

**MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF
SECURITY, DEFENCE AND PREPAREDNESS
BETWEEN NORWAY AND ICELAND**

1. Parties

This instrument constitutes an MOU between Norway and Iceland (hereinafter referred to as “the Parties”) on cooperation in the field of security, defence and preparedness.

2. Objective and scope

2.1 Purpose

The purpose of this MOU is to confirm the political determination to broaden existing peacetime cooperation between the Icelandic and the Norwegian authorities on matters concerning security, defence, preparedness and rescue operations in the North Atlantic area.

Pursuant to Iceland's and Norway's decision to enhance the aforementioned bilateral peacetime cooperation, regular consultations will *inter alia* be held and coordination and cooperation strengthened in order to improve preparedness in these areas. The cooperation is based on the North Atlantic Treaty, the NATO membership of the two countries, and the obligations derived therefrom. This MOU neither applies to nor affects the aforementioned obligations.

The Parties agree that they have a number of common interests in the North Atlantic area. Their chief aim is to contribute to permanent stability and security in this area. These common interests can be safeguarded by strengthening cooperation between the Parties, which will be further developed in partnership with other member states of NATO in the same area.

The Parties will inform their allies in NATO about this MOU and its implementation. The Parties will also increase consultations and coordination between the allies concerning security issues in the North Atlantic area within a broader context.

2.2 Scope

This MOU is not to be considered an agreement within the meaning of the Vienna Convention of 1969.

This MOU is not intended to conflict with national or international law, or with any existing international agreements between the Parties. In the event of a conflict of laws, national or international law and existing international agreements between the Parties shall prevail. The Parties will notify each other in the event of any such conflict.

2.3 Areas of cooperation

The Norwegian and the Icelandic Governments have decided to strengthen their cooperation in the followings areas:

2.3.1 Exchange of information and training

The Parties will hold consultations every six months between senior officials from the government ministries concerned, alternately in Iceland and Norway. A timetable for the consultations will be prepared on a regular basis and approved by the Parties.

The Parties will exchange information on contact persons chosen from among the senior officials of the ministries concerned and on potential contacts in government agencies.

The Parties will strengthen contact between their police and security authorities.

Norway will assist in the education and training of Icelandic personnel in the field of air surveillance and control, the duration and extent of which are to be agreed. Norway will also continue to offer courses for Icelandic personnel in intelligence and security matters.

2.3.2 Search and rescue services and civil emergency preparedness

On the basis of this MOU, the Parties will prepare an agreement between the ministries concerned on the exchange of information concerning maritime traffic surveillance, search and rescue services, cooperation on procurement of equipment, including new rescue helicopters, and civil emergency preparedness.

2.3.3 Defence cooperation

On the basis of common needs, the Parties will promote opportunities for visits, exercises and other defence activities, including with the participation of special forces, naval and coast guard vessels and Norwegian fighter and reconnaissance planes in Iceland and in Icelandic airspace.

2.3.4 Planning and operations

The Parties will enhance cooperation on the planning and carrying out of operations by air, naval and coast guard forces in Iceland and the waters around Iceland.

3. Host nation support

The Icelandic authorities will provide host nation support to Norwegian personnel and activities related to joint activities in Icelandic territory within the framework of this MOU. Iceland will bear the costs related to quarters, provisions and necessary ground support and to the use of facilities at Keflavík Base. The Parties will agree beforehand on the scale and type of the support provided.

The defence cooperation will be based on NATO standards and procedures applicable to host nation support (including MC319/1, MC 334/1, AJP 4.5(A), STANAG 3113 and STANAG 2034).

In addition to this MOU, the Parties will prepare a detailed technical agreement and a summary of needs in connection with necessary exercises in Iceland. The exact need for different kinds of presence and exercises in Iceland will be determined in advance on a case-by-case basis.

4. Status, etc.

Matters regarding status, jurisdiction, discipline and damages relating to the forces and personnel of one of the Parties that are participating in defence cooperation under this MOU and are, for that reason, located in the territory of the other Party shall be dealt with pursuant to the provisions of the NATO Status-of-Forces Agreement (SOFA).

Iceland has ratified the NATO SOFA of 1951. The provisions of that agreement will constitute part of the basis for the extended cooperation between Norway and Iceland, which will be incorporated as an integral part of broad-based cooperation between Norway, Iceland and other NATO countries in the North Atlantic area.

5. Costs

Each Party shall bear the costs related to its own activities under this MOU, unless otherwise agreed by the Parties, or unless otherwise required by the provisions of this MOU or technical agreements concluded within its framework. This MOU does not apply to the transfer of funds from one Party to the other.

6. Exchange and protection of classified information

All classified information that is exchanged or generated in connection with activities under this MOU shall be used, transmitted, stored and processed in accordance with the legislation and security requirements of the Parties and, where appropriate, in accordance with bilateral agreements between them on security matters, while complying, as a minimum, with the protection rules of NATO Document C-M(2002)49, "Security within the North Atlantic Treaty Organisation", of 17 June 2002, as subsequently amended.

Each Party shall take all legally authorised measures to ensure that classified information that is disclosed or generated in connection with activities under this MOU is not disclosed to third parties without the consent of the other Party.

7. Settlement of disputes

Any dispute regarding the interpretation or application of this MOU will be resolved through consultations between the Parties at the lowest possible level and will not be referred to any national or international tribunal or another third party for settlement.

8. General provisions

This MOU will enter into force when it has been signed by both Parties.

This MOU may be amended at any time by mutual agreement of the Parties.

Either Party may terminate this MOU by providing 120 days' written notice to the other Party. In that case, all classified information that has been exchanged or generated within the framework of this MOU will continue to be protected in accordance with Section 5 of this MOU.

This MOU is done in two languages, Norwegian and Icelandic, in four sets of originals, accompanied by a verified English translation.

OSLO,

Valgerður Sverrisdóttir
Minister for Foreign Affairs of Iceland

Jonas Gahr Støre
Minister of Foreign Affairs of Norway