

AGREEMENT
TO OPERATE
THE LORAN-C TRANSMITTING STATION
AT SYLT
FEDERAL REPUBLIC OF GERMANY

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I BASIS. This agreement between the Federal Minister for Transport of the Federal Republic of Germany, represented by the President of the Wasser- und Schiffahrtsdirektion Nord (BMV) and the United States Department of Transportation, represented by the Commander of the U.S. Coast Guard Activities Europe (USCG) is entered into in accordance with existing Understandings and Agreements of the parties relating to the Transmitting Station on the Island of Sylt (Schleswig-Holstein). Principles of the agreement between the parties to the North Atlantic Treaty regarding the status of their forces, of 1951, and the Agreement to supplement the agreement between the parties to the North Atlantic Treaty regarding the status of their forces with respect to foreign forces stationed in the Federal Republic of Germany (FRG) of 1959 (Supplementary Agreement), apply to this agreement.

II PURPOSE. This agreement establishes the procedures and respective rights and responsibilities of the parties concerning transfer of the operation and maintenance of the facilities and equipment of the LORAN-C Transmitting Station, Sylt, Federal Republic of Germany (hereinafter denoted as 'LORSTA Sylt'), including communications and electronic facilities and equipment, from the United States Coast Guard to the Bundesminister für Verkehr (hereinafter denoted as 'USCG' and 'BMV' respectively). The BMV assumes responsibility for the operation and maintenance of LORSTA Sylt on the official turn-over date indicated in Section XV of this Agreement.

III OPERATIONAL MISSION AND RESPONSIBILITIES. As the 'Whiskey' secondary in the Norwegian Sea chain, the mission of LORSTA Sylt is to transmit Loran-C signals which meet shape, power, and timing

requirements of this function. Specifics concerning operational procedures, tolerances, standard control numbers, and other requirements shall be set by the USCG.

Operational responsibility for the minute-to-minute control of the synchronization of the Norwegian Sea Loran-C chain is vested in Loran Monitor Station Keflavik, Iceland. Under current USCG Loran-C operational policies and practices, LORSTA Sylt is required to accept direction from LORMONSTA Keflavik to make adjustments to their transmitted signal.

The chain of responsibility for the overall control of Norwegian Sea Loran-C operations is as follows:

Commandant, U.S. Coast Guard (G-NRN)

Commander, Coast Guard Activities, Europe
(Loran-C Regional and Chain Manager)

Coordinator of Chain Operations (COCO)

All chain LORSTAs and LORMONSTA Keflavik

In all Loran-C operational matters, LORSTA Sylt shall be subordinate to the operational chain represented above.

It is understood that, at an undetermined future date, LORSTA Sylt may be required to transmit on an additional rate (operating dual-rated) to link with French or other European LORAN stations. Such an additional operation must be approved in advance by USCG. If this function is put into operation, station personnel will be required to maintain additional timing/control equipment, pulse generating equipment and receiver monitoring equipment.

IV VISITS AND EQUIPMENT MODIFICATIONS. BMV will permit periodic visits to LORSTA Sylt by USCG technical personnel, including COCO and COCO's staff, to ensure proper functioning of LORSTA Sylt as related to its operational mission. In the performance of their duties, USCG personnel will have both

routine and unscheduled access to LORSTA Sylt. The installation of equipment modification kits which are periodically issued by the USCG will be performed by BMV, all materials required for these kits will be provided by the USCG at no cost to BMV.

V MAINTENANCE AND REPAIR. With the exception of the 625-ft transmitting tower and its associated guy system, all maintenance and repair of LORSTA Sylt equipment and facilities will be performed by BMV. Parts, tools and equipment not supplied by the USCG for this purpose will be procured by BMV in accordance with Section XI of this agreement. The 625-ft transmitting tower and its associated guy system will remain the responsibility of the USCG. USCG will schedule inspections and maintenance to be performed on an approximately annual basis.

Inspections and/or maintenance will be performed by USCG engineers or their designated representatives/contractors. Inspections will be closely coordinated with BMV.

VI FACILITIES AND EQUIPMENT. LORSTA Sylt consists of a transmitter building, barracks building, signal power building, paint storage building, general storage building, fuel oil tanks, and 625-ft tower with guy system, and all equipment and furnishings stored or installed therein. All such furnishings and equipment remain the property of the United States except those items which may be provided by BMV for which USCG is not billed. The parties will establish an agreed inventory of USCG equipment, on the occasion of transfer of responsibility. This inventory will then become annex 1 to this agreement; this inventory may be revised periodically. BMV will establish inventory procedures such that all items provided by USCG are accounted for; all such items will be disposed of as directed by USCG when no longer required. All such USCG property, equipment, books, tools, vehicles, etc. in the possession of BMV or its employees or contractors may not be

disposed of or placed on loan to any agency or activity without prior written approval of the USCG. Requirements for new or additional facilities and/or changes to existing facilities will be submitted by BMV to USCG for approval and programming as necessary.

