

AGREEMENT TO AMEND THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE GOVERNMENT OF NORWAY

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING

THE PRINCIPLES GOVERNING MUTUAL COOPERATION IN THE
RESEARCH AND DEVELOPMENT, PRODUCTION AND PROCUREMENT
OF DEFENSE EQUIPMENT

The Government of the United States of America and the Government of Norway agree that the Memorandum of Understanding (MOU) between them, signed May 19, 1978, (heretofore extended to October 31, 1990) and all annexes, is extended for a period of five years, and will thereafter be extended for successive five-year periods unless the Governments agree otherwise.

The Governments intend to exchange information and to discuss the extent to which equitable opportunities are provided for procurements subject to the MOU, i.e., coverage of similar classes of goods and services.


The Governments intend to discuss measures to limit any adverse effects of offsets and other regulations on the defense industrial base of each country.


Annexes to this MOU may be signed by officials subordinate to the undersigned. Subject to the above amendment, the MOU shall continue in all other respects with full force and effect.

This amendment will enter into force upon signature, and is effective as of November 1, 1990.

For the Government of the
United States:

For the Government of Norway:


The Deputy Secretary of Defense


The Minister of Defense

Date: 1/27/91

Date: 8. May 1991

EXTENSION OF THE MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF NORWAY

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

CONCERNING

THE PRINCIPLES GOVERNING MUTUAL COOPERATION

IN THE RESEARCH AND DEVELOPMENT, PRODUCTION, AND PROCUREMENT

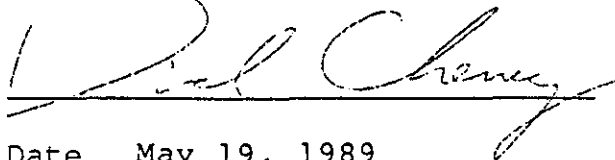
OF DEFENSE EQUIPMENT

It is hereby agreed to by the Government of the United States and the Government of Norway that the duration period of the Memorandum of Understanding (and all implementing annexes) between the Government of the United States and the Government of Norway relating to cooperation in research and development, production, and procurement (signed May 19, 1978, and heretofore extended to May 19, 1989) is hereby further extended to October 31, 1990, in accordance with Article V, paragraph 1 of the agreement.

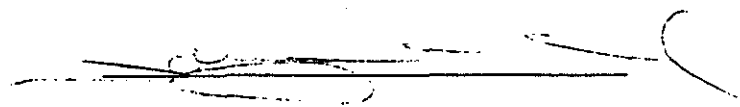
This agreement will enter into force on the date of the later signature, effective May 19, 1989.

For the Government of the
United States of America
The Secretary of Defense

For the Government of Norway
The Minister of Defense



Date May 19, 1989
Place Washington, DC



Date May 19, 1989
Place Oslo, Norway

EXTENSION OF THE 1978 MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF NORWAY

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

CONCERNING THE

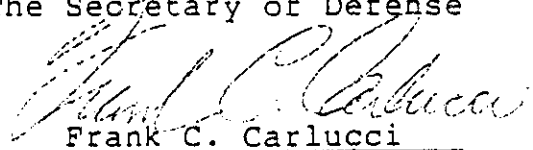
PRINCIPLES GOVERNING MUTUAL COOPERATION IN

THE RESEARCH AND DEVELOPMENT, PRODUCTION, AND PROCUREMENT
OF DEFENSE EQUIPMENT

It is hereby agreed to by the Government of the United States and the Government of Norway that the duration period of the Memorandum of Understanding (and all implementing annexes) between the Government of the United States and the Government of Norway relating to cooperation in research and development, production, and procurement (signed May 19, 1978) is extended from May 19, 1988 to May 19, 1989 in accordance with Article V, paragraph 1 of the agreement.

This amendment, in two original texts in the Norwegian and English languages, both being equally authentic, will come into effect on the date of later signature and remain in effect until May 19, 1989.

