IMPLEMENTING ARRANGEMENT REGARDING INFRASTRUCTURE IN IMPLEMENTATION OF THE AGREEMENT ON DEFENSE COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF FINLAND

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SECTION I – General

Pursuant to the Agreement on Defense Cooperation Between the Government of the United States of America and the Government of the Republic of Finland, signed in Washington, DC, on December 18, 2023 (hereinafter "the DCA"), the Executive Agents have reached the following understandings:

- 1. <u>Terms</u>. Terms defined in Article 2 of the DCA have the same meaning in this Implementing Arrangement (IA). Additional terms are defined in Appendix A to this IA.
- 2. <u>Designees</u>. Management of infrastructure relating to accommodations and Agreed Facilities and Areas (AFAs) should be accomplished through the Executive Agents or their Designees. Designees for the Executive Agents are specified in Appendix B. Appendix B may be revised without otherwise modifying this IA by providing the updated information in writing to the Executive Agents.
- 2.1. <u>Coordination</u>. As official representatives of the Executive Agents with authority to act as noted in the paragraph above, the U.S. and Finnish Designees for infrastructure should consult, advise, and make recommendations to the Executive Agents on planned construction activity and property rights for infrastructure at AFAs. The Designees are to jointly determine their meeting schedule and agenda appropriate for the application of this IA. The Designees should plan to convene at least once per year, or more often as necessary.
- 2.2. <u>Delegation</u>. Each Executive Agent or Designee may further delegate authority to act in accordance with this IA on its behalf through a delegation of authority memorandum that identifies specific delegated tasks and authorities. The Executive Agents or their Designees should provide each other copies of any such delegations. Each Executive Agent or their Designee may identify numerous delegates for specific purposes.
- 3. <u>Correspondence</u>. Digital versions of the documents utilized pursuant to this IA may be used in the same manner and with the same effect as printed copies, and electronic signatures may be similarly used on such digital documents. Delivery of digital documents may be made via electronic mail or other electronic file sharing, as mutually determined by the Executive Agents or their Designees.
- 4. <u>Applicability</u>. The procedures described in this IA apply to all AFAs associated with the Ministry of Defence of the Republic of Finland. Additionally, the Participants intend for the procedures described in this IA to apply to the greatest extent practicable to the management of infrastructure located on AFAs not associated with the Ministry of Defence of the Republic of Finland. The Finnish Executive Agent and their appropriate Designee intend to remain the primary points of contact with the U.S. Executive Agent and their Designee by coordinating as necessary with relevant Finnish ministries that maintain control of AFAs not associated with the Ministry of Defence. Specifically, for AFAs associated with the Finnish Border Guard, the Finnish Border Guard intends to coordinate on behalf of Finland for all procedures related to such AFAs, including the infrastructure life cycle as outlined below.
- 5. <u>Infrastructure Life Cycle</u>. The typical life cycle of an infrastructure project has the following five stages: (1) Planning, (2) Design, (3) Construction, (4) Operations and Maintenance, and (5) Divestment.

SECTION II – Infrastructure Life Cycle

- 6. <u>Planning</u>. In order to fulfill the obligations of the Parties in Article 3, paragraph 12 of the DCA, the Executive Agents or their Designees intend to manage the infrastructure life cycle at AFAs through joint planning.
- 6.1. <u>Master Plans</u>. The Executive Agents or their Designees intend to jointly develop, periodically review, and maintain master plans for each AFA to ensure the optimal use of AFAs.
- 6.1.1. <u>Master Planning Conferences</u>: The Executive Agents or their Designees intend to conduct joint master planning conferences annually or as needed. These site-specific planning conferences are intended to be in addition to the more general coordination noted in paragraph 2.1 above, although they may be held in conjunction with one another. The Executive Agents intend that the Finnish Executive Agent or their Designee organize and host these conferences, taking into account plans for infrastructure at a particular AFA related to other bilateral or multilateral relationships, as well as their relationship with NATO.
- 6.1.2. <u>Operations and Training Input</u>: The Executive Agents or their Designees should gather releasable current and future operations and training information to share during master planning conferences. Operations, planning, and training experts should participate in the master planning conference.
- 6.1.3. <u>Land Adjacent to AFAs</u>: To fulfill the obligations of the Parties under Article 3, paragraph 12 of the DCA, the Executive Agents or their Designees should discuss land use and development at, around, and adjacent to AFAs during master planning conferences. This could include, for example, discussion concerning possible restrictions or other effects at, around, and adjacent to AFAs caused by planned activity outside of the AFAs.
- 6.2. <u>Initial Project Consultation</u>: Only the Executive Agents, Designees, or delegates may initiate the project consultation process through discussion of prospective projects. Discussions should include topics such as:
 - General intent and operational requirements;
 - Whether the U.S. intent or requirement might be satisfied through the use of existing Finnish infrastructure;
 - Whether the U.S. intent or requirement is for permanent or temporary/contingency structures;
 - Nature of use (exclusive or joint) by U.S. forces and Finnish Defence Forces to include coordination with the Finnish Border Guard at Ivalo, Border Guard Base (military use facilities and areas);
 - Viability of proposed sites at the intended AFA;
 - Any unique aspects, such as security classification for portions or all of the accommodation, security clearance requirements of the construction workforce, sensitive telecommunications requirements, etc;
 - Utility requirements and capacity at the proposed site; and
 - Initial discussions concerning future operations and maintenance.
- 6.3. <u>Formal Project Consultation</u>. Following initial project consultation, the U.S. Executive Agent or their Designee should begin the formal consultation process by submitting a Letter of Intent (LOI) to the Finnish Executive Agent or their Designee.

