No. 3743

SWEDEN and NORWAY

Agreement (with annexes) relating to the operation of joint ocean weather stations in the North Atlantic. Signed at Stockholm, on 28 May 1955

Official texts: Swedish and Norwegian. Registered by Sweden on 20 March 1957.

SUÈDE

et

NORVÈGE

Accord (avec annexes) concernant l'exploitation de stations météorologiques communes dans l'Atlantique du Nord. Signé à Stockholm, le 28 mai 1955

Textes officiels suédois et norvégien. Enregistré par la Suède le 20 mars 1957.

[TRANSLATION — TRADUCTION]

No. 3743. AGREEMENT¹ BETWEEN SWEDEN AND NOR-WAY RELATING TO THE OPERATION OF JOINT OCEAN WEATHER STATIONS IN THE NORTH ATLANTIC. SIGNED AT STOCKHOLM, ON 28 MAY 1955

In accordance with the Agreement on the establishment and operation of nine ocean weather stations in the North Atlantic—which was signed in Paris on 25 February 1954² by representatives of Belgium, Canada, Denmark, France, Ireland, Israel, Italy, the Netherlands, Norway, Sweden, Switzerland, the United Kingdom and the United States of America—Sweden and Norway shall, on the conditions specified in that Agreement, jointly provide, maintain, equip and operate two vessels suitable for ocean weather stations and shall by means of those vessels operate the following stations in the North Atlantic, namely:

		Location			
	Station	Latitude	Longitude		
During the period 1 July-31 December 1954	Α	62º00 N	33º00 W		
During the period 1 January 1955-30 June 1956 .	\mathbf{M}	66º00 N	02°00 E		

And in the event that the Paris Agreement is continued in force after 30 June 1956, the same stations shall be operated for the same periods, the appropriate changes being made in the initial date of each period.

Subject to the conditions laid down in the Paris Agreement, the following Agreement shall be mutually applicable with respect to the joint undertaking of Sweden and Norway:

Article 1

Sweden and Norway shall make available for the joint undertaking their jointly-owned vessels *Polarfront I* and *Polarfront II*, which were used for similar purposes under the previous Agreement.

The vessels shall have the equipment specified in annex I.³

Article 2

Norway shall, in accordance with the provisions of the present Agreement, equip, maintain and man the vessels and use them to serve the afore-mentioned

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¹ Came into force on 1 July 1954, in accordance with article 12.

² United Nations, Treaty Series, Vol. 215, p. 249.

³ See p. 176 of this volume.

stations in the manner prescribed by the Paris Agreement. Details on the size of crews, scales of pay and conditions of service are given in annex II.¹

Article 3

Norway shall be responsible for keeping an account of the income and expenditure relating to the joint undertaking.

Each year before 15 August Norway shall submit budget estimates to Sweden for the financial year beginning on 1 July next following. The estimates shall give the probable expenditure for each item. The arrangement of items shall, until further notice, be the same as was in use before 1 July 1954. Sweden may suggest changes in the estimates, and, if it appears necessary to do so, representatives of the two countries shall meet to discuss such changes.

The operating budget and the capital budget shall be drawn up separately until further notice.

After the appropriations have been granted by the authorities of each State, the required budget shall be established by Swedish and Norwegian representatives jointly.

The first period for the budget and accounts under this Agreement shall run from 1 July 1954 to 30 June 1955, and subsequent periods shall begin and end on the corresponding dates for each year.

Article 4

Under the Paris Agreement, Sweden and Norway shall receive a specified contribution from the International Civil Aviation Organization (ICAO) towards their expenses for the joint undertaking. This contribution shall be paid to Norway and shall, in the accounts, be credited to the joint undertaking. Of the contribution from ICAO, 165,600 Norwegian kroner (representing 69 per cent of 240,000 Norwegian kroner) shall be used for capital amortization. These 165,600 kroner shall be allocated as follows : 107,640 kroner to Sweden and 57,960 kroner to Norway. The remainder of ICAO's contribution shall be used for current operational expenses. Operational expenses not covered by the contribution from ICAO shall be divided between Sweden and Norway on the basis of 59 per cent for Sweden and 41 per cent for Norway. Sweden may pay part of its contribution by providing up to one half of the meteorological personnel. The cash value of this contribution shall be determined in accordance with the information concerning wages given in annex II.

