

SUPPLEMENTARY DEFENSE COOPERATION AGREEMENT

BETWEEN

**THE GOVERNMENT OF
THE KINGDOM OF NORWAY**

AND

**THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**

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The Government of the Kingdom of Norway (“Norway”) and the Government of the United States of America (the “United States”), hereinafter referred to collectively as “the Parties” and individually as a “Party”,

Cognizant of the rights and obligations deriving from the North Atlantic Treaty, signed at Washington on April 4, 1949, which entered into force August 24, 1949;

Considering that United States (“U.S.”) forces, their dependents, and U.S. contractors may be present in the territory of Norway and that the purpose of such presence of U.S. forces is to further the efforts of the Parties to promote peace and security in the areas of mutual interest and benefit and to take part in common defense efforts;

Acknowledging that the presence of U.S. forces contributes to strengthening the security and stability of Norway and the region;

Desiring to share in the responsibility of supporting those U.S. forces that may be present in the territory of Norway in an equitable and sustainable manner;

Recognizing the Mutual Defense Assistance Agreement Between Norway and the United States of America, with annexes, signed at Washington January 27, 1950 (the “1950 Agreement”), which entered into force February 24, 1950, and recalling the more than seventy years of defense cooperation thereunder;

Recognizing the Agreement Between the Government of Norway and the Government of the United States of America Concerning Relief From Taxation of the United States Government Expenditures in Norway for the Common Defense, effected by exchange of notes at Oslo June 27, 1952 (the “1952 Agreement”), which entered into force June 27, 1952, with related exchange of notes at Oslo June 27, 1952;

Recognizing the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed at London June 19, 1951 (the “NATO SOFA”), which entered into force August 23, 1953, including its provision regarding separate arrangements supplementary to the NATO SOFA;

Recognizing the Acquisition and Cross Servicing Agreement Between the Government of the Kingdom of Norway Represented by the Ministry of Defense and the Government of the United States of America Represented by the Department of Defense, with annexes, signed at Oslo and Stuttgart July 8 and August 5, 2009 (the “ACSA”), which entered into force August 5, 2009;

Recognizing the Agreement Between the Government of Norway and the Government of the United States of America Relating to the Safeguarding of Classified Information, with annex,

effected by exchange of notes at Oslo February 26, 1970, which entered into force February 26, 1970, as amended by exchange of notes at Oslo September 27, 1984;

Recognizing the need to enhance their common security, to contribute to international peace and stability, and to deepen cooperation in the areas of defense and security; and

Desiring to conclude an agreement on the enhanced cooperation between the United States and Norway;

Have agreed as follows:

ARTICLE I
SCOPE AND PURPOSE

1. This Agreement sets forth the framework for enhanced partnership and defense and security cooperation between the United States and Norway, builds upon more than seventy years of defense cooperation exemplified by the 1950 Agreement, and supplements the terms and conditions set forth in the NATO SOFA that govern the presence of U.S. forces and their dependents in the territory of Norway and, in specific situations indicated herein, the presence and activities of U.S. contractors in the territory of Norway.

2. All activities under this Agreement shall be conducted with full respect for the sovereignty, laws, and international legal obligations of Norway, including with regard to the stockpiling of certain types of weapons on Norwegian territory. Nothing in this Agreement alters Norwegian policies with regard to the stationing of foreign forces on Norwegian territory, and the stockpiling or deployment of nuclear weapons on Norwegian territory.

ARTICLE II DEFINITIONS

For purposes of this Agreement, the following terms are hereunder defined:

1. "U.S. forces" means the entity comprising the force and the civilian component, and all property, equipment, and materiel (including vehicles, vessels, and aircraft operated by or for the United States) of the U.S. Armed Forces present in the territory of Norway.
2. "Force" has the meaning set forth in Article I, Paragraph 1(a), of the NATO SOFA.
3. Except as otherwise provided in Article XV of this Agreement, "civilian component" has the meaning set forth in Article I, Paragraph 1(b), of the NATO SOFA, and also includes: a) employees of non-Norwegian, non-commercial organizations who are nationals of the United States or ordinarily resident in the territory of the United States and who are not ordinarily resident in the territory of Norway, and who, solely for the purpose of contributing to the welfare, morale, or education of U.S. forces, are accompanying those forces in the territory of Norway; and b) dependents employed by U.S. forces, including for the purposes of the military service activities contemplated in Articles XXI and XXII of this Agreement, and by the non-commercial organizations referred to in this Paragraph.
4. "U.S. contractors" means legal entities that are not incorporated nor ordinarily domiciled in the territory of Norway under Norwegian law, including their employees who are not nationals of Norway nor ordinarily resident in the territory of Norway, and individuals who are not nationals of Norway nor ordinarily resident in the territory of Norway, when those entities or individuals are present in the territory of Norway under a contract or subcontract with the U.S. Department of Defense to supply goods and services in connection with activities under this Agreement.
5. "Norwegian contractors" means legal entities that are incorporated or ordinarily domiciled in the territory of Norway under Norwegian law, including their employees, employees of U.S. contractors who are nationals of Norway or ordinarily resident in the territory of Norway, and individuals who are nationals of Norway or ordinarily resident in the territory of Norway, when those entities or individuals are present in the territory of Norway under a contract or subcontract with the U.S. Department of Defense to supply goods and services in connection with activities under this Agreement.
6. "Dependent" has the meaning set forth in Article I, Paragraph 1(c), of the NATO SOFA, and also includes a family member of a member of the force or the civilian component who (a) is financially, legally, or for reasons of health dependent upon and supported by such member; (b) shares the quarters occupied by such member; and (c) is present in the territory of Norway with the consent of U.S. forces authorities.
7. "Agreed Facilities and Areas" means the facilities and areas in the territory of Norway listed in Annex A to this Agreement that are used with the consent of Norway by U.S. forces, U.S. contractors, Norwegian contractors, dependents, and others as mutually agreed.