- 6.3.1. <u>Information Conveyed in an LOI</u>: The level of detail expected at this stage of project development should generally be aligned to an initial project design effort. An example LOI is provided in Appendix C. Where applicable, the LOI may include items such as:
 - Standard or expedited coordination requested;
 - Brief project description;
 - Identification of the AFA;
 - Approximate size and scope of construction;
 - Estimated cost of construction;
 - Nature of construction;
 - Nature of use (exclusive or joint);
 - Utility requirements;
 - Location of the planned construction;
 - Draft schedule, including funding timeline;
 - Initial planning for performance of Operations and Maintenance (O&M);
 - Simple sketches or concept design drawings, if applicable; and
 - Preliminary description of environmental considerations
 - Preliminary description of safety considerations, such as explosive arcs, security-related stand-off distances, etc.
- 6.3.2. <u>LOI Responses by Finland</u>: The Finnish Executive Agent or their Designee should consent to, or reject, the project by responding to the LOI in writing within 60 days of receipt for Standard Projects and within 15 days for Expedited Projects. If the Finnish Executive Agent or their Designee needs more information in order to make a decision, it should submit questions in writing to the U.S. Executive Agent or their Designee and the Executive Agents or their Designees should immediately consult to resolve the questions, during which time the response deadlines should be suspended.
- 6.3.2.1. <u>Consent to Proceed</u>. If the Finnish Executive Agent or their Designee responds to the LOI in writing by consenting to the project or raises no questions or objections to the project within the specified timeframe, U.S. forces may initiate the project.
- 6.3.2.2. <u>Rejection</u>. If the Finnish Executive Agent or their Designee responds to the LOI by rejecting the project in whole or in part within the specified timeframes, the Executive Agents or their Designees should consult to resolve the issue(s). The Executive Agents should attempt to resolve issues at the lowest competent level. If the objection cannot be resolved by the Executive Agents, it should be referred as described in Article 29, paragraph 5 of the DCA.
- 6.3.3. <u>LOI for Existing Infrastructure</u>: In order to fulfill the obligations of the Parties in Article 3 of the DCA, U.S. forces intend to coordinate for the long-term use of specific, existing Finnish infrastructure by submitting an LOI, consignment of which should then be documented pursuant to the consignment process referenced in paragraph 8.5 of this IA.
- 7. <u>Design</u>. U.S. forces typically perform some level of initial design work during the LOI process. After U.S. forces initiate a project and before starting construction, the design is usually refined through an iterative process.
- 7.1. <u>Design Milestones and Coordination</u>. Large-scale U.S. military construction projects normally proceed through several design milestones, concluding with as-built drawings after completion of construction. Additionally, depending on the method of construction and the type

of construction contract awarded, for example a design-build contract, a single contract may be awarded to simultaneously complete the design and begin the construction. Regardless of method of construction or type of construction contract awarded, U.S. forces intend to, as part of the consultation process and subject to U.S. security concerns, include the Finnish Executive Agent or their Designee and subject matter experts to participate in regularly-scheduled design review meetings (for example, at prescribed design stages such as 35%, 65%, 95%, and final design). Additionally, U.S. forces intend to provide the Finnish Executive Agent or their Designee with the most current relevant and releasable design documents upon request.