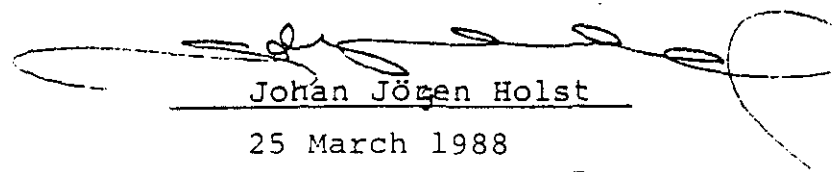
For the Government of the
United States of America
The Secretary of Defense


Frank C. Carlucci

Date 10 FEB 1988

Place Washington DC

For the Government of
Norway
The Minister of Defense


Johan Jørgen Holst

25 March 1988

Oslo

Memorandum of Understanding
between the
Government of Norway
and the
Government of the United States of America
concerning the
Principles Governing Mutual Cooperation
in the
Research and Development, Production and Procurement of Defense Equipment

PREAMBLE

The Government of the United States of America and the Government of Norway hereinafter referred to as the Governments:

- o Intending to increase their respective defense capabilities through more efficient cooperation in the field of research and development, production and procurement of defense equipment, in order to:
 - Make the most cost-effective and rational use of the funds allocated to defense to the extent permitted by their national policies; and
 - Promote the widest possible use of standard or interoperable equipment; and
 - Develop and maintain an advanced technological capability for the North Atlantic Alliance, and particularly with respect to the parties to this Agreement;
- o Noting that no general agreement covers harmonization of mutual procurements, although specific offset agreements have existed between them in the past; and
- o Seeking to improve the present situation and to strengthen their military capability and economic position through the further acquisition of standard or interoperable equipment

have entered into this Memorandum of Understanding in order to achieve the above aims.

This Memorandum of Understanding (MOU) sets out the guiding principles government mutual cooperation in defense equipment research and development, production and procurement.

The Government of the United States of America and the Government of Norway conclude this Memorandum of Understanding to strengthen the North Atlantic Alliance. In so doing, the Governments are fully aware that the Independent European Program Group (IEPG) wants to enhance equipment collaboration by more comprehensive and systematic arrangements among the individual member nations.

The two Governments agree that this Memorandum of Understanding should be incorporated in the larger context of the cooperation between Europe and North America within the Alliance.

All agreements or the relevant provisions of such agreements between the Independent European Program Group (IEPG) and the United States of America shall take precedence over this Memorandum of Understanding, assuming Norway is a party to such agreements.

ARTICLE I

Principles Governing Reciprocal Defense Cooperation

1. Both Governments intend to achieve and maintain a long-term equitable balance in their exchanges, in terms of the value of contracts and technological levels, to the maximum practicable extent consistent with their national policies. Equitable balance, in principle, shall be achieved when the two Governments have exhausted all means at their disposal to maximize defense R&D cooperation and reciprocal procurement to the extent permitted by the size and nature of each country's technological and industrial base.
2. This agreement is intended to cover areas in which possible bilateral cooperation could be achieved in conventional defense equipment research and development, production and procurement, complementing the work of the Conference of National Armament Directors (CNAD) and the Independent European Program Group (IEPG).
3. The two Governments will, consistent with the laws, regulations, and practices having the force of law of each Government, give full consideration to all requests for cooperative R&D, and to all requests for production and procurement which are intended to maximize Alliance standardization and/or interoperability.
4. The two Governments shall, in the spirit of cooperation, mutually determine the counting procedures that will apply to all items under this agreement (and associated services included in a contract) purchased either directly by the two Governments or through their relevant industries.
5. In the interests of standardization and the effective utilization of scarce resources, the two Governments shall, if possible, select qualified defense items that have been developed and produced in the other country to meet their requirements in accordance with the procedures of paragraph 9 below.
6. Each Government may propose to the other any particular item of equipment that might be suitable for use by the other Government. Indicative lists are provided in the annexes.