8. "Executive Agent" means the U.S. Department of Defense for the United States and the Royal Ministry of Defence of the Kingdom of Norway for Norway, or their respective designees.

9. "Official U.S. Information" means information that is owned by, produced for or by, or is subject to the control of the United States.

ARTICLE III
ACCESS TO AND USE OF AGREED FACILITIES AND AREAS

1. With full respect for the sovereignty, laws, and international legal obligations of Norway, including with regard to the stockpiling of certain types of weapons on Norwegian territory, and with consultation and consideration of the views of both Parties, U.S. forces, U.S. contractors, Norwegian contractors, dependents, and others as mutually agreed are authorized unimpeded access to and use of Agreed Facilities and Areas for visits; training; exercises; maneuvers; transit; support and related activities; refueling of aircraft; bunkering of vessels; landing and recovery of aircraft; temporary maintenance of vehicles, vessels, and aircraft; accommodation of personnel; communications; staging and deploying of forces and materiel; pre-positioning of equipment, supplies, and materiel; security assistance and cooperation activities; joint and combined training activities; humanitarian and disaster relief activities; contingency operations; construction in support of mutually agreed activities; and such other purposes as the Parties or their Executive Agents may agree, including those undertaken in the framework of the North Atlantic Treaty. The Parties shall have joint access to and use of Agreed Facilities and Areas, except for any portions thereof specifically designated by the Parties or their Executive Agents for the exclusive access and use of U.S. forces.
2. In furtherance of such activities and purposes, Norway authorizes U.S. forces to control entry to Agreed Facilities and Areas, or portions thereof, that have been provided for exclusive use by U.S. forces, and to coordinate entry with Norwegian authorities at Agreed Facilities and Areas jointly used by U.S. forces and Norwegian Armed Forces, for purposes of safety and security. The Parties intend that the Executive Agents will establish procedures, including through implementing arrangements as appropriate, to cooperate regarding operational and security concerns for access to Agreed Facilities and Areas.
3. When requested, the Norwegian Executive Agent shall make reasonable efforts to facilitate temporary access and use by U.S. forces, U.S. contractors, and Norwegian contractors to public land and facilities (including roads, ports, and airfields) that are not a part of an Agreed Facility and Area, including those owned or controlled by Norway or by local authorities, and to private land and facilities (including roads, ports, and airfields) for use in support of U.S. forces. Such facilitation shall be without cost to U.S. forces, U.S. contractors, or Norwegian contractors.
4. In making Agreed Facilities and Areas available and in the use of such Agreed Facilities and Areas, the Parties shall give due regard to operational and security concerns. The Parties intend that the Executive Agents will establish procedures, including through implementing arrangements as appropriate, to cooperate regarding operational and security concerns at Agreed Facilities and Areas.
5. Norway shall furnish, without rental or similar costs to U.S. forces, all Agreed Facilities and Areas, including those jointly used by U.S. forces and Norwegian Armed Forces.
6. U.S. forces, U.S. contractors, and Norwegian contractors may undertake construction activities on, and make alterations and improvements to, Agreed Facilities and Areas in furtherance of the activities and purposes set forth in Article III, Paragraph 1, of this Agreement.

U.S. forces shall consult with the Norwegian Executive Agent on issues regarding such construction, alterations, and improvements, including in regards to obtaining the authorizations and permits as described in Paragraph 7 of this Article, based on the Parties' shared intent that the technical requirements and construction standards of any such projects undertaken by or on behalf of U.S. forces should be consistent with the requirements and standards of both Parties. Towards this end, the Parties intend that the Executive Agents will implement this Paragraph in accordance with mutually determined procedures, including through implementing arrangements as appropriate. U.S. forces may carry out such construction, alterations, and improvements with members of the force.

7. The Norwegian Executive Agent shall facilitate the efforts of U.S. forces in these undertakings by obtaining the necessary Norwegian authorizations and permits for such construction, alterations, and improvements, performed by or on behalf of U.S. forces. Such authorizations and permits shall be issued without cost to U.S. forces, U.S. contractors, or Norwegian contractors.

8. U.S. forces shall be responsible for the construction and development costs for Agreed Facilities and Areas provided for the exclusive use of U.S. forces, and for the operations and maintenance costs thereof, unless otherwise provided for in a previous or subsequent arrangement or agreement between the Parties.

9. The Parties shall be responsible on the basis of proportionate use for the construction and development costs and operations and maintenance costs of Agreed Facilities and Areas provided for joint use, or otherwise used jointly by U.S. forces and Norwegian Armed Forces, unless otherwise provided for in a previous or subsequent arrangement or agreement between the Parties.

10. Funding of construction projects undertaken by U.S. forces shall be in accordance with U.S. laws and regulations.

11. The Parties shall cooperate on planning regarding the use and development at, around, and adjacent to Agreed Facilities and Areas to ensure the implementation of this Agreement over the long term.

12. Nothing in this Article alters Norwegian policies with regard to the stationing of foreign forces on Norwegian territory, and the stockpiling or deployment of nuclear weapons on Norwegian territory.

