider.se

= Mottagare!

FRIATIDER 
 Mediesverige behöver en rak höger!



Utdrag

Protokoll

4

vid regeringssammanträde

2014-08-28

F62014/91/SI (delvis)

Försvarsdepartementet

Undertecknande av samförståndsavtal om värdlandsstöd med Nato

1 bilaga

Regeringens beslut

Regeringen beslutar att ett samförståndsavtal om värdlandsstöd med Nato ska undertecknas under förutsättning att det i huvudsak stämmer överens med bilagan.

Ärendet

Regeringen beslutade 2010 och 2012 att anta ett mål om värdlandsstöd (eng. Host Nation Support, HNS) inom ramen för Partnership for Peace Planning and Review Process (PARP). Målet anger att Sverige ska utveckla och implementera koncept för värdlandsstöd, vilket bl.a. omfattar att förhandla ett samförståndsavtal om värdlandsstöd med Nato.

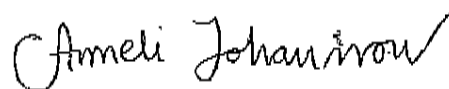
Syftet med värdlandsstöd är att säkerställa att värdlandet kan lämna effektivt stöd för militär verksamhet på värdlandets territorium i samband med övningar, krishanteringsoperationer eller insatser. Ett fördjupat arbete med HNS skapar förutsättningar för att öka Försvarsmaktens förmåga att ge och ta emot stöd. Ett avtal om värdlandsstöd blir endast tillämpligt i de fall Nato genomför verksamhet i Sverige på inbjudan av Sverige som värdnation.

Regeringen bemyndigade den 26 juni 2014 Försvarsmakten att förhandla fram ett avtal om värdlandsstöd med Nato. Försvarsmakten har redovisat resultatet av förhandlingarna. Avtalet har den lydelse som framgår av *bilagan*.

2

Avtalet träder i kraft när Sverige har underrättat Nato om att alla nödvändiga åtgärder för avtalets ikraftträdande har fullgjorts.

Utdraget stämmer
med originalet



Anneli Johansson

Utdrag till

Statsrådsberedningen/SAM
Justitiedepartementet/L2, L4, L5, L6
Utrikesdepartementet/SP, FMR, RS, PROT, IH
Försvarsdepartementet/MFI, SSK, RS
Finansdepartementet/SKA
Socialdepartementet/RU, RÄTT
Försvarsmakten
Försvarets materielverk

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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE GOVERNMENT OF THE KINGDOM OF SWEDEN

AND

HEADQUARTERS, SUPREME ALLIED COMMANDER
TRANSFORMATION

AS WELL AS

SUPREME HEADQUARTERS ALLIED POWERS EUROPE

REGARDING

THE PROVISION OF HOST NATION SUPPORT FOR THE EXECUTION OF
NATO

OPERATIONS / EXERCISES / SIMILAR MILITARY ACTIVITY

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INTRODUCTION

The Government of the Kingdom of Sweden as well as the Headquarters, Supreme Allied Commander Transformation (HQ SACT) and the Supreme Headquarters Allied Powers Europe (SHAPE), hereinafter referred to as the Participants:

HAVING REGARD to the provisions of the North Atlantic Treaty, dated 4 April 1949, and in particular Article 3 thereof;

HAVING REGARD to the Partnership for Peace Framework Document Issued by the Heads of State and Government Participating in the Meeting of the North Atlantic Council (Framework Document), dated 10 January 1994;

HAVING REGARD to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), dated 19th June 1951, the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol), dated 28 August 1952, 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 (PfP SOFA), dated 19 June 1995, the Additional Protocol to 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 (Additional Protocol to the PfP SOFA), dated 19 June 1995, the Further Additional Protocol to 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 (Further Additional Protocol to the PfP SOFA), dated 19 December 1997, and including reservations made by any of the Parties to those agreements;