7. Both Governments will provide appropriate policy guidance and administrative procedures within their respective defense procurement organizations to facilitate achievement of the aims described in paragraph 5.
8. Barriers to procurement or coproduction of an item of defense equipment that has been developed in the other country shall be removed, insofar as laws and regulations permit. This includes the removal of customs duties and other discriminatory levies as well as the waiver of protectionist provisions.
9. Normal competitive contracting procedures shall be used in acquiring items of conventional defense equipment developed in each other's country for use by either country's defense establishment.
10. Full consideration will be given to all qualified industrial and/or Government sources in each other's country consistent with the national procurement policy and criteria. It is therefore understood that items offered shall satisfy requirements for performance, quality, delivery and cost.
11. Both Governments will review items submitted as candidates for respective requirements. They will indicate requirements and proposed purchases in a timely fashion to ensure adequate time for their respective industries to qualify for eligibility and submit a bid or proposal.
12. Each Government will ensure that the technical data packages (TDPs) made available under this MOU are not used for any purpose other than for the purpose of bidding on, and performing, a prospective defense contract without the prior agreement with those owning or controlling proprietary rights and that full protection shall be given to such proprietary rights, or to any privileged, protected, or classified data and information they contain. In no event shall the TDPs be transferred to any third country or any other transferee without the prior written consent of the originating Government.
13. Both Governments will use their best efforts to assist in negotiating licenses, royalties and technical information exchanges with their respective industries.
14. Arrangements and procedures will be established concerning follow-on logistic support for items of defense equipment covered by this Memorandum of Understanding. Both Governments will make their defense logistic systems and resources available for this purpose as required and mutually agreed.

ARTICLE II

Implementing Procedures

1. Representatives of the two Governments will be appointed to determine in detail the procedures for implementing this Memorandum of Understanding. Terms of reference will be proposed for a Norwegian-American Committee for Reciprocal Procurement, including rules governing its work. The implementing procedures under this Memorandum of Understanding shall be an integral part thereof.
2. The Under Secretary of Defense for Research and Engineering, in coordination with the Assistant Secretary of Defense for International Security Affairs, the Assistant Secretary of Defense for Manpower, Reserve Affairs and Logistics, the Director, Defense Security Assistance Agency, and other appropriate Department of Defense officials, will be the responsible authority in the United States Government for the development of implementing procedures under this Memorandum of Understanding.
3. The Director General of Armaments in the Ministry of Defense will be the responsible authority of the Government of Norway for any matter relating to the procedures for implementing this Memorandum of Understanding.

ARTICLE III

Industry Participation

1. Each Government will be responsible for calling to the attention of the relevant industries within its country the basic understanding of this Memorandum of Understanding, together with appropriate implementing guidance. Both Governments will take all necessary steps so that the industries comply with the regulations pertaining to security and to safeguarding classified information.
2. Implementation of this Memorandum of Understanding will involve full industrial participation. Accordingly, the Governments will arrange to inform their respective procurement and requirements offices concerning the principles and objectives of this Memorandum of Understanding. However, primary responsibility for finding business opportunities in areas of research and development and production shall rest with the industrial participants of each country.

ARTICLE IV

Security

1. To the extent that any items, plans, specifications or information furnished in connection with the specific implementation of this Memorandum of Understanding are classified by either Government for security purposes, the other Government shall maintain a similar classification and employ measures necessary to preserve such security equivalent to those measures employed by the classifying Government throughout the period during which the classifying Government may maintain such classification.
2. The operating procedures for the implementation of the General Security of Information Agreement dated 26 February 1970 between the United States Department of Defense and the Norwegian Ministry of Defense apply to activities under this Memorandum of Understanding.

