

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MINISTRY FOR FOREIGN AFFAIRS OF FINLAND , THE  
SECRETARIAT OF PROTECTDEFENDERS.EU (LEGALLY  
REPRESENTED AS FIDDH), ARTISTS AT RISK/PERPETUUM  
MOBILE RY AND THE CITY OF HELSINKI  
CONCERNING  
A PILOT PROGRAMME FOR THE TEMPORARY PROTECTION OF  
HUMAN RIGHTS DEFENDERS**

The Ministry for Foreign Affairs of Finland, ProtectDefenders.eu, Artists at Risk/Perpetuum Mobile ry and the City of Helsinki ('the Participants'),

Have reached the following understanding:

***Section 1: Purpose /Objective***

The objective of this Memorandum of Understanding is to initiate and facilitate co-operation between the Participants with the view to set up a pilot program for the temporary protection of human rights defenders in Finland. As part of the program, two (2) human rights defenders will be able to relocate to Finland for the duration of maximum 90 days.

***Section 2: Areas/Scope of co-operation***

Within the context of this Memorandum of Understanding, the Participants will have the possibility of sharing their resources, experience and expertise and will co-operate to:

1. select the participants of the protection program, with ProtectDefenders.eu suggesting possible participants to the Ministry for Foreign Affairs and other organizers of the pilot program (Artists at Risk/Perpetuum Mobile ry)
2. share expertise and best practices on temporary protection and relocation programs before, during and after the pilot program

***Section 3: Financial contributions***

ProtectDefenders.eu intends to contribute up to 64% of all costs of the protection program (34.282 euros), with a maximum of 20% of the total of its contribution allocated as administrative costs understood as all their operational costs, in line with the general criteria governing the ProtectDefenders.eu Temporary Relocation Programme and in accordance with the budget accompanying this MoU. In accordance with the same budget, the Ministry of Foreign Affairs intends to contribute up to 21% of the total budget (11.397 euros) and the City of Helsinki up to 15% of the total budget (7.782 euros). Decisions on financial contributions will be made in accordance with the respective internal procedures of each participant. Funds will be transferred by ProtectDefenders.eu to Artists at Risk as Host Organization/main implementing partner of the program upon signature of the relevant grant agreement and validation of interim reports as submitted by Artists at Risk.

#### **Section 4: Disputes**

Any dispute about the interpretation or application of this Memorandum of Understanding will be resolved by consultations between the Participants, and will not be referred to any national or international tribunal or third party for settlement.

#### **Section 5: Amendments**

This Memorandum of Understanding may be amended at any time by the mutual written consent of the Participants.

#### **Section 6: Termination**

This Memorandum of Understanding may be terminated by any of the Participants giving six months written notice. The Participants will consult to determine how any outstanding matters should be dealt with. Termination will not affect the validity of any contract made under this Memorandum of Understanding.

#### **Section 7: Duration and effective date**

This Memorandum of Understanding will remain in effect until the end of 2025. This Memorandum of Understanding will come into effect on [the date of signature].

#### **Section 8: Relationship with national and international law**

This Memorandum of Understanding is not legally binding and is not intended to supersede national law or international obligations. The Participants will notify each other in case of any conflict arising from this Memorandum of Understanding.

#### **Section 9: Exchange of information**

1. All information provided or generated pursuant to this Memorandum of Understanding will be safeguarded, used, transmitted, stored, and handled in accordance with applicable national laws and regulations.
2. The Participant will take all lawful steps available to it to ensure that all classified information provided or generated pursuant to this Memorandum of Understanding is used only for the purposes it was provided and is protected from further disclosure unless the other Participant consents to such a disclosure.

The foregoing represents the understanding reached between the Participants on the matters referred to in this Memorandum of Understanding.

Signed at [place] on [date] in [the language]

*Helsinki, 7.10.2024*

For the Ministry for Foreign Affairs of Finland

For ProtectDefenders.eu (FIDDH)



For Artists At Risk/Perpetuum Mobile ry

For City of Helsinki