ARTICLE IV
PREPOSITIONING OF DEFENSE EQUIPMENT,
SUPPLIES, AND MATERIEL

1. With full respect for the sovereignty, laws, and international legal obligations of Norway, including with regard to the stockpiling of certain types of weapons on Norwegian territory, and with consultation and consideration of the views of both Parties, U.S. forces may transport, preposition, and store defense equipment, supplies, and materiel (“prepositioned materiel”) at Agreed Facilities and Areas, and at other locations as mutually agreed. U.S. forces shall notify, in advance, the Norwegian Armed Forces regarding the types, quantities, and delivery schedules of such prepositioned materiel that U.S. forces intend to transport or preposition in the territory of Norway, as well as regarding U.S. contractors and Norwegian contractors who make such deliveries.
2. The prepositioned materiel of U.S. forces and the facilities or portions thereof designated for storage of such prepositioned materiel shall be for the exclusive use of U.S. forces. U.S. forces shall have exclusive control over the access to, use of, and disposition of such prepositioned materiel and shall have the unencumbered right to remove such prepositioned materiel at any time from the territory of Norway.
3. U.S. forces, U.S. contractors, and Norwegian contractors shall have unimpeded access to and use of storage facilities for all matters related to the prepositioning and storage of prepositioned materiel, including delivery, management, inspection, use, maintenance, and removal of such prepositioned materiel, regardless of whether these storage facilities are Agreed Facilities and Areas. Aircraft, vehicles, and vessels operated by or for U.S. forces shall have access to aerial ports and seaports of Norway and other locations, as agreed, for the delivery to, storage and maintenance in, and removal from the territory of Norway of U.S. forces’ prepositioned materiel.
4. The Parties shall consult as necessary on activities pursuant to this Article.
5. Nothing in this Article alters Norwegian policies with regard to the stationing of foreign forces on Norwegian territory, and the stockpiling or deployment of nuclear weapons on Norwegian territory.

ARTICLE V
PROPERTY OWNERSHIP

1. All buildings, non-relocatable structures, and assemblies affixed to the land in Agreed Facilities and Areas, including those altered or improved by U.S. forces, shall remain the property of Norway. All such buildings, structures, and assemblies constructed by U.S. forces shall become the property of Norway, once constructed, but shall be used by U.S. forces until no longer needed by U.S. forces.
2. U.S. forces shall return as the sole and unencumbered property of Norway any Agreed Facility or Area, or any portion thereof, including buildings, non-relocatable structures, and assemblies constructed by U.S. forces once no longer used by U.S. forces, provided that the United States shall incur no expense to do so. The Parties or their Executive Agents shall consult regarding the terms of return of any Agreed Facility or Area, including potential compensation for the mutually determined residual value, if any, of improvements or construction made by the United States.
3. U.S. forces, U.S. contractors, and Norwegian contractors shall retain title to all goods, equipment, materiel, supplies, relocatable structures, and other movable property they have imported into or acquired within the territory of Norway in connection with this Agreement unless and until such time as they surrender title.
4. The Parties or their Executive Agents may consult regarding the possible transfer or purchase of U.S. forces' equipment determined to be excess to the needs of the United States, as may be authorized by U.S. laws and regulations.

ARTICLE VI SECURITY

1. Norway shall take such measures as are necessary to ensure the protection, safety, and security of U.S. forces, U.S. contractors, Norwegian contractors, dependents, and prepositioned materiel, and the protection and security of Official U.S. Information. In furtherance of this responsibility, Norwegian and U.S. forces authorities shall cooperate closely to ensure that security and protection is provided.
2. The U.S. forces shall coordinate security plans with Norwegian authorities.
3. Consistent with Article VII, Paragraph 10 of the NATO SOFA and subject to Paragraph 4 of this Article for civilian-operated portions of Agreed Facilities and Areas, U.S. forces are authorized to exercise the rights and authorities necessary within Agreed Facilities and Areas for U.S. forces' use, operation, defense, or control of Agreed Facilities and Areas by taking appropriate and proportionate measures, including such measures necessary to maintain or restore order and to protect U.S. forces, U.S. contractors, Norwegian contractors, and dependents.
4. Within the immediate vicinity of Agreed Facilities and Areas and within civilian-operated portions of Agreed Facilities and Areas, Norwegian authorities shall take necessary measures to ensure U.S. forces' use, operation, defense, and control of Agreed Facilities and Areas. In extraordinary circumstances, and in accordance with mutually approved security plans, U.S. forces may take necessary and proportionate measures to maintain or restore the security, defense, and continuity of operations of U.S. forces.

**ARTICLE VII
ENTRY AND EXIT**

1. Norway shall not require countersignature of movement orders under Article III, Paragraph 2(b), of the NATO SOFA.
2. In accordance with the NATO SOFA, Norway shall not require passports or visas for entry into and departures from the territory of Norway for members of the force holding the required personal identity card and a valid movement order. Further, Norway shall not require visas for entry into and departure from the territory of Norway for members of the civilian component, dependents, and U.S. contractors holding a valid passport and a U.S. Department of Defense identification card, an official movement order, or letter of authorization issued by the competent authority of the United States. Norwegian authorities shall make any annotations required by Norwegian law in the passports of members of the civilian component, U.S. contractors, and dependents.
3. U.S. forces, dependents, and U.S. contractors shall be exempt from regulations governing the registration and control of aliens.
4. Should a member of the U.S. forces die or leave the territory of Norway on transfer, the dependents of such member shall continue to be accorded the status of dependents under this Agreement for a period of ninety (90) days after such death or transfer. In cases where dependent children are enrolled in education facilities in the territory of Norway prior to the member's death or transfer, the dependents shall continue to be accorded the status of dependents for a period of not less than thirty (30) calendar days after the end of the school year or termination of enrollment.