HAVING REGARD to the provisions of the Security Agreement between the Government of Sweden and the North Atlantic Treaty Organization, dated 6 September 1994, and the Administrative Arrangement for the Handling and Protection of NATO Classified Information Provided to Sweden, dated 14 June 2012;

HAVING REGARD to the concept of deploying NATO forces and coalition forces under NATO command and control to or through the territory of the Kingdom of Sweden during periods of peace, crisis, emergency, and conflict in support of NATO military activities;

HAVING REGARD to the concept of exercises and operations anticipated to take place with NATO, Partnership for Peace (PfP) and other NATO-led forces;

AND IN CONSIDERATION of the needs of the Kingdom of Sweden, and the needs of the Allied Command Operations (ACO), and the Allied Command Transformation (ACT) hereinafter referred as the Strategic Commands (SCs);

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THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDING:

SECTION ONE

1. DEFINITIONS

For the purposes of this MOU and its follow-on documents the following definitions apply:

- 1.1 Forces. All components of a NATO-led force, to include all personnel, animals, material, and provisions, together with any civilian components of such forces as defined in the NATO SOFA, Paris Protocol and PfP or other nations participating under the NATO lead. The term also includes all ships, aircraft, vehicles, stores, equipment, and ammunition, as well as all air, land and sealift movement resources, together with their support services including contractors deploying or supporting the force.

(NATO) Contractors. Non-Swedish businesses, individuals and entities, who are not resident in the territory of Sweden, who are employed by NATO, NATO Member States, and non-NATO nations contributing to NATO-led operations, and who are providing goods and/or services of whatever nature in the territory of Sweden to NATO within the framework of operations, exercises, experiments or similar-NATO-led military activities. This includes contractors employees as well as sub-contractors and their employees acting within the framework of the operation but it does not include local contractors, their employees, subcontractors and their employees.

- 1.2 NATO Military Activities. Military actions including exercises, training, operational experimentation and similar activities, or the carrying out of a strategic, tactical, service, training, or administrative military mission performed by forces; the process of carrying on combat, including attack, movement, supply and manoeuvres needed to gain the objectives of any battle or campaign.
- 1.3 NATO Commander. A military commander in the NATO chain of command.
- 1.4 NATO Organisations. Headquarters and organised units of forces under NATO command and control.
- 1.5 International Military Headquarters. International Military Headquarters in the NATO integrated command structure or that have been granted that status by the NAC/DPC. This includes activities that may be temporary detachments or units of the Headquarters.

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- 1.6 National Headquarters. Headquarters of national forces under NATO command and control.
- 1.7 Multinational Headquarters. Headquarters with personnel from more than one nation formed by agreement of participating nations and under NATO command and control.
- 1.8 Sending Nations (SNs). Those nations and International Military Headquarters or its elements deploying to the territory of HN in support of NATO military activities.
- 1.9 Host Nation (HN). The Kingdom of Sweden.
- 1.10 Strategic Commanders or Commands (SCs). The Supreme Allied Commander Europe (SACEUR), the commander of Allied Command Operations (ACO), and the Supreme Allied Commander Transformation (SACT), the commander of Allied Command Transformation (ACT).
- 1.11 Host Nation Support (HNS). The civil and military assistance rendered in peace, emergencies, crisis and conflict by a Host Nation to allied forces and organisations, which are located on, operating in or transiting through the Host Nation's territory, territorial waters or airspace.
- 1.12 Force Protection (FP). All measures taken and means used to minimise the vulnerability of personnel, facilities, equipment and activities to any threat and in all situations, to preserve freedom of action and the operational effectiveness of the force.
- 1.13 Expenses. Those expenditures associated with the establishment, support and sustainment of national, multinational or International Headquarters, forces or NATO organisations. For the purposes of this MOU and its follow-on documents:
 - a. NATO Common Costs. Those expenses agreed in advance to be the collective responsibility of the Alliance.
 - b. Shared Costs. Those expenses agreed in advance to be the shared responsibility of more than one nation. Shared Cost arrangements are usually based on a formula detailed in the relevant Technical Arrangement and/or Joint Implementation Arrangements.
 - c. Direct National Costs. Those expenses considered the responsibility of a single SN.