Sweden and Norway shall be part owners of the vessels and their equipment in proportion to the amounts which each has paid in that connexion.

¹See p. 182 of this volume.

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Article 5

In December and June of each year Sweden shall pay to Norway one half of the amount which is payable by Sweden under the budget drawn up for the relevant financial year. If, however, before the June payment it becomes apparent from the accounts that the expenditure will differ considerably from the budget figures, Norway shall inform the competent Swedish authorities to that effect, and in such case the June payment shall be adjusted with respect to the probable expenditure for the financial year. The final settlement for the financial year shall be made after the final account referred to in article 7 has been approved by both Parties. Payment shall be made in the currency of the recipient country.

Article 6

The accounts shall be kept in Norwegian kroner in accordance with the rules governing the accounts of Norwegian government bodies. The accounts shall be audited by the Norwegian National Audit Office in accordance with the current regulations and practice. The decision of the National Audit Office shall be transmitted each year to the competent Swedish authority.

All other accounts and statements—whether in the nature of records kept on board the vessels or by the competent Norwegian authorities— shall likewise be available for such inspection by the Swedish authorities as they may care to make.

Article 7

At the end of each accounting year, a final account certified by the Norwegian National Audit Office shall be transmitted by Norway to Sweden and shall show the expenditure under each item during the previous financial year and give a brief explanation of any substantial deviations from the budget figures. The final account shall also show what amounts are to be paid by or to Sweden and Norway after the contributions from ICAO have been deducted and after both Sweden and Norway have been credited with the amounts due from each other.

At the request of either country, the final account or certain parts thereof, or any objections thereto, shall be discussed at a meeting of representatives of the two countries. If the final account meets with the approval of the Swedish authorities, they shall forthwith so notify Norway and at the same time transmit the amount which, according to the final account, is due to Norway.

Article 8

If in the operation of the joint undertaking there occur any losses or damages which are not normally to be expected and are not merely trifling, Norway shall inform Sweden to that effect and suggest suitable remedies.

Article 9

Norway shall not levy any duties, taxes or import fees on equipment or supplies used in the joint undertaking. The duty on oil and supplies purchased in Norway for use in the joint undertaking shall, in addition, be refunded by Norway as provided by Norwegian law and by the regulations in force concerning Norwegian vessels in foreign traffic.

Article 10

Amendments or additions to this Agreement may be suggested by either country. If such amendments or additions are approved by the other Party, they shall be embodied in a protocol that shall be deposited with the Norwegian Ministry of Foreign Affairs. Annexes I and II may be amended by written agreement between the competent Ministries of Sweden and Norway or, with the authorization of the said Ministries, by similar agreement between the organs appointed to deal with questions arising in connexion with the respective country's participation in the operation of the stations.

Article 11

Any dispute between the Contracting Parties concerning the interpretation or application of this Agreement which cannot be settled by negotiation shall be referred to a court consisting of three arbitrators, of whom each Contracting Party shall appoint one. The third, who may not be a national of either Contracting State, shall be chosen by agreement between the arbitrators thus appointed. Each of the Contracting Parties shall appoint an arbitrator within two months of the date on which either Contracting Party has through the diplomatic channel transmitted a written notice to the other Party requesting arbitration. An agreement on the third arbitrator shall be reached within one month after the said two-month period.

If one of the Contracting Parties cannot appoint an arbitrator within two months, or if agreement cannot be reached on the third arbitrator within the specified time-limit, either Contracting Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators.

The Contracting Parties undertake to comply with any decision taken by a court of arbitration appointed as aforesaid.

The costs of the court of arbitration shall be borne equally by each Party.

Article 12

This Agreement shall come into force on 1 July 1954 and shall remain in force until 30 June 1957 unless:

(a) The Paris Agreement of 25 February 1954 is terminated before 30 June 1957, or

(b) Either Party denounces the present Agreement because the Paris Agreement has not come into force. In such case the present Agreement shall cease to be valid ninety days after written notice of denunciation by either Party.

