

of agreement between Supreme Commander Allied Expeditionary Force and the Government of the Kingdom of Norway for procurement of local supplies, services, facilities and the use of lands and buildings prior to the time when the Norwegian Government is in a position to effect such local procurement for Allied Forces in Norway.

1. Until such time as the Supreme Commander determines it to be feasible (in accordance with clause 2 of the Anglo-American-Norwegian agreement relative to the civil administration) for the Norwegian Government to effect procurement on behalf of the Allied Expeditionary Forces, the Allied Expeditionary Forces will procure directly, using in so far as possible, competent Norwegian authorities in effecting direct procurement. Requisitions will be effected when possible through Norwegian authorities in effecting direct procurement. Requisitions will be effected when possible through Norwegian authorities and in accordance with Norwegian Law.

The fullest use will be made of Norwegian liaison officers attached to US/British Forces in connection with all forms of procurement.

2. In an emergency all Norwegian resources will be at the disposal of the Allied Expeditionary Forces.

Subject to this paramount principle, the following general principles shall govern direct procurement.

- a. Before procuring locally, every attempt will be made to obtain the required supplies from available US/British military sources.
- b. The Allied Expeditionary Forces will not procure locally (except for civilian relief) when the effect of such procurement will have to be offset by importation for the relief of the civilian population.
- c. Due consideration consistent with the urgency of the needs of the military forces will be given the civilian economy.
- d. Real property (i.e. land and/or buildings) will be purchased by the Allied Expeditionary Forces.
- e. The Allied Expeditionary Forces will not procure:
 - (1) Food in all its forms, except that fresh fruit and vegetables may be procured but only after consultation with local authorities to determine the existence of an available surplus.
 - (2) Medical and sanitary supplies, including soap.
 - (3) Livestock and fodder for livestock.
 - (4) Fuel, petrol, oil, lubricants and fuel wood, except such wood as may be obtained by exploitation of forests under military arrangements.

3. Method of procurement.

In accordance with paragraph 1 above, the Supreme Commander, until such time as arrangements to the contrary may be made, shall have power to procure civilian labour, billets, supplies, use of land and buildings, transportation, and other services for the military needs of his command by requisition or by purchase or hire. The normal method of procurement will be by requisitions. The right of requisition and purchase is given to officers appointed for this purpose by the Allied Expeditionary Forces.

a. By requisition:

Whenever possible, requisitions will be made through the local Norwegian representatives appointed for this purpose.

If the requisition specifically mentions property or services, the requisition may be made through the "lensmann" (Bailiff) or the local Chief of Police. In either case, the requisition order specifying the property or services which it is desired to requisition will be served on the local official concerned, who will be responsible for carrying out the requisition.

contd.

In cases where the requisitioning concerns the use of railways, tramways, canals, telegraphic services and telephones, requisitions will wherever possible be made direct to the Management, Manager or Traffic Manager concerned. In such cases