

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF FINLAND
FOR THE ENFORCEMENT OF MAINTENANCE (SUPPORT) OBLIGATIONS

The Government of the United States of America

and

the Government of Finland (hereinafter referred to as the Parties),

Resolved to establish a uniform and effective framework for the enforcement of maintenance obligations, the recognition of maintenance decisions, and the determination of parentage,

In accordance with section 459A of the Social Security Act, Title 42, United States Code, section 659A, and as authorized by the laws of Finland,

Have agreed as follows:

Article 1

Objective

Subject to the provisions of this Agreement, the Parties hereby seek to provide for:

a. the recovery of maintenance or the reimbursement of maintenance to which a maintenance creditor or a public body having provided benefits for a maintenance creditor subject to the jurisdiction of one Party (hereinafter referred to as the claimant) is entitled from a maintenance debtor who is subject to the jurisdiction of the other Party (hereinafter referred to as the respondent), and

b. the recognition and enforcement of maintenance orders, reimbursement orders and settlements (hereinafter referred to as maintenance decisions) made or recognized within the jurisdiction of either Party.

Article 2

Scope

1. This Agreement shall apply to maintenance obligations arising from a family relationship or parentage, including a maintenance obligation towards a child born out of wedlock. However, a maintenance obligation towards a spouse or former spouse where there are no minor children will be enforced under this Agreement on the basis of reciprocity between Finland and the individual states and other jurisdictions of the United States.
2. This Agreement applies to the collection of payment arrears on a maintenance obligation and to the modification in amounts due under an existing maintenance decision.
3. The remedies provided for in this Agreement are not exclusive and do not affect the availability of any other remedies for the enforcement of a valid maintenance obligation.
4. This Agreement shall not apply if such application would be manifestly incompatible with the public policy of the Requested Party.

Article 3

Central Authorities

1. The Parties shall each designate a body as Central Authority which shall facilitate compliance with the provisions of this agreement.
2. The Central Authority for Finland shall be the Ministry for Foreign Affairs.
3. The Central Authority for the United States of America shall be the Office of Child Support Enforcement in the Department of Health and Human Services, as authorized by Title IV-D of the Social Security Act.
4. The Parties may designate other public bodies to carry out any of the provisions of this Agreement in co-ordination with the Central Authority.

5. Any changes in the designation of the Central Authority or other public bodies by one Party shall be communicated promptly to the Central Authority of the other Party.

6. Communications shall be addressed by the Central Authority or other public body of one Party directly to the Central Authority or other responsible public body of the other Party as designated by that Party.

Article 4

Applications and Transmission of Documents and Judicial Assistance

1. An application for the recovery or reimbursement of maintenance from a respondent subject to the jurisdiction of the Requested Party shall be made by the Central Authority or other designated public body of the Requesting Party, in accordance with the applicable procedures of the Requesting Party.

2. The application shall be made on a standard form in English and Finnish or Swedish, to be agreed upon by the Central Authorities of both Parties, and shall be accompanied by all relevant documents. All documents shall be translated into the language of the Requested Party.

3. The Central Authority or other designated public body of the Requesting Party shall transmit the documents referred to in paragraphs 2 and 5 of this Article to the Central Authority or other designated public body of the Requested Party.

4. Before transmitting the documents to the Central Authority or other designated public body of the Requested Party, the Central Authority or other designated public body of the Requesting Party shall satisfy itself that they comply with the law of the Requesting Party and the requirements of this Agreement.

5. When the application is based on or the documents include a decision issued by a competent court or agency establishing parentage or for the payment of maintenance:

a. the Central Authority or other designated public body of the Requesting Party shall transmit a copy of the decision

certified or verified in accordance with the requirements of the Requested Party;

b. the decision shall be accompanied by a statement of finality or, if not final, a statement of enforceability and by evidence that the respondent has appeared in the proceedings or has been given notice and an opportunity to appear;

c. the Central Authority or other designated body of the Requesting Party shall notify the Central Authority or other designated body of the Requested Party of any subsequent change by operation of law in the amount required to be enforced under the decision.