- 7.2. <u>Authorizations and Permits</u>. Per Article 3, paragraph 11 of the DCA, "[t]he Finnish Executive Agent shall facilitate the efforts of U.S. forces under this Article by obtaining the necessary Finland authorizations and permits for such construction, alterations, and improvements, performed by or on behalf of U.S. forces. Such authorizations and permits shall be issued without cost to U.S. forces, U.S. contractors, or Finnish contractors." On request, the U.S. forces intend to expeditiously provide existing relevant and releasable information necessary for the Finnish Executive Agent or their Designee to obtain these authorizations and permits.
- 8. <u>Construction</u>. Consistent with Article 3, paragraphs 1 and 7 of the DCA, and subject to the availability of funds, U.S. forces may undertake construction activities on, and make alterations and improvements to AFAs. For relatively simple projects, construction might begin immediately upon project consent through the LOI process, or as soon thereafter as feasible, and after obtaining any "necessary Finland authorizations and permits" as noted in paragraph 7.2 above. For more complex projects, construction likely would not begin for months or years after Finnish consent to the project in the LOI. During project construction U.S. forces should provide existing relevant, releasable information to the Finnish Executive Agent or their Designee as it becomes available.
- 8.1. Advance Preparations for Maintenance. Coordination and preparation for the operations and maintenance of the accommodation should begin well in advance of the completion of construction. The Executive Agents or their Designees should coordinate concerning operations and maintenance beginning with the LOI, continuing during construction, and implementing such coordination at least six months prior to the anticipated construction completion date.
- 8.2. Quality Assurance and Construction Monitoring. Per Article 3, paragraph 7 of the DCA, "U.S. forces shall consult with the competent authorities of Finland on issues regarding such construction, alterations, and improvements based on the Parties' shared intent that the technical requirements and construction standards of any such projects undertaken by or on behalf of U.S. forces should be consistent with the requirements and standards of the Parties." U.S. forces intend to ensure that construction is carried out in accordance with project plans and specifications and that proper quality control is maintained. Additionally, the Finnish Executive Agent or their Designee may coordinate with local permitting authorities to obtain quality assurance reviews and inspections, subject to U.S. security concerns, from third parties with respect to projects partially or completely funded by the United States. These third-party reviews should provide any feedback to U.S. forces to communicate to the U.S. contractors or members of the force. Any participation of a third-party to meet Finnish requirements concerning quality assurance under or adherence to Finnish authorizations or permits should be obtained by Finland at no cost to U.S. forces. Additionally, as outlined in paragraph 7.2 above, U.S. forces intend to coordinate with the Finnish Executive Agent or their Designee concerning

necessary Finnish authorizations and permits related to occupancy and the continued use of completed infrastructure.

- 8.3. <u>As-Built Drawings</u>. The U.S. Executive Agent or their Designee should provide as-built drawings to the Finnish Executive Agent or their Designee when complete.
- 8.4. <u>Project Close-Out Documentation</u>. The U.S. Executive Agent or their Designee should make available all existing pertinent project documentation to Finland.
- 8.5. Transfer of Ownership and Consignment. Per Article 5, paragraph 1 of the DCA, "[a]ll buildings, non-relocatable structures, and assemblies affixed to the land in Agreed Facilities and Areas, including those altered or improved by U.S. forces, shall remain the property of Finland. All such buildings, structures, and assemblies constructed by U.S. forces shall become the property of Finland, once constructed, but shall be used by U.S. forces until no longer needed by U.S. forces." The Executive Agents or their Designees should use a Joint Inventory and Condition Report (JICR) to signify the transfer of newly constructed accommodations from U.S. forces to Finland for their ownership, and an Accommodation Consignment Arrangement (ACA) to document consignment of newly constructed or existing accommodations within an AFA from Finland to U.S. forces for their use. The attachments to the ACA should include the JICR used to signify the original transfer of newly constructed accommodations or, in the case of transfer of an existing accommodation, a completed JICR recording the facility condition at the time of consignment, a Property Record Portfolio (PRP), and an Accommodation Location Registry (ALR). A single ACA may be used to consign one or more accommodations on a single AFA to U.S. forces and should be modified as necessary. Depending on the circumstances at each AFA, there may be one or more ACAs associated with that AFA.
- 9. Operations and Maintenance (O&M). Executive Agents or their Designees should coordinate regarding O&M requirements during all stages of the infrastructure life cycle to develop and implement plans to maintain the accommodations upon construction completion.
- 9.1. <u>Initial Concepts for Maintenance</u>. As noted in paragraph 6.3.1 of this IA, U.S. forces should identify preliminary plans concerning the maintenance of the accommodation in the LOI. For example, the LOI should identify responsibility for performance of maintenance and any anticipated complex systems that would require planning for specialized training or equipment.
- 9.2. Finalizing Maintenance Plans. As noted in paragraph 8 of this IA, the Executive Agents or their Designees intend to coordinate throughout the construction phase in order to finalize the initial maintenance plans for the new accommodation, when feasible, six months prior to the completion of construction. This timeframe should take into account any period of instruction or training on the O&M of the accommodation included as part of the project turnover process. The maintenance plans should be formally documented in the table of maintenance requirements in the ACA.

9.3. O&M Costs.

9.3.1. Exclusive Use. Per Article 3, paragraph 8 of the DCA, "U.S. forces shall be responsible for the construction and development costs for Agreed Facilities and Areas provided for the exclusive use of U.S. forces, and for the operations and maintenance costs thereof, unless otherwise provided for in a separate arrangement or international agreement between the Parties."