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- 1.14 NATO Common Funding. Funds provided by NATO nations and made available upon approval through NATO budgets for Common Costs incurred during the conduct of the NATO military activity specified therein.
- 1.15 Note of Accession (NOA). A document indicating the intent of a SN to participate in arrangements for HNS under the provisions of this MOU for a specified NATO-led military activity.
- 1.16 Statement of Intent (SOI). A document indicating a SN's intent to participate in arrangements for HNS under the provisions of this MOU, but subject to certain specific reservations. The HN will confirm whether or not the reservations are acceptable for the provision of HNS.
- 1.17 Technical Arrangement (TA). A follow-on bilateral arrangement for a specified NATO military activity. It details the responsibilities and procedures for the provision of HNS by the HN to the NATO Commander and SN(s).
- 1.18 Joint Implementation Arrangement (JIA). A follow-on bilateral arrangement that establishes the commitment between the signatories concerning the provision and receipt of HNS. It includes detailed information on the required and offered support, site-specific procedures for implementation and reimbursement or payment terms.
- 1.19 Joint Host Nation Support Steering Committee (JHNSSC). A committee established on an ad hoc basis and co-chaired by the HN and NATO Commander. The committee, comprised of authorised representatives from all SNs, the HN and NATO Commander(s), will meet to coordinate the necessary amplifying arrangements regarding HNS, such as the TA and JIA(s), as appropriate.
- 1.20 Operational Sites. Sites situated in the territory of the HN for the purpose of operational and/or logistics support to the force for NATO-led military activities. These sites are detachments of a Strategic Command under the command and control of the NATO Commander.
- 1.21 The Participants are aware that unless a meaning is specified within this MOU, for NATO, the NATO Glossary of Terms and Definitions (AAP-6) will apply.

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SECTION TWO**2. PURPOSE**

- 2.1 The purpose of this MOU is to establish policy and procedures for the establishment of operational sites and the provision of HNS to NATO forces in, or supported from the HN, during NATO military activities.
- 2.2 This MOU and its follow-on documents are intended to serve as the basis for planning by the appropriate HN authority and by NATO Commanders anticipating HNS arrangements for a variety of NATO military activities. These missions include those for which deploying forces have been identified and those for which forces are yet to be identified.

SECTION THREE**3. SCOPE AND GENERAL ARRANGEMENTS**

- 3.1 The provisions of the NATO or PfP SOFA, Paris Protocol and the Further Additional Protocol and any other relevant agreements as may be in force between the Supreme Headquarters and HN, will apply to all NATO-led military activities.
- 3.2 The HN recognizes Operational Sites set up under implementation of this MOU to be detachments of the establishing Supreme Headquarters and the activities of such detachments to be undertakings of the Supreme Headquarters. The sites to be established will be identified in follow-on documents. Command and control arrangements will be assigned in applicable operational plans.
- 3.3 This MOU is intended to be in accord with NATO doctrine and policy and provides an umbrella arrangement and structure for HNS.
- 3.4 The HN will provide support within its fullest capacity, subject to availability and within the practical limitations of the circumstances that then exist, to the forces deployed on NATO-led military activities. The details of this support will be addressed in follow-on documents.
- 3.5 The provisions of this MOU apply in peace, emergencies, crisis and conflict or periods of international tension as may be jointly determined by the appropriate HN and NATO authorities.

