

No. 30306

**UNITED STATES OF AMERICA
and
DENMARK**

**Mutual Support Agreement (with annex). Signed at Vedbaek,
Denmark, on 1 June 1982 and at Stuttgart-Vaihingen,
Germany, on 14 June 1982**

Authentic text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
DANEMARK**

**Accord d'appui mutuel (avec annexe). Signé à Vedbaek
(Danemark) le 1^{er} juin 1982 et à Stuttgart-Vaihingen
(Allemagne) le 14 juin 1982**

Texte authentique : anglais.

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

MUTUAL SUPPORT AGREEMENT¹

Article I

INTRODUCTION

The Government of the United States of America represented by the United States European Command and the Government of Denmark represented by the Chief of Defence, Denmark, 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 for the purpose of acquisition and transfer of logistic support, supplies and services. It establishes basic terms and conditions for provisions of mutual logistic support supplies and services as defined in article IV, paragraph 1*a* of this agreement. On the part of United States it is entered into pursuant to the authority of the North Atlantic Treaty Organization Mutual Support Act of 1979.

Article III

APPLICABILITY

1. This agreement applies only to military forces in Europe and adjacent waters, and in the case of the United States forces to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of the 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 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.

Article IV

DEFINITIONS

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

a. *Logistics support, supplies, and services.* Food, billeting, transportation, petroleum, oils, lubricants, clothing, communication services, medical services, ammunitions, 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.

¹ Came into force on 14 June 1982 by signature, in accordance with article VIII (1).

b. *Implementing arrangement.* An implementing arrangement is a supplementary agreement 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 component commands.* United States Army, Europe (USAREUR); United States Naval Forces Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

f. *Chief of Defence Denmark subordinate commands.* Army: Western Land Command, Eastern Land Command, Army Material Command Denmark. Navy: Flag Officer Denmark, Naval Material Command Denmark, Air Force: Tactical Air Command Denmark, Air Material Command Denmark.

g. *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, Turkey² 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 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 this paragraph.

2. Pursuant to this Agreement, 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, USEUCOM component commands, and any other organization or agency authorized by USEUCOM, and on the part of Denmark, by the Chief of Defence or his subordinate commands. 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 from 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 arrange-

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

² *Ibid.*, vol. 126, p. 350.

³ *Ibid.*, vol. 243, p. 308.

ment 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 concerned with a copy to USEUCOM as well. In the case of Denmark, these notifications will go directly to and from Chief of Defence Denmark or the subordinate command involved.

3. For any logistic support, supplies, or services, the parties may negotiate for payment either in cash (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 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 of 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.

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 time frames which may not exceed one year from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a 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 or 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 transferred, 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.

Article VII

INTERPRETATION AND REVISION

1. Any disagreement regarding the interpretation or application of this agreement or concerning logistic support, supplies, or services transferred pursuant to the agreement of 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.

2. 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

EFFECTIVE DATE AND TERMINATION

1. 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.

For the Chief
of Defence Denmark:
Date : 1st June 1982
Signature : PHILIP RASMUSSEN
Rear-Admiral
Deputy Chief of Staff
Logistics

For the United States
European Command:
Date : 14 June 1982
Signature : FRANCIS J. TONER
Major General, USA
Director of Logistics
and Security Assistance

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 of 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 (reimbursable/exchange)
- (20) Fund citation or certification of availability of funds when applicable under a party's 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.