ARTICLE VIII
LOGISTICS SUPPORT

1. Norway shall use best efforts, considering its internal national requirements and available capabilities, to provide to U.S. forces, upon request, logistics support to conduct activities under this Agreement.
2. As appropriate, such logistics support shall be provided, and reimbursement made, in accordance with existing agreements or arrangements, including the ACSA, unless otherwise mutually determined.
3. For any logistics support not addressed by Paragraph 2 of this Article, U.S. forces, U.S. contractors, and Norwegian contractors shall pay reasonable costs for logistics support requested and received in connection with activities under this Agreement. In this regard, Norway shall accord to U.S. forces treatment no less favorable than is accorded to the Norwegian Armed Forces, including charging U.S. forces, U.S. contractors, and Norwegian contractors rates no less favorable than those paid by the Norwegian Armed Forces for similar logistics support, less taxes, fees, and similar charges.

ARTICLE IX
MOTOR VEHICLES

1. Norwegian authorities shall honor the registration and licensing by U.S. military and civilian authorities of motor vehicles and trailers of U.S. forces, U.S. contractors, and dependents. Upon the request of U.S. forces authorities, Norwegian authorities shall issue without charge license plates for U.S. forces' official, non-tactical vehicles in accordance with procedures established for the Norwegian Armed Forces, and license plates that are indistinguishable from those issued to the Norwegian population at large for private motor vehicles of the members of the U.S. forces, U.S. contractors, and dependents. This Paragraph shall be implemented in accordance with mutually determined procedures.

2. U.S. forces authorities shall take adequate safety measures with regard to motor vehicles and trailers registered and licensed by them or used by U.S. forces in the territory of Norway.

ARTICLE X LICENSES

1. A license or other permit issued by U.S. authorities to a member of the U.S. forces or a U.S. contractor, empowering the holder to operate vehicles, vessels, or aircraft of the force shall be valid for such operation within the territory of Norway.

2. Norwegian authorities shall accept as valid, without a driving test or fee, driving licenses issued by the United States, its States, or political subdivisions for the operation of private motor vehicles by members of the U.S. forces and their dependents, and U.S. contractors. International drivers' licenses shall not be required.

3. Norway shall not require members of the U.S. forces or U.S. contractors to obtain professional licenses issued by Norway in relation to the provision of services in connection with this Agreement to U.S. forces, dependents, U.S. contractors, and other persons as mutually agreed provided they hold a valid U.S. professional license, professional license from a Member State of the European Economic Area, or other adequate professional qualifications accepted by U.S. authorities.

ARTICLE XI
MOVEMENT OF AIRCRAFT, VESSELS, AND VEHICLES

1. In accordance with applicable clearances issued by Norwegian authorities in response to requests made pursuant to mutually determined procedures, aircraft, vessels, and vehicles operated by or exclusively for U.S. forces may enter, exit, move freely, and conduct specified activities, including but not limited to aerial refueling, within the territory of Norway. Such aircraft, vessels, and vehicles shall respect the relevant rules of air, maritime, and land safety and movement.
2. Clearances granted for multiple unspecified entries, exits, and movements within the territory of Norway shall be limited to a maximum of one year and shall not include Svalbard, Jan Mayen, and Bouvetøya.
3. Aircraft, vessels, and vehicles operated by or exclusively for U.S. forces shall be free from boarding and inspection without the consent of the United States.
4. Aircraft operated by or exclusively for U.S. forces shall not be subject to air navigation fees, dues, or other charges, such as overflight, en route, or terminal navigation fees, and shall not be subject to landing or parking fees at government-owned and operated airfields in the territory of Norway.
5. Vessels operated by or exclusively for U.S. forces shall not be subject to payment of pilotage or port fees, lighterage charges, harbor dues, or similar charges at government-owned and operated ports in the territory of Norway.
6. U.S. forces, and U.S. contractors and Norwegian contractors that are operating on behalf of U.S. forces, shall pay reasonable charges for services requested and received, at rates no less favorable than those paid by the Norwegian Armed Forces, less taxes, fees, and similar charges.

ARTICLE XII CRIMINAL JURISDICTION

1. For purposes of determining whether an alleged criminal offense has arisen out of any act or omission done in the performance of official duty by a member of the U.S. forces under Article VII, Paragraph 3(a)(ii), of the NATO SOFA, determination by the appropriate U.S. forces authority in the territory of Norway that such act or omission was done in the performance of official duty shall constitute conclusive proof of the fact. Norwegian authorities may present any information bearing on the official duty determination and U.S. authorities shall take full account of such information and the Parties shall consult as soon as practicable. In those instances where Norwegian authorities believe the circumstances require review of the duty determination, Norwegian authorities retain the option of requesting confirmation from higher U.S. authorities.
2. Norway waives its primary right to exercise criminal jurisdiction over members of the U.S. forces as provided by Article VII, Paragraph 3(c), of the NATO SOFA. In specific cases that Norwegian authorities determine involve special circumstances, Norwegian authorities may withdraw the waiver by providing a statement in writing to the competent U.S. forces authorities not later than thirty (30) days after receipt of the notification described in Paragraph 3 of this Article.
3. Subject to any particular arrangements that may be made for minor offenses, U.S. forces authorities shall notify Norwegian authorities as soon as practicable of each case falling under the provisions of Paragraph 2 of this Article.
4. Whenever a member of the U.S. forces, or a dependent, is prosecuted by Norwegian authorities, jurisdiction shall be exercised by Norwegian civilian courts of ordinary jurisdiction.
5. Members of the U.S. forces and dependents shall not be tried *in absentia* without their consent.
6. Recognizing that Norway has the right to take appropriate investigatory measures regarding alleged offenses, the competent authorities of the Parties shall cooperate in the carrying out of all necessary investigations into alleged offenses, as referred to in Article VII, Paragraph 6(a) of the NATO SOFA.

