



Treaty Series No. 20 (1949)

Agreement

between the Government of the United Kingdom
and the Royal Danish Government

making Further Provision for the Supply of
certain Aircraft and Equipment
to Denmark

[with Appendix]

London, 4th March, 1948

*Presented by the Secretary of State for Foreign Affairs to Parliament
by Command of His Majesty*

LONDON
HIS MAJESTY'S STATIONERY OFFICE

TWOPENCE NET

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM AND THE ROYAL DANISH GOVERNMENT, MAKING FURTHER PROVISION FOR THE SUPPLY OF CERTAIN AIRCRAFT AND EQUIPMENT TO DENMARK

London, 4th March, 1948

The Government of the United Kingdom of Great Britain and Northern Ireland and the Royal Danish Government;

Desiring to make arrangements for the supply by the Government of the United Kingdom to Denmark of certain aircraft and equipment to constitute second and third years' maintenance backing for the aircraft and equipment previously supplied under the Agreement of 16th August, 1946,⁽¹⁾ between the two Governments;

Have agreed as follows:—

ARTICLE 1

1. Subject to the provisions of paragraphs 2 and 3 of this Article, the Government of the United Kingdom agree to sell, and the Royal Danish Government agree to purchase, the aircraft and equipment specified in the Appendix to this Agreement.

2. The aircraft and equipment specified in the Appendix shall be delivered as soon as possible, and the Government of the United Kingdom will endeavour to complete deliveries within six months from the date of signature of this Agreement, or the date of return by the representatives of the Royal Danish Government of approved schedules referred to at Note 2 of Appendix hereto, whichever is the later. In the event of unforeseen shortages arising every effort will be made by the Government of the United Kingdom to find acceptable substitutes.

3. The aircraft and equipment specified in the Appendix and any substitutes therefor which may be supplied in accordance with paragraph 2 of this Article shall be in accordance with Royal Air Force standards of serviceability; nevertheless the Royal Danish Government shall be entitled to appoint a receiving commission in the United Kingdom to whom the United Kingdom Government shall, on request, afford reasonable opportunity to inspect any aircraft, mechanical transport vehicle, or other major item of equipment, prior to delivery. The quantities of items of equipment to be supplied shall be calculated from Royal Air Force consumption data and based on Royal Air Force rates of effort.

4. If the Royal Danish Government desire any aircraft or equipment specified in the Appendix to be delivered by air, such delivery shall be at the expense and risk of the Royal Danish Government whether or not the aircraft are flown by pilots of the Royal Air Force.

5. In so far as the aircraft and equipment specified in the Appendix of this Agreement includes items of equipment which have been obtained by the Government of the United Kingdom from the Government of the United States of America on Lend-Lease terms the delivery and price of such items

(1) "Treaty Series No. 38 (1947)," Cmd. 7141.

will be subject to the completion by the Government of the United Kingdom of appropriate arrangements with the Government of the United States. If any such items are not available from existing United Kingdom stocks and no acceptable substitutes can be found, the Government of the United Kingdom will refund to the Royal Danish Government a sum equivalent to the value of such items as included in the Agreement.

6. Subject to paragraph 4 above, the aircraft and equipment to be supplied shall, if coming from the United Kingdom or from a source outside Europe, be delivered by the Government of the United Kingdom free alongside ship at the port of embarkation; or if coming from the United Kingdom will be delivered to a station or depot in the United Kingdom if so required by the Royal Danish Government. The cost of all shipment, including any handling or dock charges and the risks of transport from the point of delivery to Denmark, shall fall upon the Royal Danish Government. Aircraft and equipment to be supplied and coming from Royal Air Force Depots or Units in Europe or to be delivered to a station or depot in the United Kingdom shall be deemed delivered by the Government of the United Kingdom at those depots or units and the Royal Danish Government shall assume the cost and all risks of transport to Denmark; such conditions apply equally in those instances where sea transportation is arranged by the Government of the United Kingdom.

7. It is the intention of the two Governments that all aircraft shall be delivered by air from the United Kingdom, and that as far as possible all the equipment should be supplied from sources in the United Kingdom or in Europe and should be delivered to ports of embarkation to be agreed upon between the Government of the United Kingdom and the receiving commission referred to in paragraph 3 above.