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- 3.6 While SNs are encouraged to participate in NATO military activities and to accept the provisions of this MOU as the umbrella document under which HNS is provided by the HN, separate bilateral agreements with individual nations may be taken into account by the HN on a case-by-case basis.
- 3.7 The HN and SCs may designate representatives to negotiate follow-on documents that support and amplify this MOU.
- 3.8 NATO military activities supported by this MOU may require multinational support air operations by fixed wing aircraft and helicopters, and in the case of ports, by merchant and military support vessels. The HN acknowledges that movement of such aircraft, helicopters, ships and their crews in and through HN territorial areas, will take place under a general clearance for the duration of the NATO military activity. The HN will administer/control all aspects of such a clearance.

SECTION FOUR

4. REFERENCE DOCUMENTS

Reference documents that may be applicable to this MOU are contained at Annex A.

SECTION FIVE

5. RESPONSIBILITIES

Within the provisions of this MOU:

5.1 Host Nation

- a. During development of follow-on documents and as changes occur, and following completion of these documents, the HN will provide timely notice to the appropriate NATO Commander concerning the availability or any deficiencies of HNS capabilities. The HN takes note that NATO planners rely on the developed follow-on documents to this MOU and require timely notice of planned changes to the national establishment and capabilities.
- b. In order to provide support, the HN will make the necessary arrangements with sources of support, to include civil and commercial sources. Commercially procured support will be obtained via a competitive bidding process from the bidder of the lowest compliant

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bid or the economically most advantageous compliant bid.

- c. The HN will keep the administrative and financial records necessary to establish reimbursement to the HN for resources provided to the forces. Records documenting transactions funded through NATO budgets will be made available to NATO as required for audit purposes.
- d. The standard of goods and services supplied by the HN will be in accordance with the details set out in the follow-on documents.
- e. The HN will retain control over its own HNS resources, unless control of such resources is released.
- f. The HN will provide, in advance of any NATO military activity, a price list for any relevant or identified HN support.
- g. The HN will invite SNs to accept the provisions of this MOU by either a Note of Accession or Statement of Intent.
- h. The HN (*in coordination with the NATO Commander*) will provide to the force, medical and dental support by HN military personnel/facilities under the same conditions as provided to the HN military.
- i. The HN will provide the procedures for the medical links between HN and SN, including medical POCs.
- j. During development of follow-on documents, the HN will provide the NATO Commander with copies in English of any health, safety, environmental and agricultural regulations, which may apply to a NATO military activity, as well as any regulations in respect to the storage, movement, or disposal of hazardous materials.
- k. The HN accepts that copies of SNs cargo manifests for equipment and supplies both for military and personal use in accordance with the NATO SOFA, will be sufficient documentation for Customs purposes.

5.2 NATO Commander

- a. The NATO Commander will ensure, to the maximum extent possible, that follow-on documents specify the type, quantity, and quality of support required. It is noted that the mission and force structure cannot be specified

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before designation in an Operation Plan (OPLAN) an Operation Order (OPORD), or an Exercise Operational Order (EXOPORD). The NATO Commander will provide supplementary information necessary for HN planning as soon as practicable.

- b. The NATO Commander will give timely notice of any change in circumstances to the HN and will propose modification of follow-on documents, as appropriate.
- c. The NATO Commander will determine whether Common Funding is available and which requirements are eligible for Common Funding.
- d. The NATO Commander will define and prioritise required HNS and approve the pricing for Common Costs.
- e. The NATO Commander will ensure financial reimbursement to the HN for agreed HNS if paid for through Common Funding. In all other cases, the NATO Commander will aid so far as possible in the resolution of financial obligations between the HN and the SNs.
- f. If SN requirements conflict with the NATO Commander's resource distribution priorities, the appropriate NATO Commander will resolve the conflict with the SNs involved.
- g. The NATO Commander will identify personnel and other requirements for the operation of sites to be established in the HN.
- h. The NATO Commander will facilitate standardisation of support requirements and costs during negotiations and/or at the JHNSSC.

