

No. 27054

**UNITED STATES OF AMERICA
and
NORTH ATLANTIC
TREATY ORGANIZATION
(NATO MAINTENANCE
AND SUPPLY ORGANIZATION (NAMSO))**

**Basic Agreement on mutual support (with annex). Signed at
Stuttgart-Vaihingen on 2 February 1982**

Authentic text: English.

Registered by the United States of America on 24 January 1990.

**ÉTATS-UNIS D'AMÉRIQUE
et
ORGANISATION DU TRAITÉ
DE L'ATLANTIQUE NORD
(ORGANISATION D'APPROVISIONNEMENT
ET D'ENTRETIEN DE L'OTAN [NAMSO])**

**Accord de base relatif à l'appui réciproque (avec annexe).
Signé à Stuttgart-Vaihingen le 2 février 1982**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 24 janvier 1990.

BASIC AGREEMENT¹ BETWEEN THE NATO² MAINTENANCE AND SUPPLY ORGANIZATION (NAMSO) AND THE UNITED STATES EUROPEAN COMMAND (USEUCOM) ON MUTUAL SUPPORT

The NATO Maintenance and Supply Organization (NAMSO), represented by the General Manager of the NATO Maintenance and Supply Agency (NAMSA), and

The United States European Command (USEUCOM), represented by the Deputy Commander in Chief, Headquarters, USEUCOM,

Considering the NAMSO Charter, as approved by the North Atlantic Council on November 4, 1964, as amended, and in particular Article 6(a) of the said Charter;

Considering the United States Public Law 96-323 "NATO Mutual Support Act of 1979", enacted 4 August 1980;

Considering the statement made by the United Nations NAMSO Board of Directors' Representative at the meeting held on 26-27 November 1980 (reference NM(81)BOD/R/85, dated 2 February 1981, item XII);

Noting the decision taken by the NAMSO Board of Directors on 2-3 December 1981 (reference NM(81)BOD/DS/87, dated 16 December 1981, item XIV);

Hereby agree as follows:

Article I. DEFINITIONS

As used in this Agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. NAMSO — NATO Maintenance and Supply Organization. A subsidiary body of NATO established by the North Atlantic Council pursuant to Article 9 of the North Atlantic Treaty² and in conformity with the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff, signed in Ottawa on 20th September 1951 (Ottawa Agreement).³

b. NAMSO Board of Directors. Legislative body of NAMSO, composed of a representative of each state which is a member of NAMSO.

c. NAMSO Directives. Directives and general policy decisions approved by the NAMSO Board of Directors to enable NAMSO to carry out its mission.

d. NAMSA — NATO Maintenance and Supply Agency. The executive body of NAMSO.

e. Implementing Arrangement. An implementing arrangement is a supplementary arrangement related to specific equipment or events, which set forth the additional terms and conditions which further define and carry out this Agreement. Each party will follow its own procedures for approval prior to signature.

f. Order. An order, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this Agreement and applicable implementing arrangements.

¹ Came into force on 2 February 1982 by signature, in accordance with article VII.

² United Nations, *Treaty Series*, vol. 34, p. 243.

³ *Ibid.*, vol. 200, p. 3.

g. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and the applicable implementing arrangements.

h. United States European Command (USEUCOM) Component Commands. United States Army, Europe (USAREUR); United States Naval Forces, Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

i. Europe and Adjacent Waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty (amended by the Protocol on the Accession of Greece, Turkey¹ and the Federal Republic of Germany),² excluding North America.

j. Logistic Support, Supplies and Services. Storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and accessorial tasks thereto.

Article II. PURPOSE

This Agreement establishes basic terms and conditions for provision of mutual logistic support, supplies, and services.

Article III. APPLICABILITY

This Agreement applies only to military forces deployed in Europe and adjacent waters, and in the case of United States Forces, to logistic support supplies, and services in the inventory or otherwise under the jurisdiction and control of United States Forces deployed in Europe and adjacent waters. This Agreement is applicable during peacetime as well as during NATO alert and/or war.

