

Háldi Transboundary Area Cooperation Agreement



Photo: Seija Olkkonen

1. Definitions and Abbreviations

The words and abbreviations used in this Agreement have the following meanings:

Agreement: this Cooperation Agreement.

Partner(s): Partners of cooperation described in this Agreement.

Háldi Transboundary Area (Háldi TBA): the target area described in this Agreement.

Transboundary Park(s) (TBP): protected areas included in the Háldi TBA.

Háldi region: a geographic area surrounding the Háldi TBA in Finland and Norway, connected to it by nature, land use and recreational infrastructure, described in this Agreement.

Joint Management Board (JMB): the decision-making body of the Háldi TBA as described in this Agreement.

Joint Advisory Board (JAB): the body of important stakeholders supporting the management of the Háldi TBA.

Cooperation Strategy (Strategy): the attached Cooperation strategy document accepted by the Partners steering their cooperation in long term (circa 10 years).

Action Plan: the document referred to in the Cooperation Strategy containing the agreed cooperation actions for the each 5-year-period during the term of this Agreements. Action Plan shall be updated annually by the JMB.

TransParcNet: a network of EUROPARC Transboundary Parks.

2. General background

Following the Convention on Biological Diversity 1992, Convention on the Conservation of European Wildlife and Natural Habitats 1979, European Landscape Convention 2000, signed by the States of Finland and Norway,

following the principles of Memorandum of Understanding between Ministries of Environment in Finland, Norway and Russia 2010, and

following the EUROPARC's Transboundary Parks Programme initiative to promote and facilitate transboundary cooperation between European Protected Areas,

the Partners of this Agreement commit to cooperation as described in the following Articles.

3. Partners and areas

3.1 Legal partners

Partners of this Agreement are:

Finland

- **Metsähallitus** as a public enterprise owned by the State of Finland is the legal Partner of the Agreement. Director of the National Parks Lapland unit shall sign the Agreement. Fell Lapland Park Unit led by National Park superintendent is the operational unit responsible for cooperation on behalf of Metsähallitus.

Norway

- **Board of Reisa National Park and Ráisduottarháldi Landscape Protection Area** (later Board) is the legal Partner of the Agreement. Chair of the Board shall sign the Agreement. National Park superintendent is responsible for operational cooperation.

3.2 Associated partner

Associated Partner of this Agreement have an important role in cooperation, but not as undersigned Partner.

- **Halti National Park Center** (later Halti NPC) is a company owned by Nordreisa municipality (52 %) and other public parties. It is a contractor of Norwegian Environment Agency as the official information center of Reisa National Park.

3.3 Protected areas and actions

This Agreement concerns the following protected areas under management of the Partners:

Finland

- **Käsivarsi Wilderness Area** 221 270 ha (later Käsivarsi WA), including Annjaloanji Protected Area, 89 ha and Valtijoki Esker Protection Programme Area, 659 ha.

Norway

- **Reisa National Park** 80 300 ha (Later Reisa NP) and **Ráisduottarháldi Landscape Protection Area** 8 300 ha.

In addition, this Agreement includes following management parties, actions and services connected to the Haldi TBA:

- Services of visitors of the Haldi region provided by Kilpisjärvi Visitor Center (later Kilpisjärvi VC) of Metsähallitus and Haldi NPC and all other information medias of Partners serving visitors and stakeholders operating in the Haldi region.
- Management of land use and recreational infrastructure functionally connected to Haldi TBA in the Haldi region, e.g. North Calotte Trail from Kilpisjärvi to Kautokeino and Ovi Raishiin as an information and entrance point of Reisa NP.
- Nature conservation and other management actions where Haldi TBA is included as a target area.
- Participation in the annual meetings and other common actions of TransParcNet.

4. Membership of TransParcNet

The Partners of the Agreement commit to apply for a membership of EUROPARC Transboundary Park Network (TransParcNet) and to fill the certification and membership criteria. That includes membership of EUROPARC Federation of protected areas.

5. Decision-making

5.1 Documents steering the cooperation

This Agreement is the primary document steering the cooperation of Partners. It shall be supplemented by Cooperation Strategy as a part of this Agreement.

However, any national legislation and other regulations of Partner states, as well as the official management plans of Partner areas and other instructions from the national authorities (jointly referred to as "governmental regulation") shall take priority over this Agreement and the Cooperation Strategy in the event of a conflict. In such an event, the Partner affected by the governmental regulation shall contact the other Partners without undue delay in order to jointly agree on temporal or permanent amendments to this Agreement and/or to the Cooperation Strategy/Action plan.

5.2 Organization and decision-making

The decision-making body is the **Joint Management Board (JMB)** consisting of 6 members:

Finland

- Regional Director of Metsähallitus National Parks Lapland, National Park Superintendent and the person in charge of cooperation.

Norway

- Chair of the Board, National Park Superintendent and Director of Haldi NPC.

The Chair and the secretary of the JMB shall be switched each year between Partners as separately agreed in more detail.

The JMB shall have two official meetings per year, one in autumn and the other in spring.