ARTICLE XIII CUSTODY AND ACCESS

1. Norwegian authorities shall notify U.S. forces authorities immediately when a member of the U.S. forces, or a dependent, is arrested or detained by Norwegian authorities. U.S. forces authorities shall have prompt access, in coordination with Norwegian authorities, to any such individual whenever requested. U.S. forces shall be permitted to be present during all proceedings, including interrogations of such member or dependent by Norwegian authorities.

2. A member of the U.S. forces or a dependent under investigation or pending trial by Norwegian authorities shall remain under the control of, or be handed over to, U.S. forces authorities, if such authorities so request, until the conclusion of all related judicial proceedings, including appellate proceedings. In such cases, U.S. forces authorities shall ensure the appearance at such proceedings of the member of the force. U.S. forces authorities shall only request that a member of the civilian component or a dependent remain under the control of or be handed over to U.S. forces authorities if such authorities are able to ensure the appearance of such persons at such proceedings. In cases that Norwegian authorities determine involve special circumstances pursuant to Article XII of this Agreement, U.S. forces authorities shall give sympathetic consideration to a request by Norwegian authorities for control of a member of the U.S. forces or a dependent until the conclusion of all judicial proceedings. In the event Norwegian judicial proceedings are not completed within one (1) year of their commencement, U.S. forces authorities shall be relieved of any obligations under this Paragraph. This period of time may be extended by six (6) months as agreed to by U.S. forces authorities and Norwegian authorities. Such an extension shall be agreed to unless this jeopardizes the defendant's right to a speedy trial. Any further extensions shall be by mutual agreement.

3. Any period of time spent in restraint exercised by Norwegian authorities or U.S. forces authorities shall be credited against any sentence to confinement eventually adjudged in the same case.

4. Except as otherwise agreed by the Parties, confinement imposed by a Norwegian court upon a member of the U.S. forces, or a dependent, shall be served in one or more Norwegian penal institutions designated for such purposes by the Parties. Norwegian authorities shall permit U.S. forces authorities to visit such persons outside of regular visiting hours and to provide such persons with assistance, including for their health, welfare, and morale, such as clothing, food, bedding, medical and dental care, and religious counseling upon coordination with the appropriate Norwegian officials. Norwegian authorities shall permit family members to visit such persons in accordance with regular visiting hours and as also may be agreed by special arrangement, and to provide such persons with appropriate assistance, including for their health, welfare, and morale upon coordination with the appropriate Norwegian officials.

ARTICLE XIV
DISCIPLINE

1. U.S. forces authorities shall be responsible for the maintenance of discipline over U.S. forces and, for this purpose, may police the Agreed Facilities and Areas or other camps, establishments, or premises where they may be located as the result of this Agreement or any other agreement or arrangement.
2. Where the Agreed Facilities and Areas or other camps, establishments, or premises, or parts thereof, are jointly used with the Norwegian Armed Forces, the appropriate authorities of the Parties shall establish coordination procedures concerning the policing of such jointly used locations.
3. Recognizing that Norway has sovereign law enforcement authorities within the territory of Norway, U.S. forces authorities may authorize the use of military police units for the maintenance of discipline over U.S. forces in communities near military facilities and areas where U.S. forces are located, in accordance with mutually determined procedures and in coordination with Norwegian officials.

ARTICLE XV CLAIMS

1. Members of the U.S. forces, including the civilian component, shall not be subject to any proceedings for civil claims or administrative penalties arising out of acts or omissions attributable to such persons done in the performance of their official duties. Such claims may be presented to Norwegian authorities and processed according to the provisions contained in Article VIII of the NATO SOFA.
2. For purposes of this Article, the term “civilian component” shall include all persons, regardless of their nationality or place of residence, who are U.S. Government employees acting in the performance of official duty as assigned by U.S. forces, but shall not include U.S. contractors, Norwegian contractors, or employees of those contractors, or non-commercial organizations, regardless of their nationality or place of residence.
3. For purposes of determining whether potential civil liability has arisen out of any act or omission done in the performance of official duty by a member of the U.S. forces, including the civilian component, certification by the appropriate U.S. forces authority in the territory of Norway that such act or omission was done in the performance of official duty shall constitute conclusive proof of the fact. Norwegian authorities retain the option of requesting confirmation from the next higher U.S. military echelon.
4. Members of the U.S. forces, including the civilian component, shall not suffer default judgments or actions prejudicial to their interests when official duties or duly authorized absences temporarily prevent their attendance at non-criminal proceedings. If this provision results in an undue delay to non-criminal proceedings, U.S. forces authorities shall promptly inform Norwegian authorities, upon their request, of the expected date of return of the individual.