ARTICLE V

Duration

1. This agreement will remain in effect for a ten-year period following its signing, unless otherwise agreed by both Governments.
2. If, however, either Government considers it necessary for compelling national reasons to discontinue its participation under this Memorandum of Understanding before the end of the ten-year period, written notification of its intention will be given to the other Government six months in advance of the effective date of discontinuance. Such notification of intent would be a matter of immediate consultation with the other Government to enable the Governments fully to evaluate the consequences of such termination and, in the spirit of cooperation, to take such actions as necessary to alleviate problems that may result from the termination. In this connection, although the Memorandum of Understanding may be terminated by the parties, any contract entered into consistent with the terms of this agreement shall continue in effect, unless the contract is terminated in accordance with its own terms.

ARTICLE VI

Administration

1. Each Government will designate points of contact at the Ministry of Defense level and in each purchasing service/agency.

2. Government representatives will meet as agreed or at the request of either Government to review progress in implementing the Memorandum of Understanding. They will discuss development, production and procurement needs of each country and the likely areas of cooperation; agree to the basis of, and keep under review, the financial statement referred to below; and consider any other matters relevant to the Memorandum of Understanding.

3. An annual United States/Norway Statement of the current balance, and long-term trends, of R&D cooperation and purchases between the two countries will be prepared on a basis to be mutually agreed. Such statement will take account of any United States-Norway offset agreements in force when the Memorandum of Understanding was signed, and will be reviewed during the meetings referred to in paragraph 2 above.

ARTICLE VII

Annexes

Annexes negotiated by the responsible offices and approved by the appropriate Government authorities will be incorporated in this Memorandum of Understanding and made an integral part thereof.

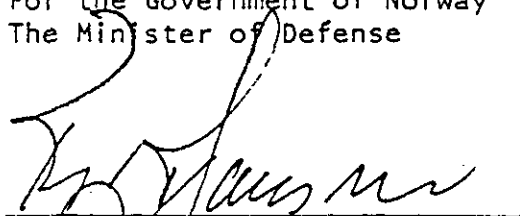
ARTICLE VIII

Implementation

1. The arrangements contained in this Memorandum of Understanding represent the understanding reached between the Government of the United States of America and the Government of Norway upon the matters referred to herein. Each Government must mutually agree to any amendment of this Memorandum of Understanding.

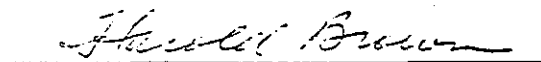
2. This agreement, in two original texts in the Norwegian and English languages, both texts being equally authentic, will come into effect at the date signed by both Governments.

For the Government of Norway
The Minister of Defense



Date MAY 19 1978

For the United States Government
The Secretary of Defense



ANNEX I

to

Memorandum of Understanding between the Government of Norway and the Government of the United States of America concerning the Principles Governing Mutual Cooperation in the Research and Development, Production and Procurement of Defense Equipment, signed at Brussels on 19 May 1978.

Implementing Procedures for the "Memorandum of Understanding between the Government of the United States and the Government of Norway Relating to the Principles Governing Cooperation in R&D, Production and Procurement of Defense Equipment" of 19 May 1978.

I. INTRODUCTION

On 19 May 1978 the Governments of the United States (US) and Norway signed a Memorandum of Understanding (MOU) relating to "The Principles Governing Cooperation in R&D, Production and Procurement of Defense Equipment." The purpose of this document is to set forth the agreed implementing procedures for carrying out the MOU.

II. MAJOR PRINCIPLES

A. The US Department of Defense (DoD) and the Ministry of Defense of Norway (MOD) will each consider for their defense requirements qualified defense items (and associated services included in a procurement contract) developed or produced in the other country. (See also Paragraph III of this Annex). MOD and DoD will also identify to one another, as soon as possible, those practices of their respective countries having the force of law that may potentially restrict the fulfillment of the Memorandum of Understanding and this Annex.

