

No. 11510

**UNITED STATES OF AMERICA
and
NORWAY**

Exchange of notes constituting an agreement for the establishment of an "Omega" Navigational Station. Oslo, 5 November 1971

Authentic text: English.

Registered by the United States of America on 5 January 1972.

**ÉTATS-UNIS D'AMÉRIQUE
et
NORVÈGE**

Échange de notes constituant un accord relatif à l'installation d'une station de guidage «Omega» d'aide à la navigation. Oslo, 5 novembre 1971

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 5 janvier 1972.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
NORWAY FOR THE ESTABLISHMENT OF AN "OMEGA"
NAVIGATIONAL STATION

I

The American Ambassador to the Norwegian Minister for Foreign Affairs

No. 76

Oslo, November 5, 1971

Excellency:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of Norway concerning the OMEGA Navigational Test Station at Bratland, County of Nordland, Norway, and to propose that the Government of Norway agree to the establishment on the site of this station of an OMEGA Navigational Station to be fully operational about 18 months after the conclusion of a funding agreement between the appropriate authorities of the two Governments.

The OMEGA Navigational Station in Norway, hereinafter referred to as "the Station", would form part of a worldwide complex of unclassified OMEGA Navigational Stations to be established as an aid to navigation and capable of being used by any properly-equipped ship or aircraft. Accordingly, I have the further honor to propose that the Station be established in accordance with the following provisions:

(1) The Government of Norway shall acquire the land required (approximately 53 acres) for the Station without cost to the Government of the United States.

(2) The Government of the United States shall provide without cost to the Government of Norway:

- (a) all necessary electronic, communications, and monitoring equipment;
- (b) technical assistance for its installation and initial operation, the details of which shall be embodied in the supplementary agreements referred to under paragraph 8 of this Agreement;

¹ Came into force on 5 November 1971, the date of the note in reply, in accordance with the provisions of the said notes.

- (c) design information for the construction of the Station, the details of which shall also be embodied in the supplementary agreements referred to under paragraph 8 of this Agreement.

The buildings, installations and equipment shall conform to the Norwegian laws and regulations.

Title to all equipment provided in accordance with this paragraph shall remain in the Government of the United States.

- (3) The costs of measures required to be taken in the telecommunication network in Norway to eliminate the effects of interference from the Station shall be borne by the Government of the United States.

The details of interference mitigation shall be embodied in supplementary agreements between the appropriate authorities of the two governments. In no case will the amount paid by the United States for corrective measures be more than 2,550,000 kroner.

- (4) The Station shall be operated and maintained by personnel designated by the Government of Norway. At the request of the Government of Norway, they shall be trained for such purposes by the Government of the United States without cost to the Government of Norway.

- (5) The Government of Norway shall construct, operate and maintain the Station, the costs of which shall be borne by the Government of the United States.

- (6) (a) To the extent that United States participation in the establishment, operation and maintenance of the Station shall be dependent upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds. Likewise, to the extent that Norwegian participation in the establishment, operation and maintenance of the Station shall be dependent upon funds to be appropriated by the Norwegian Storting it shall be subject to the availability of such funds.

(b) In conjunction with United States expenditures which may be involved in this project, relief from Norwegian taxes will be granted in accordance with the principles of the taxation relief agreement effected by the exchange of notes by and between the Governments of the United States and Norway of June 27, 1952,¹ and with the related exchange of notes of the same date.¹

The taxation relief will usually be granted by refunding the applicable amount of customs duties and taxes, except that if it is more practical, relief may be granted directly when the import takes place.

¹ United Nations, *Treaty Series*, vol. 184, p. 271.

(7) The Government of Norway shall be responsible for ensuring the continuous operation without interruption of the Station in phase with the worldwide complex. Should it appear necessary for any reason to cease this operation temporarily, the Government of Norway shall provide the Government of the United States with maximum in-advance notification thereof, so that the two Governments may consult and jointly determine the appropriate course of action which shall be taken. Should an unforeseen emergency arise causing such cessation, the Government of Norway shall immediately notify the Government of the United States for the purpose of similar consultation and determination.

(8) Details concerning the establishment, operation and maintenance of the Station shall be embodied in supplementary agreements between the appropriate authorities of the two Governments.

(9) Upon termination of this Agreement, the United States Government may remove from Norway without any restriction the equipment which it has provided under paragraph 2 above and dispose of it outside Norway at its own expense and free from any export duties or other charges, not being charges for services rendered. Such equipment shall not be disposed of within Norway except under conditions to be agreed upon by the two Governments.

(10) (a) Should it become necessary in order to safeguard the interests of the two Governments in respect of the construction, operation or maintenance of the Station, the Government of Norway, in consultation with the Government of the United States, shall take legal action against any third party. The costs of such legal actions shall be deemed to form part of the operating costs of the Station.

(b) Should the construction, operation or maintenance of the Station cause a liability on the part of the Government of Norway under Norwegian law in respect of any third party, including the personnel of the Government agency operating the Station, the Government of Norway shall jointly with the Government of the United States settle the dispute in accordance with Norwegian law. The costs of such settlements shall be borne by the Government of the United States.

(11) This Agreement shall remain in force for an initial period of ten years and thereafter until terminated after either Government shall have given one year's written notice to the other Government of its intention to terminate the Agreement. If the foregoing is acceptable to the Government of Norway, I have the honor to propose that this note together with Your Excellency's reply to that effect shall constitute an Agreement between our

two Governments regarding the establishment, operation and maintenance of an OMEGA Navigational Station in Norway, which shall enter into force on the date of Your Excellency's reply.

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

PHILIP K. CROWE

His Excellency Andreas Cappelen
Minister for Foreign Affairs
Oslo

II

The Norwegian Minister for Foreign Affairs to the American Ambassador

MINISTÈRE ROYAL DES AFFAIRES ÉTRANGÈRES¹

Le Ministre²

Oslo, 5 November, 1971

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date, the terms of which are as follows:

[See note I]

In reply, I have the honour to confirm that the Government of Norway agrees to this arrangement and will regard Your Excellency's note and this reply as constituting an Agreement between our respective Governments in this matter.

Accept, Excellency, the assurances of my highest consideration.

ANDREAS CAPPELEN

His Excellency Monsieur Philip K. Crowe
Ambassador of the United States of America
Oslo

¹ Royal Ministry of Foreign Affairs.

² The Minister.