VII CUSTOMS DUTIES AND TAXES. The exemption of all customs duties, taxes, or similar import levies for spare parts, materials, equipment and consumables provided through non-FRG sources which are required for the continued operation and maintenance of LORSTA Sylt, for the construction of new facilities or for continued operations, upgrades and maintenance of the Norwegian Sea LORAN Chain is determined by the Agreement between the parties to the North Atlantic Treaty regarding the status of their forces of 1951, and the agreement to supplement the agreement between the parties to the North Atlantic Treaty regarding the status of their forces, with respect to foreign forces stationed in the Federal Republic of Germany of 1959 (Supplementary Agreement). The same applies to all goods and services procured by BMV or its contractor on behalf of the USCG for operation and maintenance of LORSTA Sylt.

VIII PERSONNEL. BMV will provide capable personnel for the continued operation of LORSTA Sylt and for all maintenance and repair work. BMV will recruit, supervise and manage all personnel employed for the operation of LORSTA Sylt either directly or by a contractor. Before transfer of responsibility, the parties will agree on the number, type and grade level of employees to be recruited and these details will be specified in annex 2 to this agreement. Rates of pay will conform to scales established by the FRG Government and/or its contractors. Any or all grade levels or complements may be mutually reviewed at any time at the request of either BMV or USCG. All station employees must pass security screenings as mutually agreed.

Withdrawal of USCG personnel will be gradual and phased over a period of one year or less and will depend on BMV's personnel recruitment and availability of USCG provided LORAN-C training. Maintaining a continuous, reliable signal is paramount to all else in this agreement. Therefore, during an emergency situation BMV may request the USCG to provide qualified LORAN electronics technicians if a shortage develops in these positions. Conversely, the USCG retains the right to send such technical personnel deemed necessary to operate the station during emergency conditions. The terms "emergency situation" and "emergency condition" refer to any situation or condition caused by man or nature which causes or threatens to cause interruption or degradation of LORSTA Sylt's signal. This includes but is not limited to natural disasters such as fire, flood, lightning or human induced disasters such as worker strikes or sabotage.

IX TRAINING. Personnel chosen to operate LORSTA Sylt must be well qualified in electronic or mechanical skills appropriate to their positions. USCG will provide specialized training in the details of LORAN operation and maintenance for all station technicians and one technical supervisor. Per diem, travel, and tuition expenses will be reimbursed by the USCG for those personnel authorized by BMV for this specialized training. Per diem will be at rates agreed in advance by BMV and USCG. Training and technical manuals will be provided in English.

X BUDGETARY AND REIMBURSEMENT PROCEDURES. The BMV will be reimbursed by the USCG for funds expended for the staffing, operation, and maintenance of LORSTA Sylt and for services used in the direct support of LORSTA Sylt. All budgetary submissions and requests for reimbursement shall be sent for approval to USCG Activities Europe, London, UK or to such other USCG activity

as may in future be specified by USCG. By 1 April each year BMV will prepare and submit an annual budget of all anticipated costs to be incurred during the forthcoming fiscal year (1 OCT - 30 SEP) for the operation and maintenance of the LORSTA. The format for the budget is specified in Annex 3 to this agreement. These budget requirements will be allocated between quarters (OCT - DEC, JAN - MAR, APR - JUN, JUL - SEP) to assist USCG financial planning. In addition to the annual budget, BMV shall submit for approval a plan covering the two years beyond the budget year to include anticipated equipment and maintenance expenditures greater than 2000 US dollars. Each September, BMV will re-examine the proposed budget for the upcoming year and prepare a revised budget with footnote explanations of any changes. This revised budget must be sent for approval to USCG by 1 October each year. It should be noted that any significant changes will be difficult for the USCG to fund because the monetary authorization for European operations will have been fixed. BMV has the authority to make minor deviations from the budgetary plan as required by operations as long as the total budget figure is not exceeded. Should additional funding be required, official notification of the circumstances must be made in writing to USCG for review and approval. Each October 1st, BMV will also provide a report of the past U.S. fiscal year operations with footnote explanations of major differences. The BMV will provide a certified quarterly report regarding all expenditures to the USCG according to a specified formsheet (reimbursement voucher). The USCG will reimburse the Wasser- und Schiffahrtsverwaltung promptly after receipt of the report. The USCG will have a check issued in Deutsch Marks and forwarded to an account designated by the BMV. All bills will be exclusive of profit and customs duties or taxes from which U.S. Forces are exempt. The financial responsibilities of the parties under this agreement are subject to the authorization and appropriation of funds in accordance with the national laws of the United States and the Federal Republic of Germany.

XI LOGISTICS. Spare parts, materials, equipment, consumables, office supplies and other items required for the operation, maintenance, or repair of facilities of LORSTA Sylt will normally be procured by BMV from European sources by the most economical and expedient means, in accordance with FRG contract laws and regulations using terms no less favorable than is accorded FRG government agencies. Technical equipment (listed in Annex 4) required for compatibility with existing LORSTA Sylt equipment is only available from the USCG and must be procured via U.S. channels. USCG will establish procedures for procurement via U.S. channels. Materials not normally available by these means, or required for rapid repair of inoperative station equipment, will be procured by the most expedient and economical sources. High value repairable equipment, as designated by the USCG, which cannot be repaired locally will be properly stored, packed and returned to the appropriate facility in the United States for repair and/or calibration as required.