If the Paris Agreement should be extended after 30 June 1957, the present Agreement shall be extended for a corresponding period unless it is denounced in writing by either Party. Notice of such denunciation must be given at least ninety days in advance.

DONE at Stockholm on 28 May 1955, in the Swedish and Norwegian languages, both texts being equally authentic.

For Sweden : Östen Undén [L.S.]

For Norway : Jens Schive [L.S.]

ANNEX I

1. Marine equipment

1 Sperry gyro compass

3 Sperry gyro repeaters on bridge

1 Sperry gyro repeater in meteorological plotting office

1 Sperry gyro repeater in steering engine

1 Sperry gyro ribbon steering repeater

1 Rotating clear view screen, fitted in window of wheelhouse

1 Echo sounding apparatus

1 Hand sounding machine

1 20-inch searchlight

1 Aldis signalling lamp

1 Pedestal Morse lamp

1 28-foot wooden lifeboat, fitted with Diesel engine

1 28-foot wooden lifeboat, fitted with petrol engine

2 Boat davits

2 Hoisting winches for lifeboats

2 Electric motors for lifeboat winches

2 Slipways for lifeboats

2 Side ladders

2 Scrambling nets

2 Flota nets

2 Metal scaling ladders for lifeboats

2 Rescue davits

2 4-foot diameter rescue baskets

- 4 Dinghies, inflatable, rubber, complete with operating equipment
- 2 Bellows for inflating dinghies
- 1 Boiler water-testing set
- 7 lenghts Mild steel chain cables (Lloyds tested) fitted with joining shackles, each consisting of fifteen fathoms
- 1 Pistol rocket apparatus
- 1 Electric hydrographic winch
- 1 Small rowboat
- 2 Patent anchors
- 1 Spare patent anchor for both vessels
- 1 Spare metal propeller for both vessels
- 1 Spare propeller axle for both vessels

Polarfront I has the following aquipment in addition

3 Fifteen-fathom lengths of chain cables

2. Radio equipment

- 2 H.F. transmitters
- 1 V.H.F. transmitter
- 2 M.F. transmitters
- 1 Transmitter for lifeboats
- 1 Emergency transmitter
- 1 V.H.F. transmitter and receiver
- 7 V.H.F. and H.F. receivers
- 1 V.H.F. receiver
- 1 Direction finder
- 1 Radio broadcast receiver
- 1 Receiver for lifeboats
- 1 Auto beacon keying device
- 1 Eureka beacon
- 1 Marconi auto alarm installation
- 1 Loran
- 2 Complete accumulator batteries for emergency transmitter and receiver

3. Radar equipment

- 1 Search radar, naval type 277 P
- 1 Radar screen on bridge

4. Elecrical equipment

- 1 50 kW 220 volt, D.C. generator, steam driven
- 1 60 kW 220 volt, D.C. generator, steam driven
- 1 Transformer, D.C.-A.C.

5. Meteorological equipment

- 4 Assmann psychrometers, complete with thermometers
- 4 Spare thermometers for Assmann psychrometers

- 2 Buckets for measurement of sea temperature
- 2 Protectors for sea thermometers
- 2 Thermometers for measurement of sea temperature
- 1 Barometer, marine, mercury, fitted with gold slide
- 1 Microbarograph, oil-damped
- 1 Mounting for barograph
- 1 Spare barograph, ordinary type
- 2 Barometers, aneroid, with spring mounting
- 2 Thermographs, distant reading, with wet and dry thermometer

1 Thermograph, sea

1 Anemograph with wind velocity recorder

- 1 Anemometer with indicator for accurate wind direction
- 1 Hand anemometer

1 Spare anemometer

1 Complete set of equipment for measurement of precipitation at sea

- 1 Drawing set for estimating wind velocity on the basis of radar observations
- 2 Slide rules for pilot balloon observations