All the 6 JMB members have to be present in the JMB meetings or otherwise express their opinions. Decisions made in the JMB meetings have to be unanimous.

In the meetings, the Partners may:

- Make any amendments to the Cooperation Strategy if necessary.
- Update the Action Plan for the each following 5-year-periods.
- Decide common actions to be resourced and implemented the following years.
- Make proposals of larger scale cooperation actions or projects.
- Evaluate reports of actions from previous years.
- Make other decisions and take actions relevant to the JMB.

5.3 Stakeholder participation

Cooperation with stakeholders operating in the Hálđi region is necessary for a successful management of Cooperation under this Agreement. Representatives of all important stakeholders may be invited to **Joint Advisory Board** (JAB) of the Hálđi TBA as agreed by the Partners. The JAB shall have two meetings per year, each preceding the JMB meetings.

The JAB elects a chair in each meeting separately. Member of JMB is a secretary.

The JAB issues an opinion to all JMB cases. Opinions of JAB can be unanimous or opinions of one or several participants. No voting decisions are made. The JAB can make proposals of common actions for JMB.

The JAB members shall be informed about Hálđi TBA plans and actions and about any changes thereto without undue delay between meetings.

In addition to common stakeholder participation of the Hálđi TBA, the Partners shall have in place their own planning procedures including adequate participation of stakeholders, e.g. Sámi as an indigenous people and other locals having special rights in the protected areas.

6. Objectives

Common objectives of the Hálđi TBA cooperation are, as described in the Strategy:

1. *Organization* of Hálđi Transboundary Area
2. *Protection of common natural and cultural values* in the Hálđi TBA by means of good cooperation and joint conservation actions.
3. *Effective monitoring, supervision and management* of cross-border tourism and other cross-border activities and their impact on natural and cultural values.
4. *Sharing and synchronizing information, knowledge and good practices*, including other operators and stakeholders working in the area.
5. *Ensuring sustainable development* of cross-border nature tourism by sharing information and participation of other operators.
6. *Raising resources* for joint actions and projects.
7. *Creating contacts for wider cooperation* with protected area managers in Sweden, TransParcNet and other northern countries.

Objectives are defined in the Strategy that will be accepted by Partners as an attachment to this Agreement. Annual actions shall follow the strategy and will be decided by the JMB.

7. Resources

The Partners are committed to allocate adequate resources to cooperation as follows:

- A permanent employee responsible for cooperation is named by each Partner.
- Enough worktime is reserved by Partner staff for annual meetings and contacts.
- Costs of actions decided for implementation by the JMB are covered by the Partner budgets.
- Extra funding is applied for joint projects or actions according to JMB decisions.
- Money and worktime are included in the Partner budgets for participation in annual TransParcNet meetings.
- Membership and certification fees of EUROPARC Transboundary Area shall be shared 50/50 and paid by the Finnish and Norwegian Partners.

8. Controversies and amendments

Controversies concerning or related to the Agreement or any joint actions will be solved by the JMB.

Any amendments to the Agreement (or to the Cooperation Strategy as agreed in section 4.2 above) will be made by the JMB and accepted by the Partners.

9. Entry into force and termination

The Agreement enters into force upon signing by each and every Partner.

The Agreement shall be binding and in force until further notice. Each Partner shall be entitled to terminate this Agreement at any time during the Agreement period by sending the other Partners a written notice thereof. The notice period shall be one (1) month calculated from the receipt of such notice unless otherwise agreed by the Partners.

10. Validity period

This Agreement is valid until 31.12.2025. The Partners shall negotiate renewal of the Agreement latest 6 months prior to the expiration of the agreement and the re-evaluation of the TBA Certificate (5 years).

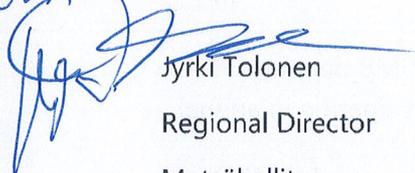
11. Third parties

The Agreement has no validity concerning other parties than the Partners.

Contracts with third parties in joint actions will be made between third parties and Partners separately. Partners are solely responsible for the use of third parties concerning their contractual obligations under this Agreement in joint actions or other cooperation.

12. Signature

Date and place
9.10.2020
ROVANIEMI



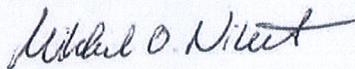
Jyrki Tolonen

Regional Director

Metsähallitus

National Parks Lapland

Kaustokero
7. October 2020



Mikkel O. Nilut

Chair of the Board

Board of Reisa National Park

and Ráisduottarháldi Landscape Protection Area

13. Appendices

1. Cooperation Strategy

14. Acknowledements

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LAPIN LIITTO

Interreg
Nord
European Regional Development Fund



EUROPEAN UNION

HALTI - Rajat ylittävän yhteistyöalueen muodostaminen
Etableringen av et grenseoverskridende samarbeidsområde
Rájáid rasttildeaddji ovttasbargoguovllu hábmen
Creating transboundary cooperation area