5.3 Sending Nations

- a. SNs may elect to participate in the structure and procedures for HNS by accepting the provisions of this MOU through a NOA or by issuing a SOI for a specified NATO military activity.
- b. SNs will identify HNS requirements to the HN and responsible NATO Commander.
- c. For Direct National Cost requirements, the SN will normally participate in negotiations for HNS during the JHNSSC or directly with the HN if a JHNSSC is not established. SNs will provide direct payment or

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- reimbursement for HNS to the HN only for services provided from military sources unless other payment procedures are used as agreed. Under contractual arrangements made by the HN and the SNs, the support provided from commercial or civilian resources will be paid for directly by the SNs.
- d. SNs will provide authorised personnel to participate in HNS discussions during the JHNSC, if established.
 - e. SNs will report changes in HNS requirements to the HN and appropriate NATO Commander as they occur and shall submit revised HNS requirements and/or status reports.
 - f. SNs are responsible for the cost of any civilian medical or dental services rendered by the HN.
 - g. SNs must follow HN health, safety, environmental and agricultural regulations and procedures that have been identified for operational sites as well as any HN regulations for the storage, movement, or disposal of hazardous materials.

SECTION SIX

6. FINANCIAL PROVISIONS

- 6.1 As provided in the NATO/PfP SOFA and/or Paris Protocol/Further Additional Protocol and/or mutual agreement and/or international convention equally applicable to the Participants, activities of International Military Headquarters, Operational Sites, NATO-owned and/or chartered vessels, aircraft, vehicles and POL provided to Forces will be free from all taxes, duties, state tolls, fees, and all similar charges.
- 6.2 The Paris Protocol and Further Additional Protocol which implement immunities and privileges regarding International Military Headquarters will be applied to any headquarters element or detachment that may deploy to HN following the implementation of a NATO military activity.
- 6.3 Equipment, supplies, products, materials and services temporarily imported to and exported from HN territory in connection with a NATO military activity, are exempt from all duties, taxes and fees. Other customs procedures will be determined in accordance with the NATO or PfP SOFA, Paris Protocol and Further Additional Protocol, as applicable.

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- 6.4 It is understood that any exemption referred to in Sections 6.1 to 6.3 from VAT and excise duties is granted to International Military Headquarters and NATO-led units as legal persons. Tax exemptions to natural persons, as defined as Force above, will be granted in accordance with the provisions set up in the NATO/PfP SOFA and the Paris Protocol/FAP, and their bilateral supplementary agreements that the parties/participants may decide to conclude.
- 6.5 Where complete exemption from taxes, duties, fees, and similar charges is not possible for purchases performed from the HN domestic economy, charges will not be levied at a higher rate than applied to the HN Armed Forces. All expenses should be processed with the least amount of accompanying administrative requirements.
- 6.6 Financial transactions, to include the transfer of funds and creation of accounts, at any private or governmental bank institution are to be conducted without acquiring governmental charges or governmental fees of any kind.
- 6.7 Final financial arrangements, particularly those related to NATO Common Funding, will likely only be determined just prior to the implementation of a NATO military activity. All financial arrangements negotiated beforehand must, however, be specific as to NATO's maximum financial liabilities. Expenses not specifically agreed to as being a NATO funded expense, prior to the expense being incurred, will not receive NATO Common Funding.
- 6.8 Follow-on documents will provide the initial basis for cost estimates and will serve as the basis for the categorisation of expenses as either NATO Common Costs (if applicable), Shared Costs, or Direct National Costs.
- 6.9 Where the NATO Commander determines that certain costs are both eligible and affordable for NATO Common Funding (from approved budget allocations) the appropriate SC will authorise Common Funding for those expenses and will either pay directly or reimburse the HN.
- 6.10 Where certain expenses are determined to be attributable to more than one nation, such expenses may be identified as Shared Costs and may, by the mutual agreement of the nations involved, be shared in accordance with a cost share formula approved in the TA or other follow-on documents.
- 6.11 Charges for civil and military materiel and services provided by the HN will not be levied at a higher rate than the HN Armed Forces is charged and will not include administrative or

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overhead surcharges, but may reflect adjustments due to delivery schedules, points of delivery, or similar considerations. Reimbursement will not be paid for support provided by military personnel.