ARTICLE XVI
OFFICIAL TAX EXEMPTIONS

1. Confirming the spirit of the 1950 Agreement and consistent with the 1952 Agreement, along with specific exemptions found therein, with regard to value added taxes (“VAT”), sales taxes, use taxes, excise taxes, and similar or successor taxes, an exemption shall apply to acquisitions by or for U.S. forces of goods, materiel, supplies, services, equipment, and other property (a) acquired for the ultimate use by U.S. forces; (b) to be consumed in the performance of a contract with or on behalf of U.S. forces; or (c) to be incorporated into articles or facilities used by U.S. forces. U.S. forces shall provide to Norwegian authorities an appropriate certification that such goods, materiel, supplies, services, equipment, and other property are for U.S. forces.

2. An exemption shall be applied to acquisitions referred to in Paragraph 1 in accordance with mutually determined procedures. Such an exemption shall be applied at the point of purchase, if the transaction is accompanied by the appropriate certification referred to in Paragraph 1 above. For all other purchases, or in the event a vendor is unable to provide such point of purchase exemption, the exemption shall be granted by reimbursement within thirty (30) days of receipt of a request.

ARTICLE XVII
PERSONAL TAX EXEMPTIONS

1. Confirming the spirit of the 1950 and 1952 Agreements, members of the U.S. forces and dependents shall not be liable to pay any tax, fee, license charge, or similar charges, including VAT, in the territory of Norway on the purchase, ownership, possession, use, transfer between themselves, or transfer in connection with death of their tangible movable property imported into the territory of Norway or acquired there for their own personal use. An exemption shall be applied in accordance with procedures mutually determined. Members of the U.S. forces and dependents who possess or use sound and television broadcast receiving apparatus and Internet-capable devices in the territory of Norway shall be exempt from taxes, fees, license charges, or similar charges related to such use or possession. Motor vehicles owned by members of the U.S. forces and dependents shall be exempt from Norwegian road taxes, registration or license fees, and similar charges, but not from the payment of tolls for the use of roads, bridges, and tunnels paid by members of the general public.
2. The exemption from taxes on income provided by Article X of the NATO SOFA shall also apply to:
 - a) income received by members of the U.S. forces, dependents, and employees of U.S. contractors who are not nationals of Norway nor ordinarily resident in the territory of Norway from employment with the organizations referred to in Article II, Paragraph 3, of this Agreement; and activities addressed in Articles XXI and XXII of this Agreement;
 - b) income received by members of the U.S. forces and dependents from any individual, corporation, or entity other than Norwegian individuals, corporations, or entities residing within the territory of Norway for tax purposes; and
 - c) salaries, wages, and other similar remuneration received by employees of U.S. contractors who are present in the territory of Norway solely to perform a contract or subcontract for U.S. forces from employment under such contract or subcontract, as well as income received by such employees of U.S. contractors from any individual, corporation, or entity other than Norwegian individuals, corporations, or entities residing within the territory of Norway for tax purposes. The Parties intend to consult as necessary to effect the shared goal of preventing abuse by U.S. contractors of the rights granted under this provision.
3. The provisions of Norwegian laws and regulations pertaining to the obligation of an employer or self-employed individual to withhold or prepay income taxes and social security contributions shall not be applicable to income exempt from taxation in the territory of Norway.

ARTICLE XVIII
OFFICIAL IMPORTATION AND EXPORTATION

1. Confirming the spirit of the 1950 and 1952 Agreements, along with the specific exemptions found therein, and with reference to Article XI of the NATO SOFA, goods, materiel, supplies, equipment, and other property (a) imported by U.S. forces; (b) which are for the ultimate use by or for U.S. forces, including to support military service activities provided for in Articles XXI and XXII of this Agreement; (c) which are to be used or consumed in the performance of a contract with or on behalf of U.S. forces; or (d) which are to be incorporated into articles or facilities used by U.S. forces, shall be permitted entry into the territory of Norway free from duties, import or registration fees, and other similar charges, including but not limited to use taxes, excise taxes, and VAT.

2. The goods, materiel, supplies, equipment, and other property referred to in Paragraph 1 of this Article shall be free from any tax or other charge that would otherwise be assessed upon such property after its importation or acquisition, and shall be free from Norwegian export duties upon exportation.

3. The Parties shall cooperate as necessary to ensure that the quantities of goods, materiel, supplies, equipment, and other property imported are reasonable. U.S. forces shall provide Norwegian authorities an appropriate certificate, as provided for in Article XI, Paragraph 4 of the NATO SOFA, that such goods, materiel, supplies, equipment, and other property qualify for the exemption under the terms of this Article. Deposit of the certificate shall be accepted in lieu of a customs inspection by Norwegian authorities of the items imported and exported by or for U.S. forces under this Article. When goods, materiel, supplies, equipment, and other property are imported by U.S. contractors or Norwegian contractors under the terms of this Article, U.S. forces shall require such contractors to use the items exclusively for the execution of U.S. forces' contracts.

ARTICLE XIX
PERSONAL IMPORTATION AND EXPORTATION

1. Members of the U.S. forces, dependents, and U.S. contractors may import their personal effects, furniture, private motor vehicles and other goods intended for their personal or domestic use or consumption free of customs duty and taxes during their assignment in the territory of Norway. This privilege shall apply not only to goods that are the property of such persons but also to goods sent to them by way of gift or delivered to them in fulfillment of contracts concluded with persons not domiciled in the territory of Norway. This Paragraph shall be implemented in accordance with mutually determined procedures.