B. It will be the responsibility of government and/or industry representatives in each country to obtain information concerning the other country's proposed developments and purchases and to respond to requests for proposals. However, the responsible governmental purchasing agencies in each country will assist sources in the other country to obtain information concerning proposed purchases, necessary qualifications and appropriate documentation.

III. ACTION

In implementing the MOU, DoD and MOD will review and, where considered necessary, revise policies, procedures and regulations to ensure that the principles and objectives of this MOU, which are intended to be compatible with the broad aims of NATO Rationalization/Standardization,

are taken into account. The DoD and the MOD agree that having taken the measures listed below, they will have fulfilled their obligation under Paragraph 1, Article 1, of the MOU, to exhaust all means at their disposal to maximize defense R&D cooperation and reciprocal procurement. These measures will be utilized in a reasonable manner recognizing among other factors, delivery date requirements for supplies, security and the timely conduct of the procurement process, and requirements attendant to ensuring free and full competition for the award of contracts.

A. Ensure that their respective requirements offices are familiar with the principles and objectives of this MOU.

B. Ensure that their respective research and development offices are familiar with the principles and objectives of this MOU.

C. Ensure that their respective procurement offices are familiar with the principles and objectives of this MOU.

D. Ensure wide dissemination of the basic understanding of this MOU to the respective defense industries.

E. Ensure that, consistently with national laws and regulations, offers of defense items produced in the other country will be evaluated without applying, to such offers, either price differentials under buy-national laws and regulations or the cost of import duties. Provisions will be made for duty free entry certificates and related documentation.

F. Assist industries in their respective countries to identify and advise the other government of their capabilities and assist such industries in carrying out the supporting actions to maximize industrial participation.

G. Review defense items submitted as candidates for respective requirements. Identify requirements and proposed purchases in a timely fashion to ensure adequate time for their respective industries to participate in the development or production procurement process.

H. Make best efforts to assist in negotiating licenses, royalties, and technical information exchanges with their respective industries.

I. Ensure that those items excluded from consideration under this MOU for reasons of protecting National requirements such as the maintenance of a defense mobilization base are limited to a small percentage of total annual defense procurement spending. It is intended that such defense items, as well as those items which would not be qualified as a defense item under this MOU because of legally imposed restrictions on procurement from non-national sources, should be identified as soon as possible in lists drawn up by MOD and OSD for their respective countries, and that the position should be kept under review at this level.

J. Ensure that the balance of reciprocal purchasing within the areas of this MOU takes into consideration the levels of technology involved, as well as the contractual value.

K. Both DoD and MOD will from time to time arrange visits by relevant personnel to the other country in order to actively explore possibilities for R&D cooperation and procurement.

IV. COUNTING PROCEDURES

The purchases to be counted against the goals of the MOU will be identified jointly by DoD and MOD. In principle (1) all items procured by the overseas Base Exchanges and Commissary Operations for resale overseas shall be counted and (2) all defense items (and associated services included in a procurement contract) purchased by DoD and MOD from the other country will be counted against the goals of the MOU as long as such purchases meet the following criteria:

A. Direct purchases by the MOD or DoD, including their respective agencies, from one another.

B. Direct purchases by either the MOD or DoD from the industry of the other country.

C. Purchases by industry from the government or industry of the other country in aid of government defense contracts.

D. Purchases by a third country government from the governments of the United States or of Norway or from industries of the two countries as a direct result of effort of the other (non-supplying) country.

E. Purchases resulting from common funded defense projects to which the United States and/or Norway are contributors, to be credited in proportion to each country's financial contribution to the project, and to work carried out in each country. The extent to which such purchases will be counted against the goals of the MOU will be agreed between MOD and DoD in each case.

F. License fees, royalties and other associated income resulting from orders placed by industry and/or DoD or MOD with a licensed company in the other country.