- 9.3.2. <u>Joint Use</u>. Per Article 3, paragraph 9 of the DCA, "[t]he Parties shall be responsible on the basis of proportionate use for the construction and development costs and operations and maintenance costs of Agreed Facilities and Areas provided for joint use, or otherwise used jointly by U.S. forces and Finnish Defence Forces, unless otherwise provided for in a previous or subsequent arrangement or international agreement between the Parties." The Finnish Executive Agent or their Designee may support other allied and partner nation forces by allowing them the use of the accommodation, with prior coordination between the Executive Agents or their Designees, and provided that the accommodation is not required for U.S. forces' use during such period. Such use should be considered as proportional use by Finland for the purposes of Article 3, paragraph 9 of the DCA. Common examples of joint use may include the use of the accommodation by both nations simultaneously, by each nation at alternating intervals, or a combination thereof, with periods of non-use interspersed.
- 9.4. <u>Warranties</u>. Maintenance should be performed in accordance with manufacturer recommendations to ensure warranties remain valid and in effect.
- 10. <u>Divestment</u>. When U.S. forces have no current or foreseeable use for a particular consigned accommodation or group of accommodations within an AFA, the U.S. Executive Agent or their Designee should coordinate divestment with the Finnish Executive Agent or their Designee. Divestment can take several forms depending on the local situation at the AFA such as opportunities for reuse, condition of the accommodations at time of return, and other factors.
- 10.1. Return of Accommodations. Per Article 5, paragraph 2 of the DCA, "U.S. forces shall return as the sole and unencumbered property of Finland any Agreed Facility or Area, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by U.S. forces once no longer used by U.S. forces, provided that the United States shall incur no expense to do so. The Parties or their Executive Agents shall consult regarding the terms of return of any Agreed Facility or Area, including possible compensation for the mutually determined residual value of improvements or construction made by the United States." Any return of accommodations should be formally documented through adjustments to the associated ACA, either by modifying a portion of the ACA or cancelling an ACA as appropriate. Discussions concerning any potential return of accommodations should start through interaction during coordination meetings or during dedicated initial consultations, followed by formal documentation through the Executive Agents or their Designees.
- 10.2. <u>Residual Value (RV)</u>. Residual value (RV) is the negotiated compensation the United States may receive from Finland for U.S.-funded facilities or other capital improvements when officially returned to Finland. Pursuant to Article 5, paragraph 2 of the DCA, the consultations concerning RV should be coordinated between the Executive Agents or their Designees at the time of return.

SECTION III – Other Infrastructure Topics

- 11. <u>Temporary or Contingency Structures on an AFA</u>. U.S. forces may install structures for temporary or contingency use. While the installation of these structures is generally not considered construction, the Finnish Executive Agent or their Designee intends to adjudicate each request with respect to applicability of Finnish construction requirements concerning authorizations and permits. The temporary or contingency structures themselves should not be considered accommodations and would remain the property of the U.S. forces.
- 11.1. <u>Notifications</u>. The U.S. Executive Agent or their Designee should notify the Finnish Executive Agent or their Designee in writing of planned installation of temporary or contingency structures through the project consultation process described in paragraphs 6.2 and 6.3 above. As described in paragraph 6.3.2 above, an expedited LOI would typically be used in contingency situations where operational or other requirements necessitate quicker response times.
- 11.2. <u>Disposition of Temporary or Contingency Structures</u>. When no longer needed by U.S. forces, the Executive Agents or their Designees should consult on the disposition of the structures.
- 12. <u>Emergency Response</u>. In the case of disaster or damage to an accommodation, the Executive Agents or their Designees are to consult promptly to develop an appropriate response. Representatives of competent agencies of the Finnish government or rescue services should be granted prompt access in accordance with site-specific response plans, and consistent with operational, safety, and security requirements.

SECTION IV – Final Provisions

- 13. <u>Disclaimer</u>. This IA does not create any new rights or obligations under national or international law. All terms of this IA are subject to applicable national laws and regulations, including the availability of appropriated funds authorized for these purposes.
- 14. <u>Effect</u>. This IA becomes operative upon last signature and is intended to remain operative for so long as the DCA continues in force. An Executive Agent should endeavor to provide advance notice of its intent to discontinue the IA.
- 15. <u>Modification</u>. This IA, including its appendices, may be modified at any time by mutual written consent of the Executive Agents.

Signed at Stuttgart, Germany, on August 13, 2025, in two originals in the English language.

FOR THE UNITED STATES DEPARTMENT OF DEFENSE

FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND

Major General Russell D. Driggers Director of Plans, Policy, Strategy and Capabilities

United States European Command

Brigadier General Markku Viitasaari Head of the National Defence Unit Defence Policy Department Ministry of Defence of the Republic of Finland

