

Memorandum of Understanding

ON THE EUROPEAN CENTRE OF EXCELLENCE FOR COUNTERING HYBRID THREATS

The Signatories to this Memorandum of Understanding (hereafter the "Participants");

Recalling the Joint Communication by the European Commission and the High Representative to the European Parliament and the Council "Joint framework on countering hybrid threats – a European Union response," decided in Brussels on 6 April 2016, in which European Union ("EU") Member States are invited to consider establishing a Centre of Excellence for "countering hybrid threats";

Recalling the Joint Declaration by the President of the European Council, the President of the European Commission, and the Secretary General of the North Atlantic Treaty Organization ("NATO"), signed at Warsaw on 8 July 2016, which underlines the need for the EU and the NATO as well as EU Member States and NATO Allies, to boost their ability to counter hybrid threats; and

Recalling the Common set of proposals for the implementation of the Joint EU/NATO Declaration, endorsed by the Council of the European Union and the North Atlantic Council on 6 December 2016, which encourages participation by the EU and NATO, as well as EU Member States and NATO Allies, in the work of the "European Centre for Countering Hybrid Threats" to be established in 2017;

Have reached the following understanding:

Section 1

Establishment of the European Centre of Excellence for Countering Hybrid Threats

The Participants note that a European Centre of Excellence for Countering Hybrid Threats (hereafter "the Centre") is expected to be established in Helsinki, Finland, as set forth in Section 2 of this Memorandum of Understanding.

Section 2

Legal personality

The Centre is intended to have a domestic legal personality and capacity to perform its functions in the Republic of Finland. Through national legislation, the Centre is expected to enjoy, in the territory of the Republic of Finland, such legal capacity as is necessary for the full exercise of its functions and is afforded to it by the laws of the Republic of Finland.

Section 3

Purpose and functions

1. Utilizing personnel and other resources contributed by the Participants (the “Personnel of the Centre”), the Centre is expected to serve as a hub of expertise supporting the Participants' individual and collective efforts to enhance their civil-military capabilities, resilience, and preparedness to counter hybrid threats with a special focus on European security. It is intended that the Centre will offer this collective expertise and experience for the benefit of all Participants, as well as the EU and NATO.
2. In carrying out its work, the Centre intends to follow a comprehensive, multinational, multidisciplinary and academic-based approach.
3. In order to achieve its purpose, the Centre is expected to:
 - a) encourage strategic-level dialogue and consultations between and among Participants, the EU, and NATO;
 - b) conduct research and analysis into hybrid threats and methods to counter such threats;
 - c) develop doctrine, conduct training, and arrange exercises aimed at enhancing Participants' individual capabilities, as well as interoperability between and among Participants, the EU, and NATO for countering hybrid threats;
 - d) engage with and invite dialogue with government and non-government experts from a wide range of professional sectors and disciplines; and
 - e) involve, or cooperate with, communities of interest focusing on specific activities that, whether together or in isolation, may constitute hybrid threats; on methodologies for understanding the nature of these activities; and on ways to adjust organisations to address such threats more effectively.

Section 4 ***Organs***

1. The organs of the Centre are to be a Steering Board and a Secretariat. The Secretariat is to be headed by a Director.
2. Staff representatives from the EU and NATO are to be invited to join in the activities of the Centre, including attendance at the Steering Board meetings, provided, however, that neither NATO nor the EU is to be a Participant in the Centre, nor is either entitled to a vote on the Steering Board.

Section 5 ***Steering Board***

1. The Steering Board is to consist of representatives of the Participants and is to:
 - a) appoint the Director of the Centre;
 - b) select the Chair of the Steering Board, who is to preside at the meetings of the Steering Board, for a term of three (3) years;
 - c) set the policies and approve the work program of the Centre;

- d) approve the budget and the accounts of the Centre on proposal of the Director;
 - e) approve the annual participation fees referred to in Section 7;
 - f) approve the admission of new Participants, in accordance with Section 11;
 - g) take decisions and adopt internal regulations on general issues of technical, financial, or administrative nature, including internal security rules, to be attached in supplementary documents, such as annexes and appendices, which are to form an integral part of this Memorandum of Understanding;
 - h) approve such guidance as may be necessary for the functioning of the Centre and its organs; and
 - i) approve and amend the Rules of Procedure of the Centre.
2. Decisions are to be taken by consensus of the Steering Board members present and voting, unless otherwise provided in this Memorandum of Understanding or in the Rules of Procedure. Consensus is determined upon every Participant voting "yes", "no", or abstaining from voting. For a decision to be approved, there must be a minimum of one "yes" vote. Should there be a "no" vote, the decision is not approved by consensus.

Section 6 **Secretariat**

The Secretariat, headed by the Director, is intended to be composed of the Personnel of the Centre.

The Secretariat is to:

- a) manage the Centre's administration and common functions: training, exercises and consulting, research and technology;
- b) maintain and administer the Centre's web site;
- c) analyse and coordinate relevant activities of the communities of interest;
- d) prepare and organize the meetings of the Steering Board; and
- e) cooperate and liaise with Participants, the EU, and NATO.

