MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FRAMEWORK NATIONS

THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ESTONIA

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA

CONCERNING

THE ESTABLISHMENT AND GENERAL PRINCIPLES OF OPERATION OF

HEADQUARTERS MULTINATIONAL DIVISION NORTH (HQ MND-N)

The Ministry of Defence of the Kingdom of Denmark

The Ministry of Defence of the Republic of Estonia

The Ministry of Defence of the Republic of Latvia

* hereinafter called the Framework Nations (FNs).

CONSIDERING the Brussels Summit Declaration dated 11 July 2018, para 30 regarding the further strengthening of the command and control in the Baltic region through the establishment of a Multinational Divisional Headquarters,

HAVING REGARD to the Letter of Intent on Establishment of Multinational Divisional Headquarters North, signed in Brussels on 11 July 2018,

HAVING REGARD to the Memorandum of Understanding between the Ministry of Defence of the Kingdom of Denmark and the Ministry of Defence of the Republic of Estonia and the Ministry of Defence of the Republic of Latvia concerning the Establishment Multinational Divisional Headquarters North, signed in Brussels on 14 February 2019, (hereinafter – HQ MND-N Establishment MOU)

ACKNOWLEDGING the Headquarters Multinational Division North as having been established and developed as per the HQ MND-N Establishment MOU in the period leading up to the signing of this Memorandum of Understanding.

CONSIDERING the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), signed on 19 June 1951.

THE FRAMEWORK NATIONS HAVE DECIDED THE FOLLOWING:

# Purpose of this Memorandum of Understanding

* 1. Having regard that the Headquarters Multinational Division North (HQ MND-N) is established by the HQ MND-N Establishment MOU, the purposes of this Memorandum of Understanding between the Framework Nations (FN MOU) are:
1. to restate the provisions for the operation of the HQ MND-N, including its necessary support elements, as headquarters, with subordinated units and capabilities, with a view to commanding a division size force over time, corresponding to NATO's identified command and control requirements for the Baltic region and contributing to the deterrence and defence posture of the Alliance; and
2. to restate the framework facilitating HQ MND-N becoming a NATO Military Body and a part of the NATO Force Structure (NFS), in support of the wider NATO deterrence and defence posture in this region, including enhanced Forward Presence. This includes obligations and responsibilities among the FNs and operation of the HQ MND-N.
	1. The provisions of this FN MOU are supplemented by the following annexes, which are not integral parts of this FN MOU and can be amended by the FNs through agreement in the Division Committee.
3. Resource Responsibilities of the Framework Nations
4. Terms of Reference of Division Committee Headquarters Multinational Division North
5. Principles for rotation of Command Group
6. Terms of Reference for Commander MND-N
	1. In order to facilitate the fulfilment of this FN MOU and for the execution of specific tasks or events, the FNs may conclude separate implementing arrangements.
	2. The provisions of this FN MOU are not intended to conflict with international law or national laws. In case a conflict arises, international law and national law will prevail. The FNs will notify each other immediately when conflict appears.

# Geographical location

* 1. In peacetime HQ MND-N will consist of two elements - a Distributed Command - one element on very high readiness situated in Latvia (Ādaži) and the other element on high readiness situated in Denmark (initially Karup, then Slagelse). It is collectively referred to as Headquarters Multinational Division North.
	2. During crisis and operations, the two elements of the HQ MND-N will merge in Latvia and will primarily operate from a permanent facility.
	3. The HQ MND-N will have an area of operations in Estonia and Latvia and adjacent Allied territory.
1. **Division Committee**
	1. The Division Committee will advise the FNs through the appropriate channels on legal, financial and all other issues concerning the HQ MND-N.
	2. The Division Committee will supervise and give advice to the Commander of MND-N in all areas, which are not dealt with by NATO or national authorities. This includes planning, preparation and execution of MND-N task and missions as well as common training, exercises, organisation and logistics.
	3. The Division Committee will be composed of representatives from the FNs.
	4. The Terms of Reference for the Division Committee of the HQ MND-N are attached as Annex B to this MOU.