V. ADMINISTRATION

A. Each country will designate points of contact at the Ministry of Defense level and in each purchasing service/agency.

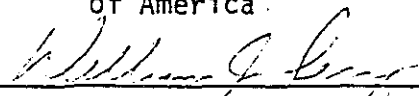
B. Country representatives will meet at agreed intervals to review progress in implementing the MOU. They will discuss development,

production and procurement needs of each country and the likely areas of cooperation; agree to the basis of, and keep under review, the financial statement referred to below; and consider any other matters relevant to the MOU.

C. An annual United States/Norway Statement of the current balance, and long-term trends, of purchases between the two countries will be prepared on a basis to be mutually agreed. Such statement will take account of any United States-Norway Offset agreements in force when the MOU was signed, and will be reviewed during the meetings referred to in B. above.

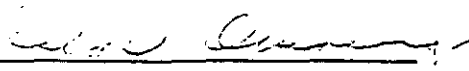
D. Quality Assurance procedures outlined in STANAG 4107 and 4108 will apply unless other provisions are mutually agreed to on any specific contract. Reimbursement for services provided shall be afforded in accordance with the National laws and regulations of each country.

For the Government of the United States
of America.



Date 6 NOV 1978

For the Government of Norway



Date 29 Nov 1978

ANNEX 2

to

Memorandum of Understanding between the Government of Norway and the Government of the United States of America concerning the Principles Governing Mutual Cooperation in the Research and Development, Production and Procurement of Defense Equipment, signed at Brussels on 19 May 1978.

Indicative Products List (Norway).

The product areas listed below are indicative of Norwegian industry capability and interest.

The list shall not be considered limitative - and does not preclude Norwegian participation in United States Department of Defense evaluation and/or research and development programs.

This list is subject to up-dating from time to time as agreed

In some instances Norwegian participation could take the form of delivery of components.

For cooperative research and development purposes Norwegian interest includes complete systems.

Army

Artillery including Fire Control

- Fire Control Systems
- Radar Chronograph
- Mortar Fire Control Systems
- Anti-tank Missile Systems
- Army Air Defense Systems (Guns and Missiles)

Ammunition

- Multi-purpose Ammunition
- Mortar Bombs (81 mm)
- Smoke Systems - Instantaneous Smoke
- Special Explosives
- Proximity Fuzes

Communication Equipment

- Command Control and Information Systems
- SHF-Radio Link

NBC Protective Equipment

- Protective Clothing
- NBC Decontamination Equipment

Combat Vehicles/Transport Vehicles

- Laser Sensors

Miscellaneous

- Fire Alarm Systems
- Electric and other Cables

Navy.

- Ship-to-Ship Missile Systems
- Air-to-Ship Missile Systems

- Shipborne Air Defense and Anti-Ship Missile Defense Systems (Guns and Missiles)
- Inertial Navigation Systems For small and medium
- Fire Control Systems sized surface vessels
- Command, Control and Information Systems and submarines

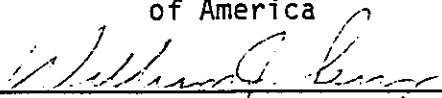
Air Force.

- Air Defense Missile and Gun Systems
- Control and Reporting Systems
- Air-to-Air Missile Systems
- Air-to-Ground Missile Systems
- Pneumatic Jet Starter

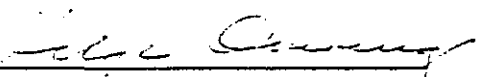
Miscellaneous.

- Ships Gear (Hydraulic Pumps, Steering Gear, Winches, Welding Equipment etc)
- Steel Wire and Nylon Rope
- Special Purpose Computers
- Special Forgings.