6. In carrying out their tasks under this Agreement, the Parties shall provide each other assistance and information within the limits of their respective laws, and consistent with any treaties related to judicial assistance in force between the Parties.

7. All documents transmitted under this Agreement shall be exempt from legalization.

Article 5

Functions of the Central Authority of the Requested Party

The Central Authority or other designated public body of the Requested Party shall take on behalf of the claimant all appropriate steps for the recovery or reimbursement of maintenance, including the institution and prosecution of proceedings for maintenance, the determination of parentage where necessary, the execution of any judicial or administrative decision and the collection and distribution of payments collected.

Article 6

Cost of Services

All procedures described in this Agreement, including services of the Central Authority, and necessary legal and administrative assistance, shall be provided by the Central

Authority or other designated public body of the Requested Party without cost to the claimant. The costs of testing blood or tissue for parentage determinations shall be borne by the Central Authority or other designated public body of the Requested Party. However, Finland, when executing requests for the establishment of parentage and the establishment of maintenance, may assess costs against a losing claimant if it determines that the claim was frivolous. The Central Authority or other designated public body of the Requested Party may assess costs in any proceeding against the respondent appearing in its jurisdiction.

Article 7

Recognition and Enforcement of Maintenance Decisions

1. Maintenance decisions, including maintenance decisions arising from a determination of parentage, from one Party shall be recognized and enforced in the other Party to the extent that the facts in the case support recognition and enforcement under the applicable laws and procedures of the latter Party.
2. Maintenance decisions made after the failure of the respondent to appear shall be considered as decisions under paragraph 1 if it is demonstrated that notice had been given and the opportunity to be heard had been satisfied in a way to satisfy the standards of the Requested Party.
3. The Requested Party shall take all appropriate steps to establish a maintenance decision if it is unable, under paragraph 1, to recognize a maintenance decision of the Requesting Party.

Article 8

Applicable Law

1. All actions and proceedings under this Agreement by either Party shall be carried out pursuant to the law including choice of law provisions and procedures of that Party.
2. The physical presence of the child or custodial parent shall not be required in proceedings under this Agreement in the Requested Party.

Article 9

Territorial Application

1. For Finland, this Agreement shall apply to the whole country.
2. For the United States of America, this Agreement shall apply to the fifty states, the District of Columbia, Guam, Puerto Rico, the United States Virgin Islands, and any other jurisdiction of the United States participating in Title IV-D of the Social Security Act.

Article 10

Federal State Clause

With respect to the United States, any reference to the law or requirements or procedures or standards of a Party or of the Requesting or Requested Party shall be construed as a reference to the law, requirements, procedures or standards of the relevant state or other jurisdiction of the United States.

Article 11

Entry into Force

1. This Agreement shall enter into force thirty days after the date when both Parties have notified each other in writing through the diplomatic channel that the legal requirements under domestic law for entry into force have been fulfilled.
2. This Agreement shall apply to any outstanding maintenance decision, or payment accrued under such decision, regardless of the date of that decision.

Article 12

Termination

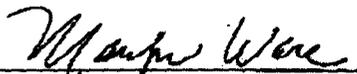
1. Either Party may terminate this Agreement by notification in writing addressed to the other Party through the diplomatic channel.
2. The termination shall take effect on the first day of the third month following the receipt of the notification.
3. In the event that either Party's domestic legal authority to carry out its obligations under this Agreement ceases, in whole or in part, either Party may suspend application of this Agreement, or with the agreement of the other Party, any part of this Agreement. In that event, the Parties will seek, to the fullest extent practicable in accordance with domestic law, to minimize unfavorable effects on the continuing recognition and enforcement of maintenance obligations covered by this Agreement.

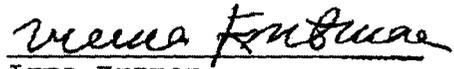
IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

Done at Helsinki in duplicate, this 3rd day of April, 2006, in the English and Finnish languages, each text being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
FINLAND


Marilyn Ware
United States Ambassador


Irma Ertman
Director General
Ministry of Foreign Affairs