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AN AGREEMENT CONCERNING THE DISPOSAL OF UNITED STATES SALVAGE, SURPLUS OR EXCESS EQUIPMENT AND SUPPLIES AT USAF AEROSPACE DEFENSE COMMAND BASES AND SITES IN GREENLAND

- A. Whereas the general provisions of the Danish-United States Defense Agreement of April 27, 1951, states that all equipment, material, supplies, and goods may be disposed of in Greenland by the Government of the United States of America after consultation with the Danish Authorities; and,
- B. Whereas to implement the procedures pertaining to the disposition of United States excess property in Greenland, an Agreement Concerning Disposal of Salvage and Surplus or Excess Equipment and Supplies, dated 10 July 1957, was entered into between the United States Air Force - Headquarters Eighth Air Force and the Royal Greenland Trade Department; and,
- C. Whereas the original Agreement was amended by the Royal Greenland Trade Department and 64th Air Division on 1 July 1960, and by the Royal Greenland Trade Department and the Air Defense Command on 5 April 1963, and in Copenhagen, Denmark, on 29 June 1976, it is now desired to enter into a new Agreement between the Royal Greenland Trade Department and the United States Air Force, for the purpose of establishing procedures under which the United States Air Force - Headquarters Aerospace Defense Command, or its designated representative, may sell, dispose, convey and transfer title of salvage material and of excess and surplus goods and equipment pursuant to Article XI of the Defense Agreement of 27 April 1951; and,
- D. // Whereas the United States Air Force Aerospace Defense Command is obligated to contribute to the order and appearance of bases and sites in Greenland by expeditiously disposing of surplus property,
The following is agreed:
1. Arrangement will be made either through contract disposal or by the United States Air Force separately to dispose of salvage, excess and surplus United States property by selling such material to the Royal Greenland Trade Department, shipping such material to the Royal Greenland Trade Department, shipping such material out of Greenland, burning or burying such material in Greenland or dumping such material at sea.
 2. Disposal by dumping at sea will comply with all conditions deemed necessary by the Danish Government and by international agreements regarding materials and measures necessary to prevent pollution of the sea, as described in the following standards:
 - a. The following materials and substances will not be dumped:
 - (1) Organic halogenous compounds and substances or organic silicone compounds and substances that can form such compounds in the marine environment, except substances that are non-toxic or are rapidly converted into biologically innocuous substances in the sea.
 - (2) Substances which may act as carcinogens when dumped into the sea.
 - (3) Mercury and mercurial compounds.
 - (4) Cadmium and cadmium compounds.
 - (5) Non-degradable plastics and other non-degradable synthetics capable of floating in the sea which may seriously hamper fisheries, navigation or other lawful exploitation of the sea or reduce its recreational value.

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(6) Arsenics, lead, copper, zinc and their compounds, cyanides, fluorides, pesticides and their by-products.

(7) Substances that can produce disagreeable taste in fish, crustaceans and mollusks and thereby reduce their commercial value or that can hamper fisheries or navigation.

(8) Substances which, although they are not poisonous in themselves, can be harmful to the marine environment because of the quantities in which they are dumped or which will be capable of reducing the recreational value of the sea to a considerable extent.

b. Dumping at sea will be accomplished in the vicinity of 78° West Longitude in that area to the west of Northumberland Island and to a depth greater than 400 meters.

c. Prior notification will be given and permission will be received from the Royal Greenland Trade Department of the intention of the United States Air Force - Aerospace Defense Command or its contractor to dump at sea, and this notification will include:

- (1) The time and period of the dumping operation;
- (2) The special location of the dumping;
- (3) The type and quantity of substances or materials to be dumped;
- (4) The method of dumping; and,

(5) Statement that materials or substances to be dumped conform to the standards above or that appropriate special permission to vary or be excepted from particular standards has been granted.

5. Arrangements may be made for dumping and burying of salvage, excess or surplus or surplus United States property in Greenland where:

a. Material has been established as having no potential for redistribution or retrograde.

b. Landfill areas for such disposal are selected by or are acceptable to the Royal Greenland Trade Department.

c. Techniques to be employed in the disposal conform to standards established or agreed to by the Royal Greenland Trade Department.

d. Basic conditions of such disposal will be as follows:

(1) Material and substances will be non-toxic and represent no danger to human or animal life.

(2) No material capable of being properly burned will be disposed of in this manner.

4. Selected surplus United States property identified by Condition Codes "N," "E," and "O" shall be offered for sale by item to the Royal Greenland Trade Department. If that Department does not make an acceptable bid, the United States Air Force Aerospace Defense Command will prepare and ship this property to Continental United States or otherwise make disposition in accordance with Paragraphs 2 and 3 above. This agreement shall not, in any way, impair the rights of the United States Air Force Aerospace Defense Command to remove or make other disposal of any United States property involved; i.e., retrograde, burn, bury, dump or sale.

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5. Sale bids acceptable to the United States Air Force Aerospace Defense Command, or designated representative, will be made a matter of record, including a general description of each type of item to be sold, the weight of each general classification of items, and the price agreed upon. Copies of the records of sales will be forwarded to the United States Air Force Aerospace Defense Command, or designated representative, and to the Royal Greenland Trade Department. All property for sale will be offered on a "where is, as is" basis unless otherwise specified.

