

AGREEMENT BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF ESTONIA,
THE GOVERNMENT OF THE REPUBLIC OF FINLAND,
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY,
THE GOVERNMENT OF THE REPUBLIC OF ICELAND,
THE GOVERNMENT OF THE REPUBLIC OF LATVIA,
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA,
THE GOVERNMENT OF THE KINGDOM OF NORWAY,
THE GOVERNMENT OF THE REPUBLIC OF POLAND,
THE GOVERNMENT OF THE RUSSIAN FEDERATION, and
THE GOVERNMENT OF THE KINGDOM OF SWEDEN**

ON THE ESTABLISHMENT OF THE SECRETARIAT OF THE NORTHERN DIMENSION PARTNERSHIP IN PUBLIC HEALTH AND SOCIAL WELL-BEING, NDPHS

The Government of the Republic of Estonia, the Government of the Republic of Finland, the Government of the Federal Republic of Germany, the Government of the Republic of Iceland, the Government of the Republic of Latvia, the Government of the Republic of Lithuania, the Government of the Kingdom of Norway, the Government of the Republic of Poland, the Government of the Russian Federation and, the Government of the Kingdom of Sweden, hereinafter referred to as "the Parties,"

TAKING INTO ACCOUNT that the NDPHS, as defined in the *Declaration Concerning the Establishment of a Northern Dimension Partnership in Public Health and Social Wellbeing* (the Oslo Declaration), adopted at the Ministerial Meeting in Oslo on 27 October 2003, has since 2004 been served by the highly appreciated secretariat service hosted by the Council of the Baltic Sea States Secretariat,

HAVING REGARD to the Oslo Declaration of 2003 and the *Memorandum of Understanding Concerning the Establishment of a Secretariat of the Northern Dimension Partnership in Public Health and Social Well-being* signed at the ministerial-level Annual Partnership Conference in Oslo on 25 November 2009, in both of which the Partners expressed the intent and interest to establish a permanent Secretariat,

AFFIRMING that all references to the Partnership's structures and procedures shall be interpreted according to the Oslo Declaration, and, in particular, that the "Partners" refers to the eligible partners as defined in Article 2 of the Oslo Declaration and the "CSR" refers to the Committee of Senior Representatives, the regular co-ordination mechanism of the Partnership, consisting of senior representatives appointed by each Partner.

The Parties have agreed as follows:

Article 1 – Establishment

The Parties hereby establish the Secretariat of the Northern Dimension Partnership in Public Health and Social Well-being (hereinafter referred to as the Secretariat) as an international legal entity.

Article 2 – Juridical Personality

The Secretariat shall possess full juridical personality in the Host Country and enjoy such capacities as may be necessary to exercise its functions and fulfil its objectives, including the capacity to contract, to acquire and dispose of movable and immovable property and to institute and participate in legal proceedings.

Article 3 – Decision Making

All decisions shall be made by consensus between the Parties, unless otherwise provided for in this Agreement.

Article 4 – Seat

The seat of the Secretariat shall be in Sweden.

Article 5 – Host Country Agreement

A separate agreement shall be concluded between the Secretariat and the Host Country (hereinafter referred to as the Host Country Agreement). The Host Country Agreement shall determine privileges and immunities of the Secretariat as deemed necessary for the exercise of its functions.

Article 6 – Aims and Functions of the Secretariat

1. The main function of the Secretariat is to provide administrative, analytical and other support to the NDPHS Committee of Senior Representatives (CSR) and to ensure the continuity and coordination of the work of the Northern Dimension Partnership in Public Health and Social Well-being. In addition, the Parties may assign the Secretariat with other tasks, as appropriate.
2. Detailed aims and functions of the Secretariat are set out in the Terms of Reference.