- 6.12 The NATO Commander and SNs may contract directly with commercial suppliers for supplies, services or other support.
- 6.13 NATO-owned vehicles and SN military vehicles are self-insured and as such may operate without commercial insurance.
- 6.14 The HN will not incur any financial liability on behalf of the NATO Commander or the SNs, unless specifically requested to do so in advance by an authorised representative, and unless responsibility for payment of the expenses is agreed. Furthermore, no funds will be committed until the Supreme Headquarters or the SNs, as appropriate, approve the relevant follow-on documents and direct their implementation.
- 6.15 Funding has not been allocated in association with this MOU, and this document does not represent a specific funding obligation on the part of the NATO Commander or SNs. Detailed financial arrangements and reimbursement procedures will be specified in the follow-on documents.
- 6.16 Establishment of operational sites to support NATO military activities does not contemplate construction or rehabilitation of infrastructure.

SECTION SEVEN

7. LEGAL CONSIDERATIONS

- 7.1 The Supreme Headquarters will perform, or may delegate, legal actions essential for the performance of missions, including, but not limited to, the exercise of capacity to enter into contracts, engage in legal or administrative proceedings, and acquire and dispose of property.
- 7.2 The status of the forces deployed to the territory of the HN will be determined in accordance with the NATO or PfP SOFA, Paris Protocol and/or Further Additional Protocol.
- 7.3 Non-contractual claims arising out of, or in connection with, the execution of this MOU, will be dealt with in accordance with the provisions of the NATO or PfP SOFA.
- 7.4 Contract claims will be processed and adjudicated by the HN, through the process governing public contracts and in

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accordance with HN law, with reimbursement from the NATO Commander or SN, as applicable.

SECTION EIGHT

8. FORCE PROTECTION

- 8.1 Comprehensive and effective FP will be planned for NATO static headquarters and all similar military activities, and will be detailed in OPLANS, EXPIs or supplementary agreements, as appropriate. FP will be implemented in accordance with NATO policy and procedures and in a manner consistent with the NATO or PfP SOFA. Under no circumstances will the FP required or provided be contrary to the NATO or PfP SOFA or HN laws.
- 8.2 As appropriate, the HN will inform the SN and NATO Commander of its proposed FP measures, limitations and restrictions.
- 8.3 As appropriate, each SN is responsible for identifying and providing its FP requirements and limitations to the HN and NATO Commander.
- 8.4 In addition to those FP responsibilities detailed in NATO FP policy and procedures, the NATO Commander is responsible for coordinating all required and provided HN and SN FP as appropriate to the protection of the Force.

SECTION NINE

9. SECURITY AND DISCLOSURE OF INFORMATION

- 9.1 Classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU will be treated in accordance with the Security Agreement between the Government of the Kingdom of Sweden and the North Atlantic Treaty Organization and the Administrative Arrangement for the Handling and Protection of NATO Classified Information Provided to Sweden, or any succeeding agreements. Between Alliance Nations, classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU will be treated in accordance with C-M (2002) 49 "Security within the North Atlantic Treaty Organisation", dated 17 June 2002, in the respective authorised edition, including all supplements and amendments thereto and existing security agreements and arrangements.

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- 9.2 Information provided by any Participant or SN to any other in confidence, and such information produced by any Participant or SN requiring confidentiality, will either retain its original classification, or be assigned a classification that will ensure a degree of protection against disclosure, equivalent to that required by the other Participant or SN.
- 9.3 Each Participant and SN will take all lawful steps available to it to keep free from disclosure all information exchanged in confidence, unless the other Participants and/or SNs consent to such disclosure.
- 9.4 To assist in providing the desired protection, each Participant or SN will mark such information furnished to the other in confidence with a legend indicating its origin, the security classification, the conditions of release, that the information relates to a specific NATO military activity, and that it is furnished in confidence.
- 9.5 Visits by personnel will be arranged in accordance with the procedures specified in C-M (2002)49, as amended.
- 9.6 All classified information subject to the provisions of this section will continue to be protected in the event of withdrawal by any Participant or upon termination of the MOU.