6. Upon acceptance of the sale bid, the United States Air Force Aerospace Defense Command or designated representative will notify the Royal Greenland Trade Department and the base commanders concerned. Surplus property transferred from USAF, Disposal Facility, will be removed from USAF facilities by the Royal Greenland Trade Department for final disposition as expeditiously as is possible but not later than 60 days subsequent to final sale. To satisfy compliance with Department of Defense directives, each sale and subsequent transfer will be acknowledged in writing by the appropriate USAF on-site commander and the resident Royal Greenland Trade Department representative upon transfer of said property.

7. All sales to the Royal Greenland Trade Department will be made on a cash basis, and payment shall be made in United States dollars to the Treasury of the United States through the United States Air Force Base Commander.

8. The final destination of materials purchased by the Royal Greenland Trade Department will be in accordance with existing agreements between the two countries. The property sold to the Royal Greenland Trade Department may not be imported into the United States of America, unless the United States Secretary of Agriculture (in the case of an agricultural commodity, food or cotton or wooden goods), or the United States Secretary of Commerce (in the case of any other property) has determined that the importation of such property would relieve domestic shortages or otherwise be beneficial to the economy of the United States. Sales are made expressly subject to this condition. In the event of resale, the Royal Greenland Trade Department will make known to purchasers of United States foreign excess property, the restrictions imposed by the United States law on any reimportation into the United States.

9. Compliance with this Agreement to contribute to the order and appearance of the bases and sites in Greenland will be accomplished jointly by the USAF on-site commander and the resident RGTD representative. An annual review of tasks will be accomplished by special representatives appointed by USAF and RGTD. The USAF will provide RGTD transportation between Denmark and Greenland for this review.

10. This Agreement may be terminated by either party upon sixty days notice. This Agreement may be amended by mutual agreement. Proposed amendments shall be subject to negotiations between the Royal Greenland Trade Department and the United States Air Force Aerospace Defense Command or designated representative.

11. The above Agreement will become effective on the date of the last signature hereon.

WITNESS:

(Signed)

JAMES A. MacDOUGALD, Col, USAF
Assistant DCS/Logistics

WITNESS:

(Signed)

Loren Egebjerg
Head of Department

AEROSPACE DEFENSE COMMAND:

(Signed)

JOHN R. PAULK, Brig Gen, USAF
DCS/Logistics

DATE: 25 Feb 1979

THE ROYAL GREENLAND TRADE DEPARTMENT:

(Signed)

Jens Fynbo
Managing Director

DATE: 20 March 1979

P r o t o c o l

amending

THE AGREEMENT, EFFECTIVE ON 20 MARCH 1979,
CONCERNING THE DISPOSAL OF UNITED STATES
SALVAGE, SURPLUS OR EXCESS EQUIPMENT AND
SUPPLIES AT USAF AEROSPACE DEFENSE COMMAND
BASES AND SITES IN GREENLAND.

Whereas it has been considered appropriate to secure nontoxic waste disposal practices at the United States Air Force Space Command bases and sites in Greenland on a consistent, long-term basis that is ecologically and otherwise satisfactory to the authorities involved;

It is agreed to change Paragraph 3 of the 1979 Agreement concerning the disposal of United States salvage, surplus or excess equipment and supplies at bases and sites in Greenland as follows:

3. Salvage, excess, or surplus United States material may be disposed of by burning or burying in Greenland in accordance with the following procedures:

a. United States authorities determine that such material may not be usefully or economically redistributed or returned to the United States.

b. Techniques to be employed in burying such material in Greenland conform to common standards for Greenland established by the appropriate Danish and Greenlandic authorities or to specific standards agreed by mutual consent among the authorities concerned.

c. Material and substances are nontoxic and represent no danger to human or animal life nor to the vegetation.

d. Materials capable of being properly burned will be disposed of in this manner rather than by burying.

e. The appropriate Danish and Greenlandic authorities will have the following responsibilities with respect to the burying of United States material in Greenland:

(1) Selection or approval of disposal sites; location of the site will be mutually agreed upon by the appropriate Danish and Greenlandic authorities assigned to the base and the appropriate base commander or his designee.

(2) Perpetual maintenance of the landfills after the burying has ended and the landfills finally have been sealed off in accordance with the procedures established in subparagraph b above. Access to the site will be coordinated with the appropriate base commander.

(3) Assumption of any future liability associated with such landfills.

f. In consideration of the services performed pursuant to subparagraph e above, and subject to the applicable laws of both countries, the United States Air Force Space Command starting with fiscal year 88 (1 Oct 87) shall make arrangements with its base maintenance contractor for payment to the Greenland Home Rule of an annual service fee of 1.750.000 DKr.

Signed:

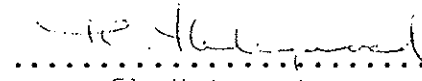
For The United States Air
Force Space Command


..... M/Sgt, USAF
Ralph E. Spraker
Vice Commander
.....

Date: 30 July 1987.....

Signed:


For The Ministry of Foreign
Affairs


.....
Fl. Hedegaard
Under-Secretary, Economic Affairs
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Date: 6 August 1987.....

Signed:

For The Greenland Home Rule
Authorities


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Lars Vesterbirk
Director General
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Date: 6 August 1987.....