Appendix A. Explanation of Terms

- 1. <u>Accommodation</u>. An item of infrastructure that is considered permanent in nature. Accommodations include buildings, non-relocatable structures, and assemblies affixed to the land. Accommodations are classified as real property.
- 2. <u>Accommodation Consignment Arrangement (ACA)</u>. A bilaterally-signed arrangement between the Executive Agents or their Designees that defines and documents the specific details regarding accommodations consigned by Finland to U.S. forces, such as location, descriptions, condition, nature of use, maintenance responsibilities, and other relevant information. See Appendix D for an ACA example including attachments.
- 3. <u>Accommodation Location Registry (ALR)</u>. An attachment to the ACA that graphically depicts the locations of all accommodations that are part of the ACA. The ALR is paired with the Property Record Portfolio (PRP) to fully describe the extent of the ACA. See Appendix D of this IA for an example ALR.
- 4. <u>Agreed Facilities and Areas (AFA)</u>. Per Article 2, paragraph 7 of the DCA, AFA "means the facilities and areas in the territory of Finland listed in Annex A [of the] Agreement that are used with the consent of Finland by U.S. forces, U.S. contractors, Finnish contractors, dependents, and others as mutually agreed."
- 5. <u>As-Built Drawing</u>. An official record of the project at the time of construction completion. The original design drawings and specifications are modified to show all additions, deletions and other changes made during construction.
- 6. <u>Consignment</u>. The act of consigning, or transferring, an accommodation to the partial, or full, control of another. Consignment does not transfer property ownership from the property owner to the consignee.
- 7. <u>Construction</u>. The act or process of making physical changes to accommodations that includes the act of building a new accommodation, demolishing an existing accommodation or portions thereof, or making improvements to an existing accommodation that substantially add to, or alter the original purpose or use of, or affect the structural integrity of, the accommodation.
- 8. <u>Delegate</u>. The organization(s) with written delegated authority to act in accordance with this IA for specific purposes. For example, authority may be delegated based upon subject matter expertise or for a specified geographic area.
- 9. <u>Designee</u>. The organizations identified in Appendix B to serve as the Executive Agent Designees to implement this IA. The Executive Agent Designees serve as the formal points of contact for all infrastructure matters under this IA.
- 10. Expedited Project. Project necessary to meet a time-sensitive U.S. forces requirement.
- 11. <u>Joint Inventory and Condition Report (JICR)</u>. A form that describes the conditions of one or more accommodations at a specific point in time. JICRs are jointly validated by Executive Agents or their Designees. See Appendix D of this IA for a JICR template.
- 12. <u>Letter of Intent (LOI)</u>. Document submitted by U.S. forces to the U.S. and Finnish Executive Agents or their Designees that notifies Finland of U.S. intent on a specific project or plan for infrastructure. See Appendix C to this IA for an example LOI.

- 13. <u>Master Planning</u>. An analytical process that involves evaluation of factors affecting the present and future development of an installation or AFA. It results in a dynamic long-term document (for example, Master Plan, Area Development Plan, or Long Range Development Plan) that guides the comprehensive management and development of an area.
- 14. <u>Project</u>. The construction of a new accommodation, or, renovating, adding to, or other work on an existing accommodation.
- 15. <u>Property Record Portfolio (PRP)</u>. An attachment to the ACA that summarizes in tabular form all accommodations that are part of the ACA. The PRP is paired with the Accommodation Location Registry (ALR) to fully describe the extent of the ACA. See Appendix D of this IA for an example PRP.
- 16. <u>Residual Value (RV)</u>. The negotiated compensation the United States may receive from Finland for U.S.-funded facilities or other capital improvements when no longer needed and officially returned to Finland.
- 17. Standard Project. Construction in support of U.S. requirements that are not time-sensitive.
- 18. <u>Table of Maintenance Requirements</u>. An optional attachment to an ACA that should be used if the table of maintenance requirements in Section 1 of the ACA is too extensive to be included within the body of the ACA. This table should include maintenance information such as task, frequency, quantity, and standard.
- 19. <u>Temporary or Contingency Structures</u>. Relocatable structures such as pre-fabricated buildings, containers, and simple wooden structures not intended for long term use which remain the property of U.S. forces and are not part of an accommodation.
- 20. Use (Exclusive). U.S. forces are the sole intended users or occupants of the accommodation.
- 21. <u>Use (Joint)</u>. U.S. forces share the use or occupancy of an accommodation together with the Finnish Defence Forces, including possible use by other allied and partner forces as described in paragraph 9.3.2 of this IA. The joint use may include the use of the accommodation by both nations simultaneously, by each nation at alternating intervals, or a combination thereof, with periods of non-use interspersed.

Appendix B. Executive Agent Designee Information

1. <u>U.S. Executive Agent Designee for Infrastructure</u> is:

Organization: European Command

Office Symbol: ECJ44

POC: Real Estate Program Manager

Address: Building 2304, Patch Barracks 70569 Stuttgart, Germany

Phone: +49-711-7080-4178

Email: eucom.stuttgart.eci4.mbx.eci4-iia@mail.mil

2. Finnish Executive Agent Designees for Infrastructure are:

For AFAs associated with the Ministry of Defence of the Republic of Finland

Organization: Defence Command Finland

Office Symbol: -

POC: Logistics Division

Address: P.O Box 919, 00131 Helsinki, Finland **Address:** Kasarmikatu 17, 00131 Helsinki, Finland

Phone: +358 299 800 (switch board)

Email: kirjaamo.pe@mil.fi

For AFAs associated with the Finnish Border Guard:

Organization: Border Guard Headquarters

Office Symbol: -

POC: Technical Division

Address: P.O. Box 3, 00131 Helsinki, Finland

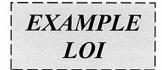
Phone: +358 295 421 000 Email: rajavartiolaitos@raja.fi

Note: See paragraph 2 of this IA concerning updating information provided in this Appendix.