Article IV. BASIC TERMS AND CONDITIONS

1. The United States, consistent with its laws, regulations and priorities, and NAMSO, consistent with its charter, NAMSO directives, regulations and priorities, agree to cooperate in providing the other party logistic support, supplies and services. Subject to the foregoing and in accordance with the provisions of this Agreement, implementing arrangements may set forth more specific standards of compliance.

2. The Parties agree that the transfer of logistic support, supplies, and services between the Parties shall be accomplished by orders issued and accepted under applicable implementing arrangements. All transactions will be based upon implementing arrangements. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM Component Commands, and any other properly authorized organization or agency. The transfer documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in Annex A. The Parties will endeavor to adopt standard order forms for placing orders under implementing arrangements, which, when agreed, will become an annex to the implementing arrangements without further formalities. Implementing arrangements will generally identify those personnel authorized to issue and accept orders under the implementing arrangement. The Parties will notify each other of specific authorization or limitations on those personnel able to issue or accept orders directly under an implementing arrangement.

¹ United Nations, *Treaty Series*, vol. 126, p. 350.

² *Ibid.*, vol. 243, p. 308.

3. For any logistic support, supplies, or services, the Parties may negotiate for payment either in cash in the currency specified by the supplying party (a “reimbursable transaction”) or payment in kind (an “exchange transaction”). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable Transaction. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both Parties will maintain records of all transactions, and the Parties will pay outstanding balances not less frequently than quarterly. Each Party will price in accordance with its own regulations.

b. Exchange Transactions. Both Parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with timeframes which may not exceed twelve (12) months from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above.

4. The invoice will contain an identification of this Agreement and an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the Party receiving the logistic support, supplies, or services.

5. In all transactions involving the transfer of logistic support, supplies, or services, the recipient party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

Article V. EXCLUDED CHARGES

Provisions of tax and customs relief agreement will be applied to the maximum extent allowable.

Article VI. INTERPRETATIONS AND APPLICATION

The Parties agree to make an effort in good faith to resolve disagreements between NAMSO and USEUCOM with respect to the interpretation or application of this Agreement. In the case of an implementing arrangement or transaction, the Parties to the arrangements or transactions will make an effort in good faith to resolve any disagreement with respect to the interpretation or application of the arrangement or transaction. This Agreement may be amended or supplemented by mutual consent at the request of either Party.

Article VII. TERM

This Agreement shall take effect on the date of the last signature and shall remain in effect until terminated by either Party giving six (6) months notice in writing. Any termination initiated by NAMSA shall be subject to prior agreement by the NAMSO Board of Directors.

DONE at Stuttgart-Vaihingen, Germany, on 2 February 1982.

For NAMSO:

[*Signed*]

H. OMRENG
General Manager of NAMSA

For USEUCOM:

[*Signed*]

W. Y. SMITH
General, USAF
Deputy Commander in Chief

ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

- (1) Support agreement or implementing arrangement.
 - (2) Date of order.
 - (3) Country, ministry, department or command to be billed.
 - (4) Numerical listing of stock numbers or items, if any.
 - (5) Quantity and description of material and/or services requested.
 - (6) Quantity furnished.
 - (7) Unit of measurement.
 - (8) Unit price.
 - (9) Quantity furnished (as at 6), multiplied by unit price.
 - (10) Currency specified by the supplying party.
 - (11) Total order amount expressed in currency specified by the supplying party.
 - (12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.
 - (13) Payee to be designated on remittance.
 - (14) Designation and address of office to which remittance is to be sent.
 - (15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document and date.
 - (16) Document number of order or requisition.
 - (17) Receiving organization.
 - (18) Issuing organization.
 - (19) Transaction type.
 - (20) Fund citations or certification of availability of funds when applicable under parties procedures.
 - (21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.
 - (22) Signature, name, date and title of authorized acceptance official.
 - (23) Additional special requirements, if any, such as transportation, packaging, etc.
 - (24) Limit of liability.
 - (25) Remarks for internal use.
 - (26) Name, signature, date and title of official of supplying party who actually issues supplies or services.
-