Polarfront II

2 Alarm clocks

2 Stop watches

1 Complete set of equipment for filling gas balloons with hydrogen

1 Balloon shroud

Polarfront I

1 Complete set of ground equipment for Vaisala type radio sonde

- 1 Spare radio sonde receiver for Vaisala type radio sonde
- Miscellaneous spare parts, radio tubes, tools, handbooks, etc., and equipment for oceanographic studies

6. Miscellaneous equipment

J	· · · · j · · · · ·	
1	1	Potato peeler
1	1	Electric meat mincer
1	1	Refrigeration plant
1	1	Refrigerator, Frigidaire type, $3^{1}/_{2}$ cubic feet
1	1	Electric stove
79	73	Chairs
11	10	Tables
1	2	Filing cabinets
1	1	Safe
3	3	Typewriters
1	1	Calculating machine
	1	Electric coffee grinder
2	4	Bookcases
1		Electric scaling hammer

ANNEX II

I

Subject to such revision as may be agreed between the competent Swedish and Norwegian authorities under article 10 of this Agreement, the following provisions shall apply to the size, wages and special privileges of the crews engaged in the operation of the undertaking specified in the Agreement.

II

Each vessl shall have:

- 1 Captain
- 1 First mate
- 1 Second mate
- 1 Third mate
- 1 Boatswain
- 9 Seamen (sailors, ordinary seamen and deck boys)
- 1 Chief engineer
- 1 Second engineer
- 1 Third engineer
- 1 Donkeyman
- 3 Greasers
- 3 Firemen

3-4 Radio officers
1 Radar mechanic
1 Steward
1 Chief cook
1 Assistant cook
1 Galley boy
2 Mess boys
2 Saloon boys (or girls)
1 Government meteorologist

- 2 Senior laboratory assistants
- 4 Laboratory assistants
- 1 Reserve assistant

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\mathbf{III}

(a) Captains shall receive pay in the amounts given as minimum tariffs in the Additional Protocol to the Agreement between the Skibsfartens Arbeidsgiverforening (Shipping Employers' Association) and the Norges Skibsförerforbund (Norwegian Shipmasters' Association).

(b) Ships' officers (other than captains) and men shall receive rates of pay in accordance with the tariffs in force for the Norwegian merchant navy in foreign traffic.

(c) Meteorological personnel shall receive remuneration in accordance with the salary regulations in force for personnel of the Norwegian Meteorological Institute with such additions as may be decided upon by the Norwegian Ministry of Finance for the type of service concerned.

IV

(a) Captains shall be given a free uniform or receive compensation for their own uniform in accordance with the regulations established by agreement between the Skibs-fartens Arbeidsgiverforening and the Norges Skibsförerforbund. For official travel away from the vessel captains shall receive a travel and *per diem* allowance in accordance with the general travel-allowance tariff for Norwegian civil servants.

(b) Ships' officers (other than captains) and men shall receive compensation for their own uniform and such other compensation as is provided for in the tariffs in force for the Norwegian merchant navy in foreign traffic.

(c) Meteorological personnel shall receive a travel and *per diem* allowance and such other compensation as is provided for in the regulations in force for personnel of the Norwegian Meteorological Institute.

V

All personnel shall receive free rations and free accommodation on board ship.

VI

All personnel shall receive a free loan of such protective clothing as may be required during work on board ship. The meteorological personnel shall, in addition, receive a free loan of working uniform.

VII

The conditions of service of the captains, ships' officers and men shall in other respects be in accordance with the regulations concerning rights and obligations, set forth in the laws and tariffs in force for the Norwegian merchant navy in foreign traffic. The conditions of service of meteorological personnel shall in other respects be in accordance with the regulations concerning rights and obligations, set forth in the laws and agreements in force for Norwegian civil servants.

No personnel may, in respect of the vessels used for the operation of the stations, be granted contracts of service extending beyond the period covered by this Agreement. Personnel may be dismissed form service at any time subject to the following periods of notice :

Captains and meteorological personnel	•	•	•				•			•	•	•	.3 months
Ships' officers (other than captains)		•	•	•	•	•	•			•			.1 month
Other personnel	•	•	•	٠	•	•	•	•	•	•	•	•	.7 days