

No. 30300

**UNITED STATES OF AMERICA
and
NORWAY**

Basic Support Agreement (with annex). Signed at Stuttgart-Vaihingen, Germany, on 29 January 1982 and at Oslo on 20 August 1982

Authentic text: English.

Registered by the United States of America on 28 September 1993.

**ÉTATS-UNIS D'AMÉRIQUE
et
NORVÈGE**

Accord de soutien de base (avec annexe). Signé à Stuttgart-Vaihingen (Allemagne) le 29 janvier 1982 et à Oslo le 20 août 1982

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 28 septembre 1993.

BASIC SUPPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA REPRESENTED BY THE UNITED STATES EUROPEAN COMMAND AND THE GOVERNMENT OF NORWAY REPRESENTED BY THE MINISTRY OF DEFENSE

Article I

INTRODUCTION

The Government of the United States of America, represented by the United States European Command, and the Government of Norway, represented by the Ministry of Defense,

Desiring to further the rationalization, interoperability, readiness, and effectiveness of their respective military forces through increased logistics cooperation,

Have resolved to conclude this mutual support agreement.

Article II

PURPOSE

This Agreement is entered into on the part of the United States pursuant to the authority of the North Atlantic Treaty Organization Mutual Support Act of 1979 for the purpose of acquisition and transfer of logistic support, supplies, and services. It establishes basic terms and conditions for provision of mutual logistic support, supplies, and services as defined in Article IV, paragraph 1a, of this Agreement.

Article III

APPLICABILITY

1. 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.

2. The parties understand that this Agreement will not be employed in a manner to serve as a routine and normal source for supplies and services reasonably available from United States commercial sources or acquirable from the United States through Foreign Military Sales procedures under the then current Arms Export Control Act.

¹ Came into force on 20 August 1982, the date of the last signature, in accordance with article IX.

Article IV

DEFINITIONS

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

a. *Logistic Support, Supplies, and Services.* Food, billeting, transportation, petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and airport and seaport services.

b. *Implementing Arrangement.* An implementing arrangement is a supplementary arrangement related to specific supplies, services or events, which sets forth the additional details, terms, and conditions which further define and carry out this Agreement.

c. *Order or Requisition.* An order or requisition, 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.

d. *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.

e. *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).

f. *Europe and Adjacent Waters.* The North Atlantic Treaty area as defined in the North Atlantic Treaty¹ (amended by the Protocol on the Accession of Greece, Turkey,² and the Federal Republic of Germany),³ excluding North America.

Article V

BASIC TERMS AND CONDITIONS

1. Each party agrees to utilize its best endeavors, consistent with national priorities, not only in peacetime but also in periods of emergency or active hostilities, including war, to satisfy requests of the other party for logistic support, supplies, and services. When an implementing arrangement contains a stricter standard of compliance it shall apply over the preceding sentence.

2. The parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders or requisitions issued and accepted under this Agreement and any applicable implementing arrangements. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUMCOM Component Commands, and any other organization or agency authorized by USEUCOM; and on behalf of Norway, the material com-

¹ United Nations, *Treaty Series*, vol. 34, p. 243.

² *Ibid.*, vol. 126, p. 350.

³ *Ibid.*, vol. 248, p. 308.

mands of the Armed Forces and any other unit designated by the Ministry of Defense. Whether the transfer is accomplished by orders or requisitions under this Agreement alone or in conjunction with implementing arrangements, the 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 a standard order form which, when agreed, will become an annex to this Agreement without further formalities. Implementing arrangements will generally identify those 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 this agreement or under an implementing arrangement when the implementing arrangement does not state this information. In the case of the United States, these notifications will go directly to and from the USEUCOM Component Command concerning personnel belonging to the Component Command as well as HQ USEUCOM.

3. For any logistic support, supplies, or services, the parties may negotiate for payment either as a “reimbursable transaction” or as 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 Transactions.* 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. In pricing reimbursable transactions, the parties agree to the following principles:

(1) In the case of specific acquisition by the supplying party from its contractors for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party by its contractors for identical items or services, less any amounts excluded by Article VI of this Agreement. The price charged will take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying party’s own resources, the supplying party will charge the same price as the supplying party charges its own forces as the date the order or requisition is accepted for identical logistic support, supplies, or services, less any amounts excluded by Article VI of this Agreement. In the case where a price has not been established or charges are not made for one’s own forces, the parties will agree to a price in advance, excluding charges that are excluded under reciprocal pricing principles.

(3) The parties agree that these reciprocal principles exclude the charging (directly or indirectly) of indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs and/or charges.

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 1 year from the date of the original transaction, the transaction shall

be deemed a reimbursable transaction and governed by paragraph 3*a* above, except that the price will be established based upon the date the payment in kind was to take place.

4. When a definitive price is not agreed in advance on the order or requisition, the order or requisition will set forth a maximum limitation of liability for the party ordering or requisitioning the logistic support, supplies, or services. Unless otherwise agreed, the maximum limit of liability will be the ceiling price. The parties will promptly enter into negotiation to establish the final price which will be the lesser of the ceiling price of the price established under reciprocal pricing principles.

5. The invoice will contain an identification of this Agreement or 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.

6. The parties agree to grant each other access to records sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs.

7. Nothing herein shall serve as a basis for an increased charge for logistic support, supplies, or services if such logistic support, supplies, or services would be available without charge or at a lesser charge under terms of another agreement.

8. In all transactions involving the transfer of logistic support, supplies, or services, the receiving 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 VI

EXCLUDED CHARGES

Provisions of tax and customs relief agreements applicable to the acquisition of materials services, supplies, and equipment by the receiving party will apply to logistic support, supplies and services transferred under this Agreement. In the event that supplies are taken from the inventory of a supplying party and the supplying party has paid taxes which it cannot recover and from which the receiving party would be exempt if it purchased the supplies directly, the supplying party will notify the receiving party of this fact and permit the receiving party to replace the supplies as an exchange transaction, in lieu of reimbursement for the supplies at a price that includes an otherwise exempt tax.

Article VII

REVISION

Either party may, at any time, request revision of this Agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.

Article VIII

INTERPRETATION

Any disagreement regarding the interpretation or application of this Agreement or concerning logistic support supplies, or services transferred pursuant to the agreement or transaction, as appropriate, to this Agreement will be resolved by consultation between the parties to the agreement or transaction, as appropriate, and will not be referred to an international tribunal or third party for settlement.

Article IX

EFFECTIVE DATE AND TERMINATION

This Agreement will become effective on the date of the last signature and will continue in effect until terminated by either party giving six (6) months notice in writing.

DONE at Oslo, Norway

DONE at Stuttgart-Vaihingen, Germany

In two originals in the English language.

On 20 August 1982

On 29 January 1982

For Government of Norway:

For USEUCOM:

SVERRE SKLETNES

HENRY H. HARPER, MG, USA

Director General

Director of Logistics

Department of Material and Logistics
Royal Norwegian Ministry of Defence

Headquarters USEUCOM

ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

- (1) Support Agreement or implementing arrangement, if any.
 - (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 (as at 8).
 - (10) Currency of billing country.
 - (11) Total order amount expressed in currency of billing country.
 - (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.
 - (16) Document number of order or requisition.
 - (17) Receiving organization.
 - (18) Issuing organization.
 - (19) Transaction type.
 - (20) Fund citation 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, and title of authorized acceptance official.
 - (23) Additional special requirements, if any, such as transportation, packaging, etc.
 - (24) Limitation of government liability.
 - (25) Name, signature, date and title of official of supplying party who actually issues supplies or services.
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