SECTION TEN

10. COMMENCEMENT, DURATION AND TERMINATION

- 10.1 This MOU will enter into force on the date of the reception of the notification by the Swedish authorities, by which the Kingdom of Sweden has informed SHAPE that all necessary requirements for its entry into force have been fulfilled.
- 10.2 The MOU will remain in force unless terminated by any Participant giving six months prior notice in writing to all other Participants.
- 10.3 All provisions of Sections 6, 7, and 9 will remain in force in the event of withdrawal of any Participant or upon termination of this MOU until all obligations are fulfilled. SNs will fulfill all obligations in the event of any termination or withdrawal.

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SECTION ELEVEN**11. MODIFICATION AND INTERPRETATION**

- 11.1 This MOU may be amended or modified in writing by the mutual consent of all Participants.
- 11.2 This MOU is not intended to conflict with national law or international obligations by which the Participants are bound. In case of conflict, applicable national law and/or international obligations will apply. The Participants will notify each other in case of any conflict arising from this MOU.
- 11.3 Apparent conflicts in interpretation and application of this MOU will be resolved by consultation among Participants at the lowest possible level and will not be referred to any national or international tribunal or third party for settlement.

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11.4 This MOU is signed in three copies in the English language.

The foregoing represents the understandings reached between the Government of the Kingdom of Sweden, and the Headquarters, Supreme Allied Commander Transformation as well as the Supreme Headquarters Allied Powers Europe, upon the matters referred to herein.

For the Government of the Kingdom of Sweden

SVERKER GÖRANSON
GENERAL, SWE ARMY
SUPREME COMMANDER

Dated: _____

Kingdom of Sweden Statement:

For the purpose of this MOU and its follow-on documents, the Government of the Kingdom of Sweden does not recognize contractors as part of the force or civilian component as defined in the NATO/PfP SOFA and Paris Protocol/Further Additional Protocol.

**For the Supreme Headquarters Allied Powers Europe
And for the Headquarters, Supreme Allied Commander Transformation**

PHILIP M. BREEDLOVE
GENERAL, U.S. AIR FORCE
SUPREME ALLIED COMMANDER EUROPE

Dated: _____

Supreme Headquarters Allied Powers Europe Statement:

The statement of the Kingdom of Sweden is understood applicable in so far as NATO Military Activities remain functional in accordance with the North Atlantic Council mandate(s)

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ANNEX A**REFERENCE DOCUMENTS**

- a. The North Atlantic Treaty, dated 4 April 1949.
- b. Partnership for Peace Framework Document Issued by the Heads of State and Government Participating in the Meeting of the North Atlantic Council (Framework Document), dated 10 January 1994.
- c. Agreement among the Parties to the North Atlantic Treaty and Regarding the Status of their Forces, (NATO SOFA), dated 19 June 1951.
- d. The Protocol on the Status of International Military Headquarters set up Pursuant to the North Atlantic Treaty, (Paris Protocol), dated 28 August 1952.
- e. 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 (PfP SOFA), dated 19 June 1995.
- f. Additional Protocol to 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 (Additional Protocol to the PfP SOFA), dated 19 June 1995.
- g. Further Additional Protocol to 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 (Further Additional Protocol), dated 19 December 1997.
- h. Security Agreement between the Government of Sweden and the North Atlantic Treaty Organization, dated 6 September 1994.
- i. Administrative Arrangement for the Handling and Protection of NATO Classified Information Provided to Sweden, dated 14 June 2012;
- j. MC 319/2 - NATO Principles and Policies for Logistics.
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