DEPARTMENT OF THE ARMY

UNITED STATES ARMY EUROPE & AFRICA OFFICE DEPUTY CHIEF OF STAFF, ENGINEER UNIT 29351 APO AE 09014-9351



AEEN

31 October 2024

MEMORANDUM THRU United States Executive Agent Designee for Infrastructure, Mr. Mark Jones, EUCOM J44 Real Estate Program Manager

FOR Finnish Executive Agent Designee for Infrastructure, [Ms/Mr/RANK Person, Office Title]

SUBJECT: Official Letter of Intent for the United States to plan, design, and construct a Multi-Purpose Hangar at Rovaniemi, Lapland Air Command Air Base, Finland.

1. References:

- a. Agreement on Defense Cooperation Between the Government of the Republic of Finland and the Government of the United States of America, signed December 18, 2023.
- b. Implementing Arrangement Regarding Infrastructure in Implementation of the Defense Cooperation Agreement between the Government of the United States of America and the Government of Finland, signed Mmmmm DD, 2025.
- 2. Pursuant to the above referenced documents, U.S. forces intend to plan, design, and construct the following accommodation(s) at Rovaniemi, Lapland Air Command Air Base, Finland:
 - a. Multi-Purpose Hangar and Associated Airfield Improvements
- 3. Design and construction is estimated to take place from April 2025 through May 2027. The schedule is expected to be refined during the design phase once a contract is awarded.

4. Project information:

a. Description: Construct a multi-purpose aircraft maintenance hangar, associated back shops, and aerospace ground equipment storage to enhance aircraft deployment capabilities, exercise execution, and contingency operations. This project is to include connecting taxiway and ramp space as necessary to integrate with existing airfield infrastructure.

AEEN

SUBJECT: Official Letter of Intent for the United States to plan, design, and construct a Multi-Purpose Hangar at Rovaniemi, Lapland Air Command Air Base, Finland, Finland.

- b. Location: U.S. forces intend to construct the project in the general vicinity of the south-east end of the parallel taxiway. A map depicting the site of the proposed construction is attached as an enclosure to this LOI.
- c. Utility requirements: Preliminary discussions indicate that current utilities in the vicinity of the planned construction site are adequate to handle the proposed construction.
- d. Environmental considerations: No environmental issues have been identified, beyond normal construction considerations with respect to aircraft maintenance and airfield infrastructure.
- e. Concept sketches or design drawings: Preliminary site plans are attached indicating notional siting of the proposed facilities in relations to existing infrastructure.
- f. Estimated cost: Given the current level of detail associated with the preliminary planning effort, the project has an estimated cost of U.S. \$22,500,000 which is subject to change once formal solicitations are made and the project's design and construction contracts are awarded. Design and construction costs are intended to be 100% funded by the U.S. Government.
 - g. Joint or Exclusive Use: This accommodation is proposed for joint use.
- h. Initial planning for Operations and Maintenance (O&M): The responsibility for O&M of the new accommodation is intended to be apportioned based on annual usage, providing a proportionate cost share for each side. Assuming the Finnish base maintenance contractor has capacity and requisite expertise, it is intended that the day-to-day performance of the O&M would be added to the Finnish base maintenance contract. The primary responsibility for and performance of O&M are subject to future discussion.
- i. Other unique aspects: There are no identified unique aspects, for example, security, communications, or storage requirements, related to the project at this time, beyond those associated with routine military airfield operations.
- j. The U.S. Army Europe & Africa (USAREUR-AF) point of contact for this memorandum is Ms. Jane Doe at commercial phone number +49-611-143-537-5555 or jane.n.doe.civ@mail.mil.

Ms. Jane Doe, PE Chief, Facilities & Construction Office Deputy Chief of Staff, Engineer U.S. Army Europe Africa

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EXAMPLE LOI

Appendix D. Accommodation Consignment Arrangement (ACA) - Example

Subject:	Accommodation Consignment Arrangement for	[insert AFA name]
Subject.	Accommodation Consignment Arrangement for	Illiseit Al A haile

Pursuant to Article 3 of the Agreement on Defense Cooperation between the United States of America and Finland, signed on 12/18/2023 (hereinafter "DCA"), the Finnish Executive Agent and the U.S. Executive Agent, or their Designees, have mutually developed the following Accommodation Consignment Arrangement (ACA) for the subject Agreed Facilities and Areas.