# Personnel and leadership

* 1. Each FN will appoint personnel to the HQ MND-N.
	2. The HQ MND-N will have a Command Group consisting of:
* Commander (Ādaži)
* Deputy Commander (Ādaži)
* Chief of Staff (Ādaži)
* Deputy Chief of Staff (initially Karup, then Slagelse)
* Command Sergeant Major (Ādaži)
	1. The Terms of Reference of the Commander of HQ MND-N are set out in Annex D to this MOU.
	2. Principles for the rotation of the Command Group are set out in Annex C to this MOU.

# Participation of other NATO Allies

FNs will welcome participation from other NATO Allies in HQ MND-N. Appropriate agreements will be provided depending on the scope of participation (Participant or Contributing Partner).

# Status

* 1. Until the HQ MND-N has been declared as a NATO Military Body with International Military Headquarters Status within the NFS, the status of the personnel is defined in the NATO SOFA.
	2. When the HQ MND-N is declared as a NATO Military Body, the status of the Headquarters and that of the personnel will be defined by the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol), respective supplementary agreements to the Paris Protocol and the NATO SOFA.

# Scope and tasks

* 1. The scope of the HQ MND-N will be to plan, train and operate for national defence as well as for collective defence purposes in accordance with the North Atlantic Treaty.
	2. The HQ MND-N tasks will be to:
1. Maintain and disseminate situational awareness;
2. Plan and command military operations in its area of operation;
3. Command assigned troops;
4. Conduct training;
5. Execute other tasks set out by appropriate Military Authorities.
	1. In a crisis situation the HQ MND-N Crisis Establishment can be activated in accordance with national governmental and parliamentary procedures upon:
6. approval by FNs' national authorities;
7. Supreme Allied Commander Europe's (SACEUR) decision to activate pre-authorized Crisis Response Measures;
8. North Atlantic Council decision to execute advance plans;
9. North Atlantic Council decision to invoke Article 5.
	1. Transfer of Authority of FNs' forces will be decided in a separate agreement.

# National contributions

* 1. Latvia and Denmark as the host nations will provide the necessary infrastructure and facilities to establish the HQ MND-N. Estonia will participate in the provision of Combat Service Support.
	2. FNs will provide Combat Service support, command, communications (including classified), and information systems to the HQ MND-N.
	3. When the HQ MND-N is declared as a NATO Military Body, the FNs Budget will be divided among the FNs as set out in Annex A to this MOU.
	4. Mutual support during training and exercises will be provided in accordance with statement of requirements procedures. Costs related to exercises and training will be handled in accordance with Annex A to this MOU.

# Language

English will be the working language of the HQ MND-N.

# Settlement of disputes

Any dispute regarding the interpretation and/or application of this FN MOU will only be solved through negotiations by the Framework Nations and will not be referred to any national or international tribunal or any other third party for settlement.

# Security

All classified information exchanged or generated in connection with this FN MOU will be used, transmitted, stored, handled and safeguarded in accordance with national laws in force in the Framework Nations and applicable bilateral or multilateral agreements.

# Final Provisions

* 1. This FN MOU may be modified or terminated at any time, by mutual written consent of the Framework Nations. Any modifications to this FN MOU are to be done in writing.
	2. Any NATO ally may accede to this FN MOU at the invitation of the FNs signatories to this FN MOU. The provisions necessary for such accession will be agreed to in written detail.
	3. Any FN may withdraw from this FN MOU by a giving six months prior written notice to other FNs.
	4. This FN MOU will come into effect upon the date of the last signature. By signing this FN MOU the FNs mutually acknowledge that the HQ MND-N Establishment MOU will be terminated and replaced by this FN MOU.

This MOU is signed in three copies in the English language, one for each FN.

For the Ministry of Defence of the Kingdom of Denmark

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For the Ministry of Defence of the Republic of Estonia

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For the Ministry of Defence of the Republic of Latvia

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Annex A to the Framework Nations Memorandum of Understanding

**Resource Responsibilities of the Framework Nations**

The Framework Nations (FNs) commit to share the burden of providing the services and functions to HQ MND-N permanent facilities, throughout this annex also meaning their initial substitute facilities, in accordance with these provisions.