2. The goods referred to in Paragraph 1 of this Article and other goods acquired free of taxes and/or duties may be sold or otherwise transferred to persons in the territory of Norway. Payment of any taxes due as the result of transactions with persons not entitled to import such goods shall be the responsibility of the ultimate recipient of such goods. Members of the U.S. forces, dependents, and U.S. contractors may freely transfer property referred to in Paragraph 1 of this Article between themselves and such transfers shall be free of tax and/or duty. U.S. forces shall maintain records of these transfers of tax or duty free merchandise. Norwegian authorities shall accept duly filed police reports as conclusive proof that duty and tax free goods of members of the U.S. forces, dependents, and U.S. contractors have been stolen, which shall relieve the individuals of any liability for payment of the tax or duty.

3. Members of the U.S. forces, dependents, and U.S. contractors may re-export (or export) free of export duties or charges, any goods imported (or acquired) by them into the territory of Norway during their period of duty.

ARTICLE XX
CUSTOMS PROCEDURES

1. Norway shall take all appropriate measures to ensure the smooth and rapid clearance of imports and exports contemplated under this Agreement. Any customs inspection shall take place expeditiously.
2. Customs inspections under this Agreement shall be carried out in accordance with procedures mutually agreed between Norwegian authorities and U.S. forces. Any customs inspection by Norwegian customs authorities of incoming or outgoing personal property of members of the U.S. forces or dependents shall be conducted when the property is delivered to or picked up from the individual's residence or in accordance with mutually determined procedures.
3. Official U.S. Information may be imported into and exported from the territory of Norway without being subjected to a customs inspection. Official U.S. Information shall be appropriately marked and shall be certified as such by the appropriate U.S. forces authorities.
4. U.S. forces authorities shall establish the necessary measures at facilities where U.S. forces are located to prevent abuses of the rights granted under the customs provisions of the NATO SOFA and this Agreement. U.S. forces authorities and Norwegian authorities shall cooperate in the investigation of any alleged customs violations.

ARTICLE XXI
MILITARY SERVICE ACTIVITIES

1. U.S. forces may establish military service exchanges, commissaries, other sales outlets, open messes, social and educational centers, and recreational service areas in the territory of Norway at mutually agreed locations for use by members of the U.S. forces, dependents, and other categories of authorized personnel as mutually agreed. U.S. forces authorities may operate and maintain the foregoing military service activities directly or through contract with other organizations.

2. U.S. forces may enter into contracts with financial institutions to operate banking and other financial activities in the territory of Norway for purposes under this Agreement for the exclusive use of U.S. forces, U.S. contractors, and dependents, under the current DoD Overseas Military Banking Program or future similar framework, including, but not limited to, enabling cash withdrawals from and deposits to accounts, enabling bill payments, transfer of funds, and online services.

3. The activities and organizations referred to in this Article shall be accorded the same fiscal and customs exemptions granted to U.S. forces. With full respect for Norwegian laws and regulations, such activities and organizations shall be maintained and operated solely in accordance with applicable U.S. laws and regulations. Such activities and organizations shall not be required to collect or pay taxes or other fees for activities related to their operations.

4. U.S. forces shall adopt appropriate measures to prevent the sale of goods and property imported into or acquired in the territory of Norway by the activities and organizations referred to in Paragraphs 1 and 2 of this Article to persons who are not authorized to patronize such activities or organizations.

ARTICLE XXII
MILITARY POST OFFICES

1. U.S. forces may establish, maintain, and operate military post offices for use by U.S. forces, dependents, U.S. contractors, and other categories of authorized personnel as mutually agreed.
2. Mail posted at such post offices may bear U.S. stamps.
3. Recognizing the customary rights of territorial sovereigns, U.S. forces' official mail shall be exempt from inspection, search, or seizure.
4. U.S. forces authorities shall establish appropriate and necessary measures at military post offices to prevent the improper importation of goods into the territory of Norway by members of the U.S. forces, dependents, and U.S. contractors.

**ARTICLE XXIII
CURRENCY AND EXCHANGE**

1. U.S. forces shall have the right to import, export, and use U.S. currency or financial instruments expressed in the currency of the United States in any amount.

2. U.S. forces authorities may distribute to or exchange for members of the U.S. forces and dependents currency of, and instruments denominated in, the currency valid in:
 - (a) the United States;
 - (b) Norway;
 - (c) the Euro zone; and
 - (d) any other country, to the extent required for the purpose of authorized travel, including travel on leave.

3. Members of the U.S. forces and dependents may:
 - (a) Import and export U.S. currency and instruments denominated in currency of the United States; and
 - (b) Export from the territory of Norway any currency, and instruments denominated in any such currency, provided that such U.S. forces or dependents have either imported such currency or instruments into the territory of Norway, or received such currency or instruments from U.S. forces.

4. U.S. forces authorities shall, in consultation with Norwegian authorities, take appropriate measures in order to prevent any abuse of the rights granted under this Article and to safeguard the system of foreign exchange regulations of Norway insofar as they apply to personnel covered by this Agreement. It is the duty of members of the U.S. forces and dependents to respect the foreign exchange laws of each of the Parties.

ARTICLE XXIV
LABOR

U.S. forces and organizations conducting those military service activities described in Articles XXI and XXII of this Agreement may recruit and employ dependents, as well as persons authorized to be employed in the territory of Norway. Such dependents shall not be required to possess a work permit for the employment referenced in this Article. The United States does not waive its sovereign immunity regarding the employment of such personnel under this Agreement, and procedures for their employment shall be described in an implementing arrangement.