- 1. <u>Availability</u>. The Finnish Executive Agent makes available to U.S. forces the accommodations at the subject Agreed Facilities and Areas on a rent-free basis for U.S. forces as indicated in the Property Record Portfolio (PRP), Attachment 1.
- 2. <u>Locations</u>. The locations of the accommodations are depicted in the Accommodation Location Registry (ALR), Attachment 2.
- 3. <u>Condition of Each Accommodation</u>. The condition of each accommodation at the time it is made available to U.S. forces is documented on a Joint Inventory and Condition Report (JICR), Attachment 3. JICRs should be jointly prepared by the Executive Agents or their Designees to document the current condition of each accommodation. Additionally, U.S. forces may also make record of existing conditions at an AFA or a specific accommodation through the completion of an environmental baseline survey or similar document, in conjunction with Finnish representatives. Under no circumstances do U.S. forces have any liability for any condition of the accommodation present as of the commencement date of this Arrangement.
- 4. Nature of Use. Designations of accommodations are as specified in Attachment 1.
- 4.1. <u>Joint Use</u>. U.S. forces share the use or occupancy of an accommodation together with the Finnish Defense Forces. The joint use may include the use of the accommodation by both nations simultaneously, by each nation at alternating intervals, or a combination thereof, with periods of non-use interspersed. For joint use accommodations, U.S. forces and Finnish Defence Forces are responsible for O&M costs on the basis of their proportional use of such accommodations. The Finnish Executive Agent or their Designee may support other allied and partner nation forces by allowing them the use of the accommodation, provided that the accommodation is not required for U.S. forces use during such period, and the Finnish Executive Agent acknowledges its responsibility to bear the full costs of maintenance, repair, and sustainment of the accommodation during such use.
- 4.2. <u>Exclusive Use</u>. U.S. forces are the sole intended users or occupants of the accommodation., unless on an exceptional basis as determined by the Executive Agents. Per the DCA, paragraph 8 of Article 3, U.S. forces are solely responsible for the operations and maintenance costs of such facilities.
- 5. Operations and Maintenance (O&M) of Accommodations. All accommodations covered under this ACA are to be maintained by [U.S. forces or Finland; if pertinent/necessary, note any exceptions such as contracted specialists, etc]. [Additional template example: The Finnish Defence Forces intend to continue to perform maintenance on all accommodations covered under this ACA. As noted in paragraph 4.1 above for joint use facilities, responsibility for O&M costs is on the basis

of proportional use. U.S. forces intend to reimburse appropriate, proportional O&M costs through the use of a separate Acquisition and Cross-Servicing Agreement (ACSA) order.]

5.1. Warranties and O&M Standards. Accommodations are to be maintained to the manufacturer's specifications and warranty at a minimum. Additionally, maintenance activities should be performed per the below table: [NOTE: table is an example; alternatively, a more detailed table may be included as an attachment to the ACA]

Accommodation	Maintenance Activity	Frequency	Standard
Barracks	Clean filters	Bi-Annually	ISO, ANSI
Barracks	Service generators	Annually	ISO, ANSI
Hangar	Service hangar doors	Annually	Per manufacturer

6. Special Conditions.

- 6.1. Emergency Response. In the case of disaster or damage to an accommodation, the Executive Agents or their Designees intend to consult promptly to develop an appropriate response. Representatives of competent agencies of Finland or rescue services should be granted prompt access in accordance with site-specific response plans, and consistent with operational, safety, and security requirements.
- 6.2. <u>Coordination of Joint Use</u>. [Use as necessary or delete: This paragraph should be used to describe coordination of joint use of a particular accommodation(s); annual(?) scheduling of the accommodation use; notification timeframes (for example, 10/15/30 days' notice to vacate for US requested use in a joint use accommodation; etc.]

7. Other Relevant Information

- 7.1. Operative Date. This ACA becomes operative on the date of the last signature.
- 7.2. Attachments. All attachments to this ACA form an integral part of the ACA.
- 7.3. <u>Limitations</u>. This ACA is not an international agreement. This ACA in no way limits or changes obligations of, or benefits to, the United States or Finland in other agreements or arrangements. If any provision of this ACA is determined to limit or change such obligations or benefits, then that provision is deemed invalid and unenforceable, while the remaining provisions remain in force and unaffected to the fullest extent possible.
- 7.4. <u>Modification</u>. This ACA may be modified at any time by the written consent of the Executive Agents. All modifications become operative on the date of the last signature.
- 7.5. <u>Duration</u>. This ACA remains operative as long as [AFA name] is an AFA or until discontinued upon 12 months' written notice from either Executive Agent to the other.

