

No. 19460

**UNITED STATES OF AMERICA, DENMARK,
FEDERAL REPUBLIC OF GERMANY,
NETHERLANDS and NORWAY**

Agreement concerning helicopter pilot training (with annexes). Concluded at Washington on 14 July 1977

Authentic text: English.

Registered by the United States of America on 9 December 1980.

**ÉTATS-UNIS D'AMÉRIQUE, DANEMARK,
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE,
PAYS-BAS et NORVÈGE**

**Accord concernant la formation de pilotes d'hélicoptères
(avec annexes). Conclu à Washington le 14 juillet 1977**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 9 décembre 1980.

AGREEMENT¹ BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA, hereinafter referred to as “DOD”, AND THE MINISTER OF DEFENCE OF THE KINGDOM OF DENMARK, THE FEDERAL MINISTER OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY, THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS, THE MINISTER OF DEFENCE OF THE KINGDOM OF NORWAY, hereinafter referred to as “User”, CONCERNING HELICOPTER PILOT TRAINING IN THE UNITED STATES OF AMERICA UNDER THE SCOPE OF EURO/NATO TRAINING

Article 1. 1. The DOD agrees to accept for training in the continental USA on an annual basis approximately 75 helicopter pilots (students) from Denmark, Federal Republic of Germany, the Netherlands, and Norway.

2. This Agreement is effective with User students entering training on or after the date DOD activates the revised curriculum indicated in annex B hereof. Students entering pilot training prior to such date will be subject to terms of prior agreement signed by DOD on 9 December 1975.

3. Conditions and details of the pilot training program, applicable to the User, are outlined in annex A to this Agreement.

4. Conditions and details of the pilot training program, applicable to the DOD, are outlined in annex B to the Agreement.

Article 2. 1. Initial entry pilot's course: The training costs for one student are agreed upon for the period up to 30 September 1977 at the estimated amounts indicated in annex B. These prices are based on the US Army curriculum for rotary wing initial entry pilot's course, as indicated in annex B, and on the assumption that the User will provide 11 instructors. If the User provides a lesser number of instructors, the reimbursable training cost per student will be proportionately increased, not to exceed approximately \$400 for each instructor less than 11.

2. Conversion course: The training costs for one student are agreed upon for the period up to 30 September 1977 at the estimated amount of US \$21,560. The User will not provide instructors for this course.

3. In event DOD increase in course costs which exceed 10% of those costs presented in the annual Letter of Offer, User has the option to cancel training space(s), prior to student entry into course(s), without penalty charge for nonutiliza-

¹ Came into force in respect of the following States on 10 October 1977, upon signature of all the Parties. The signatures were affixed as follows:

<i>State</i>	<i>Date and place of signature</i>	<i>State</i>	<i>Date and place of signature</i>
Denmark	27 September 1977 (at Copenhagen)	Norway	10 October 1977 (at Oslo)
Germany, Federal Republic of	10 August 1977 (at Bonn)	United States of America	14 July 1977 (at Washington)
Netherlands	1 September 1977 (at The Hague)		

tion if such nonutilization is a direct result of the increased course cost. However, the other conditions of sale pertaining to cancellation costs as set forth in the US Offer and Acceptance (DD Form 1513) apply.

Article 3. 1. The settlement of the payments will be in accordance with US Foreign Military Sales (FMS) procedures. Conditions of sale are as set forth in the US Department of Defense Offer and Acceptance (DD Form 1513). The FMS cases will be signed by the Federal Republic of Germany (FRG), acting also in behalf of Denmark, the Netherlands, and Norway. These nations hereby authorize the FRG to do so.

2. Payment will be made by the FRG in US dollars in accordance with the provisions of the specific FMS case to be written under the provisions of the US Arms Export Control Act. Subsequent to acceptance of the specific FMS case, payment will be made in advance of scheduled student entry into training.

3. The financial balance among the User Nations concerning a nation's contribution of instructors in greater than a proportionate share will be settled by separate arrangement among these nations.

Article 4. 1. The provisions of the NATO Status of Forces Agreement of 19 June 1951¹ shall apply to this Agreement.

2. The investigation of flight accidents involving User Nations/USA participants while undergoing training will be in accordance with STANAG 3531.

Article 5. Other EURO/NATO nations are invited to join this helicopter pilot training program. In such case, this Agreement shall be rewritten or amended as agreed between DOD and User.

Article 6. 1. The English language copy of this Agreement is the only authoritative version.

2. This Agreement shall remain in effect until 12 months subsequent to such date on which any party is required for national reason to terminate its participation. In case of any differences between this Agreement and the Letter of Offer and Acceptance, the terms and conditions of the Letter of Offer and Acceptance shall prevail.

¹ United Nations, *Treaty Series*, vol. 199, p. 67.