Article 7 – Personnel

1. The Secretariat shall be composed of a Director and, within the financial resources available, such number of other Staff Members as the successful performance of its tasks will require.
2. The Director of the Secretariat shall be appointed by the Parties. The CSR Chair is authorized to sign the employment contract with the Director of the Secretariat on behalf of the Parties. Other Staff Members of the Secretariat shall be appointed by the Director of the Secretariat at the approval of the Parties.
3. The Director of the Secretariat and other Staff Members shall be appointed on the basis of merits in a manner which takes account of geographical balance, gender and of the principle of rotation.
4. Detailed Staff Rules, Administrative Manual and Regulations are to be set out in a Personnel Handbook of the Secretariat, to be developed by the Director of the Secretariat and approved by the Parties.

Article 8 – Financial Contributions

1. The financial year of the Secretariat is the calendar year.
2. The Director of the Secretariat shall every budget year prepare a financial report and a draft budget to be approved by the Parties.
3. The Secretariat shall be audited by an independent Auditor appointed by the CSR.
4. Detailed regulations on the financial matters shall be set out in the Financial Rules of the Secretariat, to be developed by the Director of the Secretariat and approved by the Parties.
5. The Parties shall provide annual financial contributions required for the Secretariat according to the following payment formula: a larger contribution shall be 2.6 times a smaller contribution. Larger contributors are: Finland, Germany, Norway, Poland, the Russian Federation and Sweden; and smaller contributors are: Estonia, Iceland, Latvia and Lithuania. Before approving a new Party to the Agreement, the existing Parties shall agree with that Party on the contribution level.

Article 9 – Settlement of Disputes

Any dispute regarding the interpretation or application of this Agreement shall be resolved by consultations between the Parties.

Article 10 – Amendments

1. This Agreement may be amended by the Parties. A proposal to amend the Agreement shall be done in writing and communicated to the Depositary. The proposed amendment shall be communicated to all the Parties by the Depositary.
2. The amendment shall be adopted by consent by the Parties and shall enter into force on the sixtieth day after the notification of all Parties to the Depositary of the completion of national legal procedures necessary for the amendment to enter into force.

Article 11 – Accession

Any Partner of the NDPHS may at any time, after the entry into force of this Agreement, make a request to the Depositary to accede to this Agreement. The Depositary shall inform all Parties of such a request. If the request is approved by the Parties, the Agreement shall enter into force for the Partner in accordance with the procedure laid down in Article 12.1.

Article 12 – Entry into Force

1. The Parties shall notify in writing the Depositary of the completion of national legal procedures necessary for this Agreement to enter into force. The Agreement shall enter into force on the sixtieth day following the date of the receipt by the Depositary of the sixth such notification. For each Party expressing its consent to be bound by the Agreement after the date of receipt of the sixth such notification by the Depositary, the Agreement shall enter into force on the sixtieth day after the deposit by such Party of its notification of the completion of national legal procedures.
2. The Depositary shall inform the Parties of the date of entry into force of the Agreement.

Article 13 – Withdrawal

1. Any Party may withdraw from this Agreement by a written notice submitted to the Depositary. A withdrawal from the NDPHS shall consequently result in a withdrawal from the Agreement. The withdrawal shall take effect at the end of the financial year following the year in which the Depositary received the notice.
2. The remaining Parties shall consult on the future existence and structure of the Secretariat.

Article 14 – Depositary

The Russian Federation shall be the Depositary of this Agreement.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at Saint-Petersburg on 25th of November 2011 in one original copy in English to be kept by the Depositary. The Depositary shall issue authenticated copies to all the Parties.

For the Government of the Republic of Estonia



For the Government of the Republic of Finland



For the Government of the Federal Republic of Germany

Benedikt Heew
A. Wolme-Ganz

For the Government of the Republic of Iceland

For the Government of the Republic of Latvia



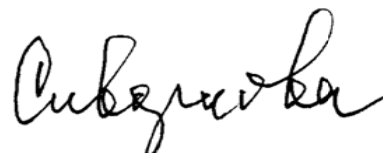
For the Government of the Republic of Lithuania

For the Government of the Kingdom of Norway



For the Government of the Republic of Poland

For the Government of the Russian Federation



For the Government of the Kingdom of Sweden