1. The FNs will provide and bear the costs of the following services and functions to HQ MND-N permanent facilities in accordance with a set cost-share at 1/3 for Denmark / 1/3 for Estonia / 1/3 for Latvia:
2. Civilian hired Local Wage Rate support staff**;**
3. The equipment within support units attached to HQ MND-N, excluding Armoured Forward Command Post;
4. Communication expenses, including satellite communications, software licenses and maintenance of communication and data processing facilities;
5. Maintenance of and re-investments in Communications and Information Systems (CIS) in support of HQ MND-N in its permanent facilities;
6. The office management, postage, reproduction, fittings, office equipment, stationery, and other utilities for HQ MND-N, together with office services, operational support services and bank services;
7. Office furnishing;
8. Representation and hospitality expenses;
9. Provision and maintenance of and fuel for staff cars and other administrative vehicular transport in support of HQ MND-N;
10. Geographic support to HQ MND-N, as follows:
11. Terrain analysis and graphics, provision of defined planning stocks and controlled access of a geographic map library on deployment;
12. Co-ordination of the supply of geographic materials, either from existing NATO-designated materials (by nations meeting their existing responsibilities within current NATO Geographic Policy) or by arranging production and supply (with financial reimbursement through existing bilateral arrangements or on invoice repayment basis).
13. military exercises and training venues outside HQ MND-N permanent facilities for a period not exceeding four (4) days and only involving personnel and equipment of the HQ MND-N[[1]](#footnote-2).
14. Structural maintenance and internal modifications of the infrastructure.
15. To underline their commitment to establish HQ MND-N as a NATO Military Body in the NFS in an expedite manner, the FNs will make initial contributions to move towards Full Operational Capability as follows:
16. Denmark will provide the necessary infrastructure and facilities in Karup, and then Slagelse, Denmark. Denmark will further provide and bear the cost of the initial establishment of the Armoured Forward Command Post.
17. Estonia will make a special contribution of up to five (5) million euro in support of acquisition of CIS equipment for the HQ MND N. The acquired CIS equipment will follow the requirements set out in SACEUR’s Strategic Directive and Joint Force Command Brunssum’s HQ MND N Development Plan. The exact composition and procurement details of the CIS equipment will be agreed separately by the FNs and within CIS Implementation plan of HQ MND-N.
18. Latvia will provide the necessary infrastructure and facilities in Ādaži, Latvia.
19. Denmark and Latvia will as host nations provide and bear the cost of the following services and functions to HQ MND-N within their respective national territory:
20. The existing and planned infrastructure;
21. Physical security of the permanent facilities;
22. Utilities, including cleaning, renovation, heating, water, electricity, public phone lines and public internet connection.
23. The funding source for investment costs for any future new infrastructure will be decided by the FNs on a case-by-case basis, if or where relevant.