Washington, 14 July 1977
(date)

[Signed]

HOWARD M. FISH, Lt.-Gen., USAF

For the Secretary of Defense
of the United States of America

Copenhagen, 27 September 1977
(date)

[Signed]

M. E. MICHELSEN
Captain

For the Minister of Defence
of the Kingdom of Denmark

Bonn, 10 August 1977
(date)

[Illegible]

For the Federal Minister of Defence
of the Federal Republic of Germany

Oslo, 10 October 1977
(date)

[Illegible]

For the Minister of Defence
of the Kingdom of Norway

The Hague, 1 September 1977
(date)

[Signed]

Lt.-Gen. M. G. GESCHIERE
For the Minister of Defence
of the Kingdom of the Netherlands

ANNEX A

USER OBLIGATIONS

1. The User assures that students have English language comprehension level (ECL) as specified by the DOD.
2. The User agrees to assist the DOD school by making available no more than 11 instructors on a continuing basis during the period of this Agreement. The User is authorized to vary the number of instructors upon 6 months' notification to the DOD; course cost will be subject to corresponding change.
3. The training of the instructors starts at least 3 months prior to assuming duties as an instructor pilot.
4. The instructor must:
 - a. Be the rank of at least commissioned warrant officer but no higher than equivalent of a US Army captain, and
 - b. Have 500 hours helicopter time of which 250 should be in UH-1 aircraft or of which 250 may be as instructor pilot in any helicopter, and
 - c. Have 1 year experience in an operational aviation unit, and
 - d. Complete the methods of instruction course at the appropriate DOD aviation school, or

- e. Be accepted as a qualified instructor by the appropriate DOD school commander in absence of any of the qualifications listed above,
 - f. Be assigned to the US school for a period of at least 24 months.
5. Each User Nation is authorized to establish a liaison staff, normally not to exceed two personnel, to act as student administrator relating to national problems. Designated User Nation senior liaison officer or other User Nation duly appointed authority should be of rank higher or at least equal to highest ranking student nation will normally send to school.
6. The User Nations are responsible for furnishing all travel from home country to the DOD school and return in accordance with User Nation regulations.

ANNEX B

DOD OBLIGATIONS

1. The DOD will provide each User student with basic helicopter pilot training in accordance with the existing course of instruction (COI) at the US Army Aviation School, less the tactics phase. Current COI includes:

- a. Initial entry course A (26 weeks' duration): Approximate cost of primary phase is \$11,448 and approximate cost of advanced phase is \$34,804:
 - 50 flying hours, primary helicopter, TH-55
 - 25 flying hours, contact, UH-1
 - 30 flying hours, instrument, UH-1
 - 25 hours, simulated flying trainer
 - 25 hours, UH-1 (15 hrs night qualification; 10 hrs navigation)
 - 634 hours, flight line
 - 236 hours, academic
- b. Initial entry course B (26 weeks' duration): Approximate cost of primary phase is \$11,448 and approximate cost of advanced phase is \$31,274:
 - 50 flying hours, primary helicopter, TH-55
 - 25 flying hours, contact, UH-1
 - 20 flying hours, instrument, UH-1
 - 35 hours, simulated flying trainer
 - 20 hours, UH-1 (night qualification)
 - 634 hours, flight line
 - 236 hours, academic
- c. Conversion course (12 weeks' duration)
 - 12 flying hours, instruments, UH-1
 - 30 flying hours, contact, UH-1
 - 27 hours, simulated flying trainer
 - 302 hours, flight line
 - 56 hours, academic

2. Any change of COI or type of aircraft used shall be agreed upon by User in advance. If User does not agree in such change of COI or aircraft used, current program will be continued for a minimum period of 12 months subsequent to date of such collective User disagreement. Minor changes (those not involving changes in cost or those involving not more than five academic hours of instruction) can be agreed upon by exchange of messages or by telephone.

3. The objective of training is to attain a training level allowing for the issuing of the Military Pilots Certificate and the White Card under current national regulations.

4. The DOD will undertake the training of instructors (annex A, paragraph 4*d*). Costs of such instructor training are included in student course costs indicated in foregoing paragraph 1*a* and 1*b*. DOD will employ the User instructors, insofar as possible, in the training of User students in all phases of advanced helicopter pilot training within this agreement.

5. Allocation of spaces/courses is subject to annual training negotiations between the DOD and the Federal Republic of Germany (acting on behalf of other User Nations).

6. The DOD will make available to the liaison staffs adequate office space with necessary physical administrative and communicative facilities. Costs of any such facilities are included in student course costs indicated in foregoing paragraph 1.

7. The DOD shall give assistance in accommodation and messing for the User students and instructors on a reimbursable basis in accordance with DOD regulations.

8. The DOD will furnish User students, instructors, and personnel of the liaison staffs with all available military and social facilities in accordance with existing DOD regulations.

9. In the event a User student commences the course and, for whatever reason, fails to complete the training, User will be assessed an amount not less than 50 percent of the cost of the course or phase being undertaken. DOD will reimburse User the difference between the foregoing assessed value and the amount which User has advanced for training of that student.

10. DOD will provide medical and dental support at no cost for User military personnel, support to be of the type and scope rendered US Army officers and enlisted personnel of comparable rank; provide medical support, as available, for dependents of User personnel of the type and scope, and at the same reimbursable rates, as rendered US military dependents.

11. DOD shall recognize the User Nations duly appointed authority to exercise command (less operational control) and military disciplinary control over its national cadre personnel and flying trainees. In its capacity the duly appointed authority shall:

- a.* Take disciplinary action against its national personnel. Any administrative action exercised against User personnel by DOD will be coordinated with User Nation duly appointed authority.
- b.* Conduct military inspection of its national personnel and their DOD-furnished quarters.
- c.* Ensure that trainees observe applicable DOD regulations and procedures.
- d.* Be responsible for all matters pertaining to complaints and grievances of its national personnel.
- e.* Advise the DOD foreign training officer of any national laws, regulations, and customs of its country to be taken into consideration. Cooperate with foreign training officer in student administration and conduct of DOD sponsored programs related to all foreign students.
- f.* Assist and advise in matters pertaining to elimination of User Nation trainees. Act as voting member of the faculty board when convening for action on User personnel.
- g.* May act as nonvoting member of the standardization board.

12. In the event helicopter training facilities in the continental United States become unavailable, User will be notified a minimum of twelve (12) months in advance of such nonavailability.
