

No. 28453

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**DENMARK  
(INCLUDING GREENLAND)  
and  
UNITED STATES OF AMERICA**

**Memorandum of understanding concerning use of Sondrestrom aviation facility, Kulusuk airfield and other matters related to United States military activities in Greenland. Signed at Copenhagen on 13 March 1991**

*Authentic texts: Danish and English.*

*Registered by Denmark on 29 October 1991.*

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**DANEMARK  
(Y COMPRIS LE GROENLAND)  
et  
ÉTATS-UNIS D'AMÉRIQUE**

**Mémorandum d'accord relatif à l'utilisation des facilités d'aviation de Sondrestrom, de l'aérodrome de Kulusuk et à d'autres questions relatives aux activités militaires des États-Unis au Groenland. Signé à Copenhague le 13 mars 1991**

*Textes authentiques : danois et anglais.*

*Enregistré par le Danemark le 29 octobre 1991.*

MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK (INCLUDING THE HOME RULE GOVERNMENT OF GREENLAND) AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING USE OF SONDRESTROM AVIATION FACILITY, KULUSUK AIRFIELD AND OTHER MATTERS RELATED TO UNITED STATES MILITARY ACTIVITIES IN GREENLAND

**Introductory provisions**

**Article I**

*Purpose and Relation to Agreements in Force*

1. This Memorandum of Understanding (MOU) delineates the rights, authority and responsibilities of the Government of the United States of America and the Government of the Kingdom of Denmark (including the Home Rule Government of Greenland), hereinafter referred to as Denmark/Greenland, regarding military and civilian use of facilities at Sondrestrom Aviation Facility (Sondrestrom) and Kulusuk Airfield (Kulusuk) and other matters related to United States military presence in Greenland.

2. This MOU is in implementation of the United States-Denmark Agreement Concerning the Defense of Greenland, dated April 27, 1951,<sup>2</sup> and related agreements (hereinafter referred to as the 1951 Agreement). Upon entry into force, this MOU supersedes the United States Air Force (USAF) – Royal Greenland Trade Department (RGTD) Agreement of April 15, 1976 concerning the use of Sondrestrom, except as otherwise provided, and the 1965 Agreement concerning the use of Kulusuk and all supplementary instructions thereto. The Parties recognize the applicability of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), signed on 19th June 1951<sup>3</sup> to the execution of this MOU.

3. In addition to general provisions for US military presence in Greenland, this MOU provides for an orderly transition of responsibility from US forces to Danish/Greenlandic authorities for the operation and support of Sondrestrom and Kulusuk. After the transition phase,

US forces shall have the right to use facilities at Sondrestrom and Kulusuk for occasional missions, exercises or in a contingency.

**General provisions for US military activities in Greenland**

**Article II**

*Overflight*

When Danish authorities issue diplomatic clearance to overfly Danish territory in Greenland by state aircraft of restricted countries, overflight of any facility used in whole or in part by the US forces in Greenland will be specifically forbidden. A list of restricted countries will be established by the Parties.

**Article III**

*Use and Ownership of Equipment and Property*

1. Without prejudice to the provisions of Article XI of the 1951 Agreement, in the event of withdrawal from facilities in Greenland by US forces, if Denmark/Greenland requires the continued use of US owned facilities and equipment, US authorities will enter into such arrangements with Danish/Greenlandic authorities as may be mutually agreed and permitted by the laws of the Parties to ensure such continued use. In connection with such withdrawal, the Parties will endeavour to avoid to the extent possible disruption of Danish/Greenlandic operations. Furthermore, the Government of Denmark shall have the right, pursuant to applicable US laws, of first purchase of such US property and equipment at the subject facilities which is determined to be excess by the Government of the United States and available for disposition.

<sup>1</sup> Came into force on 13 March 1991 by signature, in accordance with article XVI.

<sup>2</sup> United Nations, *Treaty Series*, vol. 94, p. 35.

<sup>3</sup> *Ibid.* vol. 199, p. 67.

2. Upon final termination of the use by US forces of any non-removable property, such property will be offered to the Government of Denmark, which will for property constructed after this MOU enters into force compensate the Government of the United States for the residual value, if any, of such property as determined by mutual agreement. Such property shall include those basic utility systems and other fixtures which have been permanently installed in or affixed to the property.

#### Article IV

##### *Construction and Contracting for Goods and Services*

1. In accordance with existing agreements and practices, and with their respective laws and regulations, either Party may award contracts to commercial enterprises for goods and services, including construction projects, in Greenland and may procure directly from any US or Danish/Greenlandic source and may use its own military or civilian personnel to perform services or construction projects.

2. When, in the future, the Government of the United States, for the support of US military facilities in Greenland, plans to establish long-haul telecommunication facilities and services in Greenland, the Government of the United States will consider sympathetically the availability of such facilities and services from Greenlandic sources and, to the extent compatible with its requirements and US law, will endeavour to utilize such Greenlandic facilities and services in a manner consistent with Danish/Greenlandic law.