XII SECURITY. BMV will be responsible for the security of the LORSTA Sylt compound, buildings, and for the protection of U.S. furnished property. BMV shall establish the necessary controls to prevent malicious damage or sabotage to the LORSTA and shall provide increased security as appropriate during emergency conditions as defined in Section VIII. BMV will provide USCG with general details of FRG plans to ensure continued operation of LORSTA Sylt during emergency conditions. Control of visitors to LORSTA Sylt will be conducted by BMV.

XIII CLAIMS. Claims against the United States or the Federal Republic of Germany brought about from damage to or loss of property, injury, or death will be passed to the appropriate government for action, and will be processed in accordance with Article VIII of the Status of Forces Agreement between the parties

to the North Atlantic Treaty of June 19, 1951 regarding the status of their forces, and Article 41 of the supplementary agreement of August 3, 1959.

XIV TERMINATION. After the present agreement has been in effect for a period of two years from its effective date, the parties may consult at the request of one of them with regard to the continuation of operation of LORSTA Sylt. If the parties cannot come to agreement on the continuation of operation by BMV, the USCG may, within a period of 18 months following the end of consultations, resume responsibilities for operation for LORSTA Sylt.

XV EFFECTIVE DATE. This agreement shall become effective on the day of its signature. The BMV will assume full responsibility for operations and maintenance of LORSTA Sylt on a mutually agreed date in Spring, 1989, when an exclusively German crew is qualified. This agreement including its annexes may be amended by written agreement of the parties.

Done at Hamburg in duplicate this 20th day of March, 1989 in the English and German languages, each text being equally authentic.

IN WITNESS WHEREOF, the parties have executed this agreement,

FOR THE SECRETARY OF TRANSPORTATION
OF THE UNITED STATES OF AMERICA:


THE COMMANDER OF THE UNITED STATES
COAST GUARD ACTIVITIES EUROPE

FOR THE FEDERAL MINISTER FOR
TRANSPORT OF THE FEDERAL
REPUBLIC OF GERMANY:


DER PRÄSIDENT DER WASSER- UND
SCHIFFAHTSDIREKTION NORD

ANNEX 1

INVENTORY OF USCG - OWNED
EQUIPMENT AT LORAN-C STATION
SYLT, FEDERAL REPUBLIC OF GERMANY

(To be developed subsequent to approval of this
Arrangement but before turnover of operating
responsibility.)

ANNEX 2

LORAN-C STATION SYLT, FEDERAL REPUBLIC OF GERMANY
PERSONNEL LISTING BY TYPE AND GRADE LEVEL

(To be developed subsequent to approval of this
Arrangement but before turnover of operating
responsibility.)

The following chart of accounts would be used in budget preparation and monthly reports of expenditures.

A. Operational Expenses

1. Personnel Salaries

1.1 Regular Salaries

1.2 Personnel Insurance

1.3 Other Payments

1.3.1 Transportation time

1.3.2 Night shift allowances

1.3.3 Sickness replacement

1.3.4 Other replacements

1.3.5 Overtime

1.3.6 Subsistence allowance

1.4 Training

2. Fuel/Lubricants

2.1 Fuel

2.2 Lube oil

2.3 Gasoline

3. General Operating Expenses

3.1 Electrical power

3.2 Telephone, teletype services

3.3 Heating

3.4 Lighting

3.5 Cleaning supplies

3.6 Office supplies

3.7 Equipment rent

3.8 Snow removal

3.9 Housing supplies

3.10 Cleaning service

4. Transportation

4.1 Personnel

4.2 Material/Freight

5. Administrative expenses

B. Maintenance Expenses

1. Material used for maintenance

1.1 Buildings

1.2 Antennae, tower

1.3 Machinery and tools

1.4 Storage tanks

1.5 Utility buildings

1.6 Vehicles

1.7 Electronics (ERPAL replenishment)

1.8 Office and housing equipment

1.9 Roads/grounds

2. Services used for Maintenance (contract)

2.1 Building

2.2 Antennae, tower

2.3 Machinery

2.4 Storage tanks

2.5 Vehicles

2.6 Electronics (i.e. calibration, etc)

2.7 Office and housing equipment

2.8 Roads/grounds

C. Equipment Replacement

1. Vehicles

2. Office equipment

3. Furniture (housing)

4. Other (Specify)

D. Major Project maintenance

ANNEX 4

TECHNICAL EQUIPMENT REQUIRED FOR COMPATIBILITY
WITH EXISTING EQUIPMENT AND AVAILABLE FROM USCG ONLY

(To be developed subsequent to approval of this
Arrangement but before turnover of operating
responsibility.)