ARTICLE XXV
CONTRACTING PROCEDURES

1. U.S. forces may contract for any goods, materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of Norway without restriction as to choice of contractor, supplier, or person who provides such goods, materiel, supplies, equipment, or services. U.S. forces shall strive to utilize Norwegian suppliers of goods, materiel, supplies, equipment, and services to the greatest extent practicable, in accordance with U.S. laws and regulations. Such contracts shall be solicited, awarded, and administered in accordance with U.S. laws and regulations. Offerors and contractors shall be clearly informed of the applicable laws and regulations in the solicitation and contract documents.

2. Norway shall accord to U.S. forces treatment in the matter of procurement of goods, services, and utilities no less favorable than is accorded to the Norwegian Armed Forces.

ARTICLE XXVI
U.S. CONTRACTORS

1. Terms and conditions of employment for U.S. contractors shall be set by U.S. forces in accordance with applicable U.S. laws and regulations, and with respect for Norwegian law, to the degree not inconsistent with the military requirements of U.S. forces. U.S. contractors shall be exempt from Norwegian laws and regulations with regard to the licensing and registration of businesses and corporations solely with regard to the provision of goods and services to U.S. forces in the territory of Norway.

2. Employees of U.S. contractors shall be exempt from any requirement to possess a work permit in Norway for work exclusively under contract with or for U.S. forces. U.S. contractors shall be exempt from all corporate tax arising solely from the delivery to U.S. forces of goods or services, or from construction of facilities for U.S. forces. Such contractors shall not be subject to any form of income or profits tax by Norway or local authorities on that portion of its income or profits derived from a contract or subcontract with U.S. forces. U.S. contractors and employees of U.S. contractors shall be exempt from tax reporting obligations to the extent they are exempt from taxation in the territory of Norway.

ARTICLE XXVII
ENVIRONMENT, PUBLIC HEALTH, AND SAFETY

1. The United States confirms that it shall respect relevant Norwegian environmental, public health, including sanitary and phytosanitary matters, and safety laws in the execution of U.S. policies. Norway confirms its policy to implement environmental, public health, and safety laws, regulations, and standards with due regard for the health and safety of U.S. forces, dependents, and U.S. contractors. The Parties agree to pursue a preventative rather than a reactive approach to environmental protection, public health, and safety. The competent authorities of the Parties intend to consult in matters relating to the environment, public health, and safety.

2. To assist in the environmentally sound management of hazardous wastes, Norway shall designate an entity as the competent authority for the purpose of its required notifications under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, adopted at Basel on March 22, 1989, and any implementing legislation. U.S. forces shall provide the information required for Norway to comply with such obligations.

ARTICLE XXVIII
UTILITIES AND COMMUNICATIONS

1. U.S. forces, U.S. contractors, and Norwegian contractors shall be allowed to use water, electricity, and other public utilities in connection with activities under this Agreement on terms and conditions, including rates or charges, no less favorable than those available to the Norwegian Armed Forces or Norway in like circumstances, free from taxes or other government fees or charges. U.S. forces' costs shall be equal to their pro rata share of the use of such utilities.

2. The Parties recognize that it may be necessary for U.S. forces to use the radio spectrum in connection with activities under this Agreement. The United States shall be allowed to operate its own telecommunication systems (as "telecommunication" is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use, all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States. U.S. forces shall coordinate the use of frequencies with the Norwegian Executive Agent unless urgent operational requirements do not permit such coordination.

**ARTICLE XXIX
IMPLEMENTATION AND DISPUTES**

1. All obligations under this Agreement shall be subject to the availability of appropriated funds authorized for these purposes.
2. As appropriate, the Parties or their Executive Agents may enter into implementing agreements or arrangements to carry out the provisions of this Agreement.
3. The Executive Agents shall consult as necessary to ensure the proper implementation of this Agreement. The Executive Agents shall develop procedures for consultation between their respective staffs on all matters concerning the effective implementation of this Agreement.
4. Disputes concerning the interpretation or application of this Agreement shall be resolved at the lowest level possible and, as necessary, elevated to the Executive Agents for consideration and resolution. Those disputes that cannot be resolved by the Executive Agents shall be referred to the Parties for consultation and resolution, as appropriate.
5. Disputes and other matters subject to consultation under this Agreement shall not be referred to any national court, or to any international court, tribunal, or similar body or to any other third party for settlement.

ARTICLE XXX
ENTRY INTO FORCE, AMENDMENT, AND DURATION

1. This Agreement shall enter into force on the date of the later note in an exchange of notes between the Parties indicating that each Party has completed its internal procedures necessary for entry into force of this Agreement.
2. This Agreement may be amended by written agreement of the Parties.
3. This Agreement shall have an initial term of ten (10) years. After the initial term, it shall continue in force, but may be terminated by either Party upon one (1) year's written notice to the other Party through diplomatic channels.
4. Annex A to this Agreement shall form an integral part of this Agreement and may be amended by written agreement of the Parties or their Executive Agents.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, United States of America, on the _____ day of _____, 2021, and Oslo, Norway, on the _____ day of _____, 2021, in duplicate, in the Norwegian and English languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE
KINGDOM OF NORWAY:**

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**

ANNEX A

Agreed Facilities and Areas

- Rygge Military Air Station and Airfield
- Sola Military Air Station and Airfield
- Evenes Military Air Station and Airfield
- Ramsund Naval Station