For the Government of the United States
of America


Date 6 NOV 1978

For the Government of Norway


Date 29 Nov 1978

ANNEX III
RECIPROCAL QUALITY ASSURANCE SERVICES
UNDER THE MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES AND
THE GOVERNMENT OF NORWAY
REGARDING DEFENSE R&D, PRODUCTION, AND PROCUREMENT

I. PREAMBLE

This annex sets forth the terms, conditions and procedures under which the participating governments shall provide one another with quality assurance services in support of defense contracts and subcontracts contemplated or executed under the Memorandum of Understanding (MOU). The procedures of STANAG 4107 and AQAP 10 shall apply as supplemented by this annex to the extent consistent with the laws of both governments.

If special quality assurance arrangements are made for international cooperative projects in which the United States and Norway participate, those special arrangements shall have precedence over this annex. Purchases by Norway under the Foreign Military Sales (FMS) Program will be handled under U.S. FMS procedures in existence at the time of acceptance of the FMS agreement. Normally, FMS purchases will be afforded the same quality assurance that is provided for similar DoD procurements for use by the U.S. DoD. Similar provisions will apply, to be changed, if necessary, to U.S. Government purchases from the Norwegian Government.

The objective of this annex is to insure each participating government is able to employ the most effective and efficient

quality assurance support possible when acting under this MOU. Nothing is to be construed as impairing a purchasing government's access to its contractors and their records as may be contractually authorized.

II. GENERAL

A flexible arrangement is envisioned under which a purchasing government may, on a case-by-case basis, request full quality assurance support as described in AQAP-10 or, alternatively, request specified services listed in AQAP 10 as it considers appropriate to the circumstances, for the purchase of defense items made outside of government-to-government channels. The purchasing government may elect to perform other necessary services through its own on-site representative and will inform the host government in such cases, in order to avoid duplication of the work performed by the host government. The purchasing government may modify a request for support during contract performance after consultation with the host government.

The participating governments shall accept requests for services to the extent resources are available and carry them out according to the procedures each government uses for its own contracts.

Contracts shall contain suitable provisions for the host governments to act for and on behalf of the purchasing government and shall authorize assets as necessary for the performance of quality assurance service, and include the appropriate

contractual quality requirement imposed on the contractor, if applicable.

Where representatives of both participating governments deal with a contractor at the same location in support of the same or separate contracts, they shall operate in full concert according to terms of reference mutually agreed or to be agreed upon.

The participating governments shall each designate a single office to receive requests for quality assurance services. This office shall arrange for the required services to be performed by the appropriate national organization. In addition, each participating government may elect to designate an office in or near the other participating country to act as focal point through which requests for quality assurance will be forwarded. The host government will endeavor to keep the purchasing Government's focal point apprised of current quality assurance practices and resources to help insure that requests for services are reasonable and prudent. The focal point shall advise the host government concerning contract requirement and clarify requests for services as necessary.

III. PROCEDURES

Requests for government quality assurance in Norway shall be directed to:

Forsvarets felles Materielletjeneste

Oslo Mil/Loren

00180 Oslo 1

Requests for government quality assurance in the United States shall be directed to:

Department of Defense Central Control Point

DCASR New York

201 Varick Street

New York, New York 10014-4811

The format for requests for quality assurance shall be as described in Annex A to STANAG 4107, with the following additional information:

- in block 7, the type of equipment which the material or spare parts pertain to, and the Armed Forces (Army, Navy, and Air Force) that employs the equipment;

- in block 10, desired services, if less than comprehensive support is needed.

The requests shall reference STANAG 4107 and this annex to the MOU, and shall be processed according to the procedures in the STANAG. Acceptance or rejection shall be made within 45 calendar days of receipt by the performing government. The STANAG procedures shall be followed in regard to notifying the purchasing office of unsatisfactory conditions, processing deviations and waivers, and issuing certificates of conformity.

Direct communications between the purchasing office and the assigned quality assurance office are authorized and encouraged in resolving contract problems. The purchasing government shall retain final authority over contract interpretations and

enforcement actions, and shall advise the quality assurance office in a timely fashion on such matters as needed.

In the event the purchasing government envisions the assignment of on-site representatives, proposed terms of reference describing an appropriate working relationship with host government representatives will be suggested to the host government as early as possible.