ARTICLE 2

1. The Royal Danish Government will pay for the aircraft and equipment specified in the Appendix the sum of £225,000 to the Government of the United Kingdom.

2. The above-mentioned sum of £225,000 is payable in sterling in two instalments as follows:—

- (a) £168,750.
- (b) £56,250.

Payment of the sum of £168,750 as an advance was effected on 31st December, 1947; and payment of the balance of £56,250 shall be made not later than 31st October, 1948.

ARTICLE 3

The present Agreement shall come into force as from this day's date.

In witness whereof the undersigned, duly authorised by their respective Governments, have signed the present Agreement and have affixed thereto their Seals.

Done in London in triplicate, this fourth day of March, 1948.

(Sd.) A. P. DAVIDSON,
Air Vice-Marshal, Director-General of Organisation, Royal Air Force.

(Sd.) S. E. B. GRØNBECH,
Commander, Chief of Staff to Director of Danish Combined Forces.

APPENDIX

DANISH AIR FORCE

Second and Third Years' Wastage and Maintenance Spares

- (a) *Station Headquarters (Avnø)*
 - (i) Station ground equipment, including signals equipment: Two years' maintenance spares.
 - (ii) Station M.T.: Two years' wastage vehicles and maintenance spares.
 - (iii) W.B. technical supplies: Two years' maintenance spares.
- (b) *Elementary Flying Training School*
 - (i) Unit equipment (synthetic training equipment only): Two years' maintenance spares.
- (c) *Station Headquarters (Vaerløse)*
 - (i) Station ground equipment (signals equipment only): Two years' maintenance spares.
 - (ii) Station M.T.: Two years' wastage vehicles and maintenance spares.
 - (iii) W.B. technical supplies: Two years' maintenance spares.
- (d) *Technical Training School*
 - (i) Unit equipment (instructional equipment only): Two years' maintenance spares.
 - (ii) Unit M.T.: Two years' wastage vehicles and maintenance spares.
- (e) *Service Repair Depot*
 - (i) Unit equipment: Two years' maintenance spares.
 - (ii) Unit M.T.: Two years' wastage vehicles and maintenance spares.
 - (iii) W.B. technical supplies: Two years' maintenance spares.
- (f) *Station Headquarters (Aalborg)*
 - (i) Station ground equipment: Two years' maintenance spares.
 - (ii) Station M.T.: Two years' wastage vehicles and maintenance spares.
 - (iii) W.B. technical supplies: Two years' maintenance spares.
- (g) *Training Squadron*
 - (i) 12 Spitfire HF. IXE aircraft: Two years' wastage.
 - (ii) Unit equipment: Two years' maintenance spares.
 - (iii) 8 spare engines.
 - (iv) Unit M.T.: Two years' wastage vehicles and maintenance spares.
 - (v) Two years' airframe and engine spares for 1st, 2nd, 3rd and 4th line repair.
- (h) *Station Headquarters (Copenhagen)*
 - (i) Station ground equipment (signals equipment only): Two years' maintenance spares.
 - (ii) Station M.T.: Two years' wastage vehicles and maintenance spares.
 - (iii) W.B. technical supplies: Two years' maintenance spares.
- (i) *Coastal Comm. Flight*
 - (i) 2 Sea Otter Aircraft: Two years' wastage.
 - (ii) Unit equipment: Two years' maintenance spares.
 - (iii) 2 spare engines.
 - (iv) Two years' airframe and engine spares for 1st, 2nd, 3rd and 4th line repair.

(j) *Station Headquarters (Grove)*

- (i) Station ground equipment (includes synthetic training equipment):
Two years' maintenance spares.
- (ii) Station M.T.: Two years' wastage vehicles and maintenance spares.
- (iii) W.B. technical supplies: Two years' maintenance spares.

Note 1.—The Air Authorities in the United Kingdom will assess the amount of equipment to be supplied for maintenance and wastage and airframe and engine spares on the basis of previous experience of the types of aircraft and equipment concerned.

Note 2.—The Air Authorities will forward schedules of equipment, to be approved by the Danish Air Authorities before delivery commences (see, however, Article 1, paragraph 2).

Note 3.—The equipment scaled does not include storage racks.

Note 4.—The equipment scaled does not include second and third years' maintenance backing for Oxford Marks I and II aircraft and ancillary equipments.

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