

No. 5311

**UNITED STATES OF AMERICA
and
DENMARK**

Exchange of notes constituting an agreement relating to a weapons production program. Copenhagen, 12 April 1960

Exchange of letters concerning the interpretation of paragraph 4.a (4) of the above-mentioned Agreement. Copenhagen, 11 and 18 May 1960

Official text: English.

Registered by the United States of America on 17 August 1960.

**ÉTATS-UNIS D'AMÉRIQUE
et
DANEMARK**

Échange de notes constituant un accord relatif à un programme de production d'armes. Copenhague, 12 avril 1960

Échange de lettres concernant l'interprétation du paragraphe 4.a (4) de l'Accord susmentionné. Copenhague, 11 et 18 mai 1960

Texte officiel anglais.

Enregistrés par les États-Unis d'Amérique le 17 août 1960.

No. 5311. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND DENMARK RELATING TO A WEAPONS PRODUCTION PROGRAM. COPENHAGEN, 12 APRIL 1960

I

The American Ambassador to the Danish Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 348

Copenhagen, April 12, 1960

Excellency :

I have the honor to refer to recent discussions between representatives of our two Governments concerning a Weapons Production Program, the purpose of which is to increase the capacity of North Atlantic Treaty² Organization countries, jointly and severally, to produce, maintain, repair, and overhaul equipment and materials needed for their mutual defense.

As a result of these discussions, the following understandings were reached :

1. The Government of the United States of America will furnish under the Weapons Production Program to the Government of Denmark such equipment, materials, services, and information as may be mutually arranged in accordance with paragraph 8 hereof, to assist in the production, maintenance, repair, and overhaul of equipment and materials needed for the common defense.

2. The assistance furnished by the Government of the United States of America under this program will be made available in accordance with the terms and conditions of the Mutual Defense Assistance Agreement between the United States of America and Denmark signed on January 27, 1950,³ and agreements amendatory and supplementary thereto.

3. The Weapons Production Program shall be carried on through mutually agreed projects, which may include projects carried on solely by Denmark as well as joint projects of coordinated production. Such joint projects may include those in which NATO

¹ Came into force on 12 April 1960 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 34, p. 243 ; Vol. 126, p. 350, and Vol. 243, p. 308.

³ United Nations, *Treaty Series*, Vol. 48, p. 115.

countries carry out the project work through the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council. Accordingly, assistance furnished by the Government of the United States of America under this agreement may, at the request of the Government of Denmark, be furnished to the North Atlantic Treaty Organisation or such a subsidiary body. The undertakings of the Government of Denmark set forth in this agreement will extend to the participation of Denmark in all joint projects, as well as to projects carried out exclusively by the Government of Denmark.

4. *a.* The Government of Denmark, in connection with assistance intended to create or expand facilities under this program, will :

- (1) Maintain or cause to be maintained those facilities which the Government of the United States of America has assisted to establish or expand so that they will be in a condition properly to produce, maintain, repair, and overhaul equipment and materials, when they may be required. Pending such time, such additional facilities and equipment furnished by the Government of the United States of America may be used for other purposes to be agreed upon by appropriate representatives of the two Governments, provided that such use will not interfere with the ready availability of such facilities for use for the purpose for which they were established or expended.
- (2) Furnish all of the land, buildings, equipment, materials, and services required for such additional facilities, except for the equipment, materials, services and information to be furnished either by the Government of the United States of America or by other governments participating in joint projects, and take whatever measures are required to establish or expand such facilities in good operating order.
- (3) Use its best efforts to maintain or cause to be maintained in usable condition a total capacity of facilities for the production or fabrication, for military purposes, of equipment and materials of the same type as those which may be produced or fabricated in a facility established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in Denmark under public or private ownership on the date of the conclusion of the project arrangements for such a corresponding facility, and those established or expanded with United States assistance.
- (4) Maintain or cause to be maintained in usable condition a total capacity of facilities for the maintenance, repair, or overhaul of military equipment or materiel of the same type as those established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in Denmark on conclusion of the project arrangement for such a corresponding facility, and those established or expanded with United States assistance.

b. The undertakings in this paragraph with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense, or impracticable, the Government of Denmark may, after consultation with the Government of the

United States of America, modify those undertakings to accord with these changed conditions.

5. The Government of Denmark also will :

a. Sell the products and services resulting from this program to other NATO nations at fair and reasonable prices, and shall not discriminate among such nations in terms of the price charged for, or the quality of, such products or services, the time within which such products or services are delivered and performed, or in any other manner.

b. Sell the products and services resulting from this program to non-NATO nations only in such cases as may be mutually agreed upon.

c. Exclude as an element of the price of the products and services sold any charge which is attributable in any way to the initial cost of equipment, materials, or services furnished by the Government of the United States of America.

d. Permit the importation and exportation free from customs duties, taxes, or other similar charges of equipment and materials sent to Denmark for production, maintenance, repair, or overhaul in any facility expanded or established with United States assistance, and permit the exportation free from customs duties, taxes, or other similar charges of the products and services of such facilities sold to other nations in accordance with the provisions of this note.