IV. RESPONSIBILITY AND LIABILITY

Nothing in this annex shall relieve the contractor of any responsibilities under the contract. No liability will attach to the Government, its officers or agents, acting under this Annex on behalf of the other Government.

V. PROTECTION OF INFORMATION

Data obtained through implementation of this annex shall receive the same protection against unauthorized disclosure as such data would normally receive under the laws and rules of the country which possess it.

VI. CHARGES

Services will be provided under this annex free of charge, for all contracts, subcontracts, and FMS Letters of Offer and Acceptance entered into on or after the date of implementation of this annex, provided that a joint review of the services being exchanged between the participating governments performed at not less than three year intervals indicates that general reciprocity is being maintained. If, as a result of such a joint review,

either government determines that charges will be necessary, they may be imposed for future services after not less than one year advance notice. Should charges by the United States become necessary, Foreign Military Sales procedures then in effect will apply.

VII. DURATION

This annex will remain in effect for a period as set forth in Article VII of the MOU, and may be terminated under the conditions as set forth in that Article.

VIII. VALIDITY OF TEXT

The English language and Norwegian language versions of this text have equal validity.

IX. IMPLEMENTATION

This Annex will come into effect on the date of the last signature.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

James P. Wade

FOR THE GOVERNMENT OF NORWAY

[Signature]
24/11-86

DATE 28 OCTOBER 1966 DATE 24/11-86

ANNEX IV
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF NORWAY
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING
THE PRINCIPLES GOVERNING MUTUAL COOPERATION IN THE
RESEARCH AND DEVELOPMENT, PRODUCTION AND PROCUREMENT
OF DEFENSE EQUIPMENT

1. To the extent practicable, each Government will publish or have published, in a generally available periodical a notice of proposed purchases in accordance with national rules or Departmental/Ministerial provisions on publication thresholds. The Governments will notify one another any time threshold levels change. The notice will contain:
 - a. Subject matter of the procurement;
 - b. Time limits set for the submission of offers or an application for solicitation; and
 - c. Addresses from which solicitation documents and related data may be requested.
2. The Governments shall provide on request copies of solicitations for proposed purchases. A solicitation shall constitute an invitation to participate in the competition and shall contain the following information:
 - a. The nature and quantity of the products or services to be supplied;
 - b. Whether the procedure is by sealed bids or negotiation;

c. The basis on which the award is to be made, such as by lowest bid price or otherwise;

d. Any delivery date;

e. The address and final date for submitting offers as well as the language or languages in which they must be submitted;

f. The address of the agency awarding the contract and providing any information required by suppliers;

g. Any economic and technical requirements, financial guarantees, and information required from suppliers;

h. The amount and terms of payment of any sum payable for solicitation documentation.

3. Any conditions for participation in procurements shall be published in adequate time to enable interested suppliers to meet the conditions, and solicitations shall allow adequate time for response, consistent with user needs.

4. Competing suppliers shall be promptly notified as to the successful offeror.

5. Upon request, suppliers shall promptly be provided pertinent information concerning the reasons why they were not allowed to participate in a procurement or were not awarded a contract.

6. There shall be published procedures for the hearing and review of complaints arising in connection with any phase of the procurement process to ensure that, to the greatest extent possible, disputes arising under procurements covered by this agreement will be equitably and expeditiously resolved between the offeror and the procuring Government.

For the Government of
the United States:

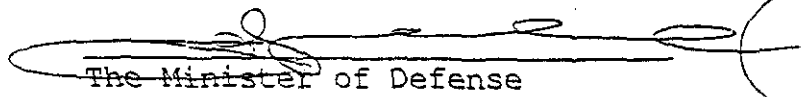
For the Government of
Norway:



The Deputy Secretary of Defense

Date:

1 / 29 / 91



The Minister of Defense

Date:

8. May 1991