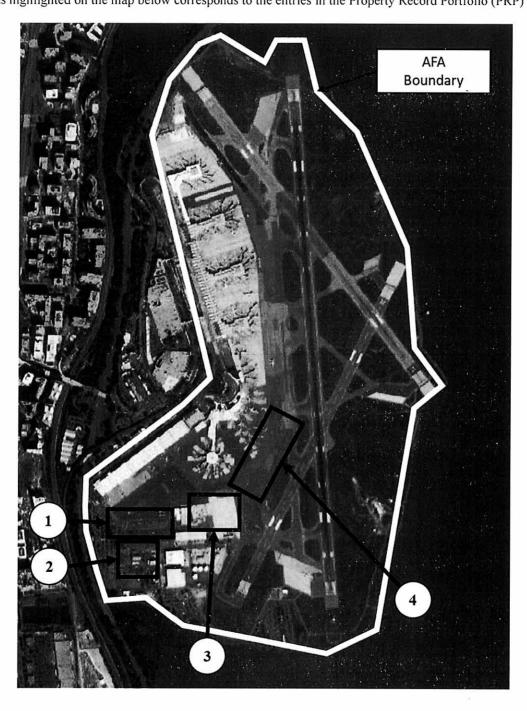
7.6. <u>Availability of Funds</u> . Per the DCA, A in this ACA are subject to the availability of appropriate to the availability of approximation.	rticle 29, paragraph 1, the activities contemplated ropriated funds authorized for these purposes.
Signed in two originals in the English language.	
Signed at,	Signed at,
on	on
Name U.S. EA Designee for Infrastructure Organization	Name Finnish EA Designee for Infrastructure Organization
Attachment 1: Property Record Portfolio (PRP) Attachment 2: Accommodation Location Regist Attachment 3: Joint Inventory and Condition Re Attachment 4: Maintenance Plan [include as nec	try (ALR) eports (JICR)

Attachment 1. Property Record Portfolio (PRP) - Example

Property Record Portfolio (PRP) to Accommodati	on Consignment Arrangement (ACA) for
	lated

Entry	Accommodation Building # and/or	Accommodation	Size	Date of	Estimated Project	Use	
#	Title	Scope/Description		the JICR	Cost	Joint	Exclusive
1	Hazardous Cargo Pad	Semicircular pad sized to accommodate parking for one C-5 aircraft		01 JAN 22	\$2,345K	X	
2	Building 12 Storage Area	New one-story steel frame building for vehicle and equipment storage		01 JAN 22	\$3,780K		X
3	Cargo Ramp Expansion	Concrete cargo ramp with shoulders to accommodate one C-17 aircraft		15 JUN 22	\$4,500K	X	
4	Taxiway B	Existing aircraft taxiway accessing new cargo ramp expansion.		15 JUN 22	N/A	X	

Attachment 2. Accommodation Location Registry (ALR) - Example



Attachment 3. Joint Inventory and Condition Report (JICR) - Template

JOIN	T INVENTORY AND CONDIT	ION REPORT OF CONSIGNE	D PROPERTY		
1. If necessary, use a separate sh			emander exception waster		
ADDED INSTRUCTIONS:					
At the time any facility or area or including "as-built" drawings, op	r portion thereof is returned to Finland by erations and maintenance manuals, instr	y the United States, the United States sho uctions, and any warranties that remain in	uld turn over existing documentation n force.		
******	SECTION I - PROPERTY DA	ATA AND CONDITION CONCURREN	CE		
DATE OF SURVEY	CONSIGNMENT NO.	COMMENCEMENT DATE	DATE POSSESSION TAKEN		
ACTIVITY		TOTAL CONSIGNED BUILDIN	G AREA (Square meters)		
			·		
Mo the undersigned is jetly made		THE CONDITION OF THE PROPERT	5 78		
of the property is as described he	e a survey and inspection of the condition of rein.	r the property mentioned above, we concur	that as of the date of survey, the condition		
	OF THE EXTERIOR OF THE PROPER RM. ROOM CONDITIONS ARE INDIC.	RTY IS INDICATED ON THE REVERS ATED ON ATTACHED SHEETS.	NO. OF ATTACHMENTS		
Name, Title, And Signature of Fi	nnish Representative	Name, Title, And Signature of Unite	ed States Representative		

SECTION II - EXTERIOR CONDITION OF THE PROPERTY (Attach sheet for added items.)
ROOF, EAVES, DOWNSPOUTS, ETC.
WALLS
WALLO
WINDOWS AND DOORS (Include storm windows and doors)
FENCING
LAWN, SHRUBBERY, TREES AND PERENNIALS
WALKS AND DRIVEWAYS
CARACE AND OUT BUILDINGS
GARAGE AND OUT BUILDINGS
ENTRANCES, ELEVATORS AND PATIOS
EMITOMOLO, ELEVITORO MIBITATION
SEWAGE
REMARKS (Include questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)
n

SECTION III - INTERIOR CONDITION OF INDIVIDUAL ROOMS				
CONSIGNMENT NO.	TYPE OF ROOM	FLOOR NO.	ROOM NO.	
FLOOR AND FLOOR COVERING	(Include stairways and stair cove	ring)	·	
WALLS				
CEILING				
DOORS AND WINDOWS (Include	skylights and other openings)			
DI LIMBINO (I a la de la casa de				
PLUMBING (Include pipes, toilets ar	d lavatories, drinking fountains, e	etc.)		
ELECTRICAL FIXTURES				
HEATING (Include radiators, thermo	stats, etc.)			
WOODWORK (Include trim and bas	eboard, and hallways)			
OTHER EQUIPMENT (Include stove	refrigerator weather dayer etc.	V.		
OTTIER EQUITIVIENT (INCIDDE STOVE	, reingerator, wasner, uryer, etc.,	,		

Infrastructure Lifecycle