Annex B to the Framework Nations Memorandum of Understanding

**Terms of Reference of Division Committee Headquarters Multinational Division North**

1. Responsibilities
	1. The main responsibilities of the Division Committee (DC) as laid down in Section 3 of the Framework Nations Memorandum of Understanding (FN MOU) are:
		1. to advise the Framework Nations (FNs) for Headquarters Multinational Division North (HQ MND-N) through the appropriate channels on legal, financial and any other issues concerning HQ MND-N,
		2. to supervise and give advice to Commander MND-N (COM MND-N) in all areas not dealt with by NATO or national authorities. This includes the planning, preparation and execution of HQ MND-N tasks and missions as well as common training, exercises, organisation and logistics.
2. Composition
	1. The DC will be set up under the auspices of the respective Chiefs of Defence from the FNs for HQ MDN N.
	2. The DC will consist of the representatives of the FNs acting on behalf of the Chiefs of Defence or equivalent. COM MND-N may be invited to attend the meetings. HQ MND-N is represented in the DC with observer status.
	3. The DC will be chaired by a FN. The Chairmanship will rotate on an annual basis among the FNs. The sequence of rotation will be as follows: Denmark, Latvia and Estonia. Rotation will take place at the beginning of the year. The Chairman will be the point of contact for the HQ MND-N in all trilateral issues. He will ensure distribution of information to the other FNs and coordinate the activities of the DC. The rotation is to be initiated when decided by the Division Committee but not sooner than Full Operational Capability is declared.
	4. The DC will be supported by an Executive Secretariat (ES). The ES will consist of a Permanent Secretary provided by Denmark, and supplemented by members from the other FNs. All members of the ES must be mandated National Points of Contact. A Point of Contact from MDN N will be identified for direct coordination with the ES. The ES is the primary Point of Contact for all SWGs. SWGs are assisted by the ES as directed by the establishment provisions.
3. Other Entities
	1. A permanent Policy and Resource Committee (PRC) will determine the applicable financial procedures in a set of HQ MND-N Financial Regulations and exercise control of compliance therewith. The PRC will be mandated to give directions on and endorse, subject to DC approval, the annual FNs Budget (FNB), the annual five year Medium Term Resource Plan (MTRP), the Mid-Year Review (MYR) and the annual Financial Statement. Further details will be defined in a set of Terms of Reference for the PRC.
	2. A permanent C4IS (Command, Control, Communications, Computers and Information Systems) Support Coordination Group will advise and support the COM MND-N in the development of a comprehensive HQ MND-N C4IS concept and its realisation in the units of the Command Support Battalion and for the coordination between the FNs.
	3. The DC may establish Sub Working Groups (SWG) with representatives from the FNs in order to support the DC in its function and to provide expertise on specific issues. The HQ MND-N will be represented in the Working Groups with observer status.
4. Tasks
	1. The DC will:
		1. act on behalf of the Chiefs of Defence or equivalent on all HQ MND-N related matters,
		2. approve the annual common training and exercise programme of the COM MND-N and his 5 year exercise plan including cost estimates subject to prior PRC endorsement,
		3. approve the annual status report of COM MND-N and his evaluation of the common training and exercise programme of the previous year,
		4. approve, subject to prior PFC endorsement, the FNB, MTFP, MYR and Annual Financial Statement.
		5. authorise changes in the Peacetime Establishment, Crisis Establishment, and Table of Organisation and Equipment, of the HQ MND-N.
5. Meetings
	1. The DC will convene at least once a year in a plenary where Participants may attend.
	2. The DC may also convene upon request of one of the FNs or the COM MND-N.
	3. The annual meeting will take place not later than mid-June. The aim of this meeting is to discuss the annual evaluation report of COM MND-N and to decide upon the exercise and training programme for the years to follow.
	4. The DC will produce a written protocol of the meeting signed by FNs representatives. DC decisions will be based on consensus between FNs.

Annex C to the Framework Nations Memorandum of Understanding

**Principles for Rotation of the Command Group**

1. **Composition**

The Command Group consists of the Commander, the Deputy Commander, the Chief of Staff, the Deputy Chief of Staff and the Command Sergeant Major.

1. **Framework Nations’ agreement**

The Framework Nations have agreed to work out principles and establish regulations on rotation of the manning of the Command Group, the Head of Operations Centre, the Head of Plans Centre and the Aide-de-Camp to the Commander with two exceptions:

* 1. The post of Deputy Chief of Staff will be permanently manned by Denmark
	2. The post of Head of Plans Centre is anticipated to be permanently manned by a Participant. Only if required rotation principles and regulations will be established.

Upon achieving Initial Operational Capability, the Division Committee will negotiate an amendment to this annex stating the principles, timings and detailed sequence for rotation of the stated posts.

Until the above mentioned amendment to this annex is agreed on the manning will be according to the distribution stated in para 3.

The Framework Nations are committed to agreeing on the amendment to this annex so as to permit the commencement of rotation of the Command Group from achievement of Final Operational Capability.