6. Agreement of our two Governments shall be a prerequisite to the sale or transfer to any other nation by Denmark of the following :

a. Items produced under this program to which the Government of the United States of America has contributed, either directly or indirectly, classified information essential to their manufacture, use or maintenance ;

b. Any classified information of United States origin furnished in connection with the production, maintenance, repair, overhaul, or use of items produced under this program.

7. The Government of Denmark will furnish without cost to the Government of the United States of America for defense purposes technical information (proprietary or other) utilized or developed in the production, maintenance, repair, overhaul, or development of military items under this program, and will grant to the Government of the United States of America for defense purpose a royalty-free license on inventions, improvements, and discoveries made in connection with the work carried out under this program, to the extent to which, and subject to the conditions under which, the Government of Denmark has the right so to do without the payment of royalties or other compensation to others. The Government of Denmark undertakes that, in entering into contracts subsequent to the effective date of this agreement for the production, maintenance, repair, overhaul, or development of military items under this program, it will obtain for the Government of the United States of America rights to technical information (proprietary or other) and to inventions, improvements and discoveries equal to those obtained under such contracts by the Government of Denmark for itself.

8. In carrying out this program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the spe-

cific projects involved, which will set forth the nature and amounts of the contributions to be made by each Government, the description and purpose of the facilities to be established, appropriate security arrangements, and other appropriate details. Joint projects may be covered by supplementary arrangements entered into between the Government of the United States of America and the North Atlantic Treaty Organisation, including subsidiary bodies of the North Atlantic Council.

I have the honor to propose that if these understandings meet with the approval of the Government of Denmark, the present note and Your Excellency's note in reply concurring therein shall constitute detailed arrangements pursuant to Article I, paragraph 1, of the Mutual Defense Assistance Agreement between the United States of America and Denmark, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Val PETERSON

His Excellency Jens Otto Krag
Minister of Foreign Affairs
Copenhagen

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The Danish Minister of Foreign Affairs to the American Ambassador

UDENRIGSMINISTERIET¹

P.J.V. — 107.M.12.

Copenhagen, April 12, 1960

Sir,

I have the honour to refer to your note No. 348 of April 12, 1960, concerning a Weapons Production Program, which reads as follows:

[See note I]

In reply, I have the honour to confirm that the program and the proposals outlined in your note are acceptable to the Danish Government, and that my Government agrees that your note and this reply constitute an agreement between our two Governments on this subject, to be effective as of to-day.

Please accept, Sir, the renewed assurance of my highest consideration.

J. O. KRAG

His Excellency Mr. Val Peterson
Ambassador of the United States of America
Copenhagen

¹ Ministry for Foreign Affairs.

EXCHANGE OF LETTERS CONCERNING THE INTERPRETATION OF PARAGRAPH 4.a (4) OF THE AGREEMENT OF 12 APRIL 1960¹ BETWEEN THE UNITED STATES OF AMERICA AND DENMARK RELATING TO A WEAPONS PRODUCTION PROGRAM. COPENHAGEN, 11 AND 18 MAY 1960

I

The American Counselor of Embassy to the Kontorchef, Danish Ministry of Foreign Affairs

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

AMERICAN EMBASSY

Copenhagen, May 11, 1960

Dear Mr. Rønne :

In the texts of the notes exchanged by this Embassy and the Ministry of Foreign Affairs on April 12, 1960,¹ which constituted the Weapons Production Program Agreement, an amendment desired by the Government of the United States was inadvertently omitted from paragraph 4.a (4). This paragraph now reads in part : "... those already programmed for construction in Denmark on conclusion of the project arrangement for such a corresponding facility..."

In view of the omission mentioned above, the Embassy wishes to suggest that the wording of paragraph 4.a (4) of the Weapons Production Program Agreement concluded between the United States of America and the Government of Denmark on April 12, 1960 be interpreted as reading in part: "...those already programmed for construction in Denmark *under public ownership on the date of the conclusion of the project arrangement for such a corresponding facility...*"

It is further proposed that this letter and your acknowledgment thereof constitute acceptance on the part of both our Governments of the above interpretation.

Sincerely yours,

Marselis C. PARSONS, Jr.
Counselor of Embassy

Mr. Torben Rønne
Kontorchef
Ministry of Foreign Affairs
Christiansborg, Copenhagen

¹ See p. 10 of this volume.

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*The Kontorchef, Danish Ministry of Foreign Affairs, to the
American Counselor of Embassy*

UDENRIGSMINISTERIET¹

P.J.V. — 107.M.12.

Copenhagen, May 18, 1960

Dear Mr. Parsons,

I hereby acknowledge the receipt of your letter of May 11, 1960, concerning the interpretation of paragraph 4.a (4) of the Weapons Production Program Agreement concluded between the Government of Denmark and the Government of the United States of America by exchange of notes of April 12, 1960.

Sincerely yours,

Torben RØNNE

Mr. Marselis C. Parsons, Jr.
Counselor
The Embassy of the United States of America
Copenhagen

¹ Ministry for Foreign Affairs.