Section 7 **Resources**

1. The Centre's budget, which is expected to cover costs associated with participation, subject to the availability of funds and consistent with applicable laws and regulations, may consist of:
 - a) annual participation fees; and
 - b) voluntary financial contributions;
2. Finland is responsible for the costs related to maintenance of the Centre's facilities, such as facilities rental and external security costs.
3. The Participants, as well as invited International Organisations, may, subject to the availability of funds and consistent with applicable laws and regulations, provide the Centre with other resources and in-kind contributions, such as personnel.

4. The terms and conditions related to any such provision of personnel by any Participant, or support from invited International Organisations, are to be delineated in supplemental documents, such as annexes and appendices to the Memorandum of Understanding, which are to form an integral part of this MOU.

Section 8 **Security**

1. The external security of the Centre is to be the responsibility of the Republic of Finland.
2. Security administration within the Centre's facilities, including visits, security clearances, and information security, is the responsibility of the Director or his/her designee, acting in accordance with the security regulations of the Centre as approved by the Steering Board.
3. Classified information stored, handled, generated, transmitted or exchanged under this Memorandum of Understanding, or in connection with any activities of the Centre, is to be subject to the terms of any applicable arrangements concerning their security and protection.
4. The Centre's internal security rules are to set out the common minimum requirements for the protection of classified information handled in the Centre as appropriate. In the event that such rules conflict with, or are less protective than, any Information Agreement, the terms of such Agreement are to prevail.

Section 9 **Dispute settlement**

The Participants intend to resolve any dispute about the interpretation or application of this Memorandum of Understanding solely by consultations, and not to refer any such disputes to any national or international tribunal or third party for settlement.

Section 10 **Signature and operative date**

1. This Memorandum of Understanding initially is to be open for signature by the Governments of the Republic of Austria, the Kingdom of Denmark, the Republic of Estonia, the Republic of Finland, the Republic of France, the Federal Republic of Germany, the Italian Republic, the Republic of Latvia, the Republic of Lithuania, the Kingdom of the Netherlands, the Kingdom of Norway, the Republic of Poland, the Kingdom of Spain, the Kingdom of Sweden, the United Kingdom of Great Britain and Northern Ireland, and the United States of America.
2. This Memorandum of Understanding is intended to become operative on the date on which five (5) of the States listed in paragraph 1 of this Section, including the

Government of the Republic of Finland, have signed it. The Secretariat is to inform those signatories of the operative date.

3. For each State listed in paragraph 1 that signs the Memorandum of Understanding after it has become operative, the Memorandum of Understanding becomes operative on the date of its signature.

Section 11

Additional participation

1. After the Memorandum of Understanding has become operative, the Steering Board, by a decision taken by a simple majority, may invite the Government of any State not listed in paragraph 1 of Section 10 that is a Member of the EU or of NATO to participate in cooperation under this Memorandum of Understanding.
2. Should it elect to participate, the Government of any State invited in accordance with paragraph 1 of this Section is expected to notify the Secretariat of its intention to participate. For such a State, the Memorandum of Understanding is intended to become operative, and that State is to become a Participant, on the date the notification is received by the Secretariat.

Section 12

Modifications

This Memorandum of Understanding may be modified at any time by the unanimous written consent of the Participants. The Secretariat is to notify the Participants when a modification becomes operative.

Section 13

Validity and withdrawal

1. This Memorandum of Understanding is concluded for an unlimited period.
2. A Participant may withdraw from this Memorandum of Understanding at any time but should endeavor to give three (3) months' written notice of the withdrawal to the Secretariat, which is to notify the other Participants immediately of such notice, provided, however, that the commitments under Section 8 are to survive any discontinuation of this Memorandum of Understanding or the withdrawal by any Participant.

Section 14

Discontinuation

1. This Memorandum of Understanding may be discontinued if at any time after it becomes operative there are fewer than four (4) Participants, or if the Republic of Finland chooses to discontinue its participation.

2. If the Memorandum of Understanding is discontinued, it is expected that the Participants would be allowed six (6) months from any notice of discontinuation to close out any activities under this Memorandum of Understanding that were underway at the time of such discontinuation, provided, however, that the commitments under Section 8 are to survive any discontinuation of this Memorandum of Understanding or the withdrawal by any Participant.

Section 15
Relationship with national and international law

1. This Memorandum of Understanding does not create any rights or obligations under international law or the laws of any Participant.
2. This Memorandum of Understanding is not eligible for registration under Article 102 of the Charter of the United Nations.

This Memorandum of Understanding is signed at Helsinki on 11 April in one original in the English language. The original of this Memorandum of Understanding is to be kept by the Secretariat, which is to transmit certified copies to each of the Participants.

For the Government of the Republic of Austria

For the Government of the Kingdom of Denmark

For the Government of the Republic of Estonia

For the Government of the Republic of Finland

For the Government of the French Republic

For the Government of the Federal Republic of Germany

For the Government of the Italian Republic

For the Government of the Republic of Latvia

For the Government of the Republic of Lithuania

For the Government of the Kingdom of the Netherlands

For the Government of the Kingdom of Norway

For the Government of the Republic of Poland

For the Government of the Kingdom of Spain

For the Government of the Kingdom of Sweden

For the Government of the United Kingdom of Great Britain and Northern Ireland

For the Government of the United States of America