1. **Current manning of rotational posts**

The current and anticipated manning of the posts stated in para 1 and 2 is as follows:

* 1. Commander: Manned by Denmark
	2. Deputy Commander: Manned by Latvia
	3. Chief of Staff: Manned by Denmark
	4. Deputy Chief of Staff: Manned by Denmark
	5. Command Sergeant Major: Manned by Estonia
	6. Head of Operations Centre: Manned by Estonia
	7. Head of Plans Centre: Anticipated manned by Participant
	8. Aide-de-Camp to the Commander: Manned by Denmark

Annex D to the Framework Nations Memorandum of Understanding

**Terms of Reference for the Commander of Multinational Division North**

**(COM MND-N)**

COM MND-N will

* 1. in the field of operations:
		1. in the field of operational planning:
			1. analyse the tasks and missions of HQ MND-N;
			2. plan and prepare the execution of the tasks and missions;
			3. inform the competent national authorities about the status of preparations for tasks and missions;
			4. inform the competent NATO Commander about the status of preparations for tasks and missions.
		2. after Transfer of Authority:
			1. conduct operations to accomplish the mission assigned by the competent NATO Commander, as directed by SACEUR or as decided by national authorities;
			2. co-ordinate in accordance with relevant NATO documents with national authorities when required;
			3. request national authorities or the competent NATO Commander to assign additional units to HQ MND-N;
			4. assign missions or tasks to subordinate commanders, to deploy units, to reassign forces and to retain or delegate operational or tactical control as may be deemed necessary.
	2. in the field of logistics:
		1. in peacetime:
			1. require reports on the quantity and quality of specific logistic assets designated to support the forces which will be under his command;
			2. submit requirements and formulate priorities with respect to the logistics to the competent national authorities for the operations he is tasked with;
			3. submit proposals with regard to standardisation in the field of logistics to the competent national authorities.
		2. during operations:
			1. establish and submit logistic requirements to the competent national authorities;
			2. co-ordinate logistics planning and support within his area of operations;
			3. distribute logistic assets according to the provisions of MC 319/1.
	3. in the field of common training and exercises:
		1. plan and develop an exercise concept for the HQ MND-N and affiliated units and formations;
		2. determine the objectives and organisational procedures for the conduct of exercises of HQ MND-N;
		3. submit proposals for the participation of HQ MND-N and its affiliated units and formations in exercises for approval to the Division Committee (DC);
		4. specify the exercise objectives, based on the exercise concept and the guidance of the DC;
		5. submit an annual common training and exercise plan and a five year exercise plan to the DC for approval;
		6. conduct during exercises of HQ MND-N the evaluation of training standards of the units and formations affiliated to HQ MND-N;
		7. visit, after co-ordination with the respective commanders, exercise and training of the units and formations affiliated to HQ MND-N;
		8. take care of common training and exercising of HQ MND-N.
	4. in the field of security:
		1. issue security regulations for HQ MND-N based on the security guidelines from the DC.

* 1. in the field of finance and budget:
		1. produce the budget estimate and submit it to the Policy and Resource Committee (PRC) for endorsement prior to DC approval;
		2. produce and submit the Medium Term Financial Plan (MTFP), based on the plan for activities with financial consequences;
		3. implement the approved Framework Nations (FNs) Budget (FNB) and Shared Multinational Funded Budget (SMFB);
		4. prioritise assigned activities within the approved FNB and SMFB;
		5. submit the annual financial statement for the previous fiscal year;
		6. submit the audit report including comments on the results and recommendations;
		7. produce and submit a supplementary FNB if necessary;
		8. submit relevant proposals for the review of budget and financial regulations;
		9. provide financial information as requested by the PRC.

A set of Financial Regulations agreed by the FNs will further specify the responsibilities of COM MND-N within the field of finance and budgets.

Ministru prezidenta biedrs,

aizsardzības ministrs Artis Pabriks

Atvara, 67335169

sigita.atvara@mod.gov.lv

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1. The sharing of costs for military exercises and training venues exceeding four (4) days is to be covered by the respective agreement with Supreme Headquarters Allied Powers Europe establishing HQ MND-N as a NATO Military Body. [↑](#footnote-ref-2)