

No. 17735

**UNITED STATES OF AMERICA
and
SWITZERLAND**

Memorandum of Understanding concerning the F-5 programme. Signed at Washington on 2 July 1975 and at Berne on 9 July 1975

Authentic text: English.

Registered by the United States of America on 17 April 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
SUISSE**

**Mémorandum d'accord concernant le programme F-5.
Signé à Washington le 2 juillet 1975 et à Berne le
9 juillet 1975**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 17 avril 1979.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GOVERNMENT OF THE SWISS CONFEDERATION AND THE GOVERNMENT OF THE UNITED STATES CONCERNING THE F-5 PROGRAM

1. The Government of the Swiss Confederation, acting through the Federal Military Department (hereinafter called the FMD), intends to purchase a quantity of F-5E and F-5F aircraft, with associated supporting defense articles and services, from U.S. sources through the United States Department of Defense (hereinafter called the DOD) under Foreign Military Sales procedures.

2. The goal of the Memorandum of Understanding (MOU) is to offset to the maximum extent possible the amount to be paid by the Swiss Government for the aircraft and supporting equipment set out in paragraph 1 by placing contracts on a competitive basis with Swiss industries, but in no event will the goal be less than 30%.

3. The United States Government, acting through the DOD, and the Government of the Swiss Confederation, acting through the FMD, in seeking to attain this goal, will look to those U.S. firms benefiting substantially from the Swiss purchase to carry the primary burden of offset implementations. It will be the basic responsibility of industry in each country to identify and define their capabilities and to carry out the supporting action to facilitate the industrial participation envisioned herein. During the first two years the primary burden of offset implementation will be upon Northrop, General Electric and related contractors. However, if during that period Swiss industry offers items which can meet valid U.S. defense procurement on a competitive basis, the provisions of paragraph 5 will be applicable. After such two-year period, representatives of the parties hereto, with appropriate representatives from the industrial sectors, will meet to review progress hereunder. Should it be apparent that the offset objectives may not be reached before the expiration of the MOU, the DOD will augment industry efforts to reach that objective by offering to Swiss industry the opportunity to provide defense articles and services under competitive solicitation procedures and in accordance with paragraph 5.

4. (A) In order to achieve the goal, the DOD, contingent on the sale of the above quantities of aircraft to the Government of the Swiss Confederation, agrees to use its best efforts to have Northrop, General Electric and other companies associated with the F-5E and F aircraft program provide Swiss industry with the opportunity to compete, on an equal basis with U.S. industry and other sources for sub-contracts. In addition, the DOD will encourage the prime contractors (Northrop and GE) to implement their plans for expansion of Swiss products in the U.S. and third-country markets.

(B) Swiss items purchased by U.S. sources (including municipalities) and Swiss items purchased by third-country sources as a result of the efforts of Northrop, GE and other U.S. contractors associated with the F-5 program will be recognized in any computation of offset amounts. The primary test will be a mutual accord as to whether or not a given sale occurred as a result of efforts arising from this offset agreement. To facilitate these computations the DOD will look primarily to the contractor to keep records adequate for this purpose.

¹ Came into force on 9 July 1975, in accordance with section 9.

5. The DOD agrees that in seeking to attain this goal, it will:

- (A) Provide for waiver of the cost of import duties in evaluating defense prime contracts and sub-contract solicitations from Swiss industry and for the necessary duty-free entry certificates and related documentation;
- (B) Emphasize that, in inviting submission of selected tenders, special consideration should be given to those items for which Swiss industry can bid on a competitive basis;
- (C) Use its best efforts to have technical data required for production provided to Swiss contractors on a reasonable cost basis.
- (D) Facilitate the necessary export licenses required for the provision of bid package and related technical data to accomplish the above;
- (E) Provide for waiver to the extent permitted under “Buy National” legislation and regulations;

6. The FMD and its organizations will use their good offices and authority to achieve the established procurement objectives. This will include, in addition to the purchase of the F-5 aircraft, the following:

- (A) Direction to Swiss industry on steps to be taken by Swiss industrial firms to make known their capabilities and products which might qualify for competitive procurement by U.S. industry and, to the extent necessary, by the DOD;
- (B) Advice to Swiss industry on the necessary steps they must take to coordinate their efforts in responding to U.S. offers;
- (C) Assistance to Swiss industry in meeting handling requirements for classified U.S. information.

7. The FMD and the DOD will appoint project officers to monitor progress toward the objective of this MOU. These project officers will meet periodically, but not less than annually, to review the progress of this understanding and recommend such action as may appear necessary to carry out its objective.

8. At the end of every two years, representatives of the parties hereto with appropriate representatives from the industrial sectors will meet to review progress under this MOU.

9. This Memorandum of Understanding is effective on the date on which it is signed, and shall remain in effect for eight years, subject to the respective laws of the Government of the Swiss Confederation and the Government of the United States.

[Signed—Signé]¹

The Secretary of Defense
of the United States of America

(Date): 2 July 1975

[Signed—Signé]²

The Chief
of the Federal Military Department
of the Swiss Confederation

(Date): 9 July 1975

¹ Signed by James R. Schlesinger—Signé par James R. Schlesinger.

² Signed by Rudolf Gnagi—Signé par Rudolf Gnagi.