3. The United States will, when permissible under US law, offer competitive contracts to Greenlandic airline companies for US military air transportation requirements within Greenland. This undertaking is without prejudice to the right of the United States to use military aircraft within Greenland. Likewise, without prejudice to existing contracts, and when permissible by US law, the United States will offer competitive contracts to Greenlandic companies for US military sealift requirements within Greenland and between Greenland and Denmark. Furthermore, the United States will consider sympathetically other proposals from Danish/Greenlandic authorities concerning use of Greenlandic sources.

#### Article V

##### *Accidents and Other Emergencies*

US military authorities shall at all times have command and control of US military aircraft, other US property, and US forces personnel. In case of accidents occurring to US military aircraft in Greenland, US military authorities and Danish authorities will cooperate in the adoption of rescue measures. An investigation of aircraft accidents will be carried out in accordance with Danish air navigation legislation. US military authorities, in consultation with Danish authorities, will conduct investigations required by US military regulations. Danish authorities will, in accordance with procedures to be mutually agreed, have the right to participate in custody and control of any US military aircraft which may crash in Greenland. The removal of the damaged aircraft and its contents shall be the responsibility of the United States which shall bear the cost of such removal.

#### Article VI

##### *Protection of the Environment*

1. Without prejudice to the 1951 Agreement, especially Article XI, and other relevant agreements, all known hazardous substances generated by US military sources (including civilians employed by US military forces), to include waste oils, chemical solvents, friable asbestos, and PCBs, at military installations from which US forces are withdrawing, shall be disposed of, or otherwise rendered non-hazardous, by US authorities.

2. US authorities will provide Danish/Greenlandic authorities with a report on all such known substances present in US military facilities which they intend to abandon. At the request of the Danish/Greenlandic authorities, a joint US and Danish/Greenlandic inspection will be performed to verify the above report.

3. The US authorities will provide the Danish/Greenlandic authorities with a report confirming that appropriate action has been taken with regard to such substances.

#### Article VII

##### *Permanent Committee*

1. In order to facilitate consultation and exchange of information on matters relating to

the US military presence in Greenland, a United States-Danish Permanent Committee will be established on the date of entry into force of this MOU.

2. The Permanent Committee shall be composed of representatives from the Government of the United States and representatives from the Government of Denmark and from the Home Rule Government of Greenland.

3. The Permanent Committee shall consult and exchange information on all matters pertaining to the US military presence in Greenland in general and to the present MOU in particular. The US representative will provide the Danish representative with timely information concerning any plans for significant changes to US military operations or facilities which could have an impact on the economy or environment in Greenland. Matters falling under the scope of the United States-Danish Committee on Greenland Projects will not be dealt with by the Permanent Committee.

4. In the event that disagreement arises over a problem which cannot be resolved by the Permanent Committee, the issue shall be referred for resolution through diplomatic channels.

5. The Permanent Committee will hold regular meetings at least once a year.

6. All meetings shall be held in closed sessions, unless otherwise agreed by the Permanent Committee. The release of any information in whatever form concerning the deliberations of the Committee shall be as mutually agreed upon in the Committee.

#### Article VIII

##### *Availability of Funds*

The obligations of the Parties under this MOU are subject to the availability of funds in accordance with their respective national laws and procedures.

#### **Provisions for US Forces Operations at Sondrestrom and Kulusuk**

Articles IX-XIV apply during the transition phase as defined in Article XIII and, subsequently, during such periods that US forces are engaged in military activities as defined in Article XV of this MOU.

#### Article IX

##### *Aircraft Operations*

1. US military flights and military-chartered flights will continue to have unhampered overflight and landing rights without fees or charges pursuant to the 1951 Agreement and this MOU. Danish authorities shall be solely responsible for all aspects of civil aviation operations at Sondrestrom and Kulusuk and will arrange such operations so as to avoid any interference with US, Danish or other NATO military use of Sondrestrom or Kulusuk. In case of surge requirements for US or Danish military aircraft in time of war, NATO alert and, subject to agreement by both governments, during other periods of crisis, tension, other emergency, or military exercise, US or Danish authorities may require civil air operations to be curtailed or suspended.

2. All aircraft utilizing Sondrestrom and Kulusuk must comply with applicable US or Danish regulatory requirements as appropriate for safe and efficient operation. US authorities will have responsibility to ensure such compliance by US military aircraft and will provide appropriate guidance to aircraft chartered by the US forces. Danish authorities will have responsibility to ensure such compliance by civil aircraft and Danish or third country military aircraft.

#### Article X

##### *Operation of Civilian Aviation Facilities*

1. A schedule of civil aviation operations at Sondrestrom will be maintained by the Danish authorities. An updated copy of the schedule will be provided to the senior US military commander in Greenland on a monthly basis.

2. The passengers, crew and cargo of civil aircraft (other than aircraft chartered by the US forces) and other civilians not employed by US forces will be the responsibility of Danish authorities. Such persons will, upon registration by the Danish authorities, be permitted to stay in Sondrestrom on a non-permanent basis and to use Sondrestrom as a point of departure or destination, in particular for tourist purposes. Such persons will not be permitted to enter areas, buildings and installations marked as restricted areas. The Government of Denmark

will reimburse the Government of the United States for costs incurred by provision of services to these persons.

Article XI  
*Claims*

With regard to claims arising in connection with civil aviation operations at Sondrestrom, Section VII, para 3 of the Agreement of April 15, 1976 concerning use of Sondrestrom will continue to apply during the period of transition and subsequently in situations as described in Art. XV in cases where the Government of the United States is providing services at the request of Danish/Greenlandic authorities.

Article XII  
*Law and Order*

1. The Government of Denmark shall be responsible for law and order at Sondrestrom. Appropriate Danish authorities shall take measures to ensure the protection and safety of all persons at Sondrestrom, including passengers of civil aircraft, and will enforce applicable laws and regulations of Denmark/Greenland. They will take measures to prevent personnel, including passengers, from interfering with military operations.

2. US military authorities shall maintain discipline and order among members of the US forces, the civilian component, and their dependents. The US military authorities may take measures to protect US personnel and property and to prevent sabotage, espionage and subversion.

3. Danish and US authorities shall cooperate in matters of security and maintenance of law and order, under procedures to be mutually agreed.

Article XIII  
*Process of Transition*

1. The US Air Force will cease operating Sondrestrom Air Base by September 30, 1992 and terminate its use of Kulusuk and all DYE-sites by September 30, 1991. The Danish/Greenlandic authorities will have full responsibility for the operation of Sondrestrom Airport and Kulusuk Airfield from October 1, 1992 and October 1, 1991, respectively.

2. The Parties have established a Transition Committee which is responsible for supervising the process of transition at Sondrestrom, Kulusuk and the DYE-sites. The Committee will establish by mutual agreement a schedule for the transfer of responsibility for the operation of facilities at Sondrestrom and Kulusuk on a phased basis that will ensure completion of the timely and orderly withdrawal of the US Air Force and assumption of full responsibility by Danish/Greenlandic authorities by the dates stated in para 1. The Committee will also establish by mutual agreement the procedures to be followed concerning the final disposition of the DYE-sites.

3. As the transition of these facilities proceeds in accordance with the agreed schedule, the US authorities will provide services for which it remains responsible in the same manner as heretofore provided, in particular under Section IV of the USAF-RGTD Agreement of April 15, 1976, unless otherwise agreed upon by the Parties.

Article XIV  
*Responsibilities for Operating Facilities*

1. The operation, maintenance, construction, modernization, alteration, and repair of facilities at Sondrestrom and Kulusuk exclusively utilized for support of civil aviation or other activities of Danish/Greenlandic personnel, and all costs arising therefrom, are the responsibility of the Government of Denmark. Aeronautical facilities and services presently operated by the US forces at Sondrestrom and Kulusuk will be turned over to the Government of Denmark under agreed terms on a phase-down basis, commencing with air traffic services not later than January 1, 1992, and to be completed by September 30, 1992.

2. The operation, maintenance, construction, modernization, alteration and repair of facilities at Sondrestrom and Kulusuk exclusively utilized for US military operations, and all costs arising therefrom, are the responsibility of the Government of the United States.

3. The Government of the United States is not obligated to continue to provide any facilities, equipment, or services longer than or to any greater extent than required for US military purposes, as provided for in this MOU, particularly Art. XIII, para 3.

**Preservation of US access to Sondrestrom and Kulusuk**

**Article XV**

1. After the transition phase Sondrestrom will become a civil aviation facility.

2. In consideration of the Government of the United States relinquishing all rights to residual value of non-removable property (except as provided in Art. III, para 2 of this Agreement) and the transfer of excess movable property in accordance with US laws and regulations, US forces shall be entitled to priority use of the runway, parking and refueling facilities at Sondrestrom and Kulusuk during situations described in para 3 below.

3. During periods of war, NATO alert and, subject to agreement by both Governments, during other periods of tension, crisis, other emergency or military exercise, US forces shall have use of these facilities as required for occasional missions, exercises and contingency operations under arrangements provided in this MOU.

4. The Government of the United States will consult with the Government of Denmark a reasonable time in advance of its intended use of Sondrestrom and Kulusuk. Normally, such

consultations will be conducted at least seventy two (72) hours in advance.

5. The Government of the United States will pay all costs for services and supplies requested and received by US forces incident to occasional use of Sondrestrom and Kulusuk pursuant to this article. The fees charged for such services and supplies will not be greater than those charged to Danish and Greenlandic users and purchasers of the same or similar services and supplies.

**Entry into force and duration**

**Article XVI**

This MOU shall enter into force on the date of signature by both Parties, and will remain in force for the duration of the 1951 Agreement, unless terminated earlier by written notification provided two years in advance by either Party. This understanding may be amended at any time by mutual agreement of the Parties.

In witness whereof, the undersigned representatives have signed this Agreement. Done in Copenhagen, this thirteenth day of March, 1991, in duplicate, in Danish and English languages, both texts being equally authentic.

For the Government  
of the United States of America:

KEITH L. BROWN

For the Government of the Kingdom of Denmark  
(including the Home Rule Government of Greenland):

For the Government of Denmark:

FLEMMING HEDEGAARD

For the Home Rule  
Government of Greenland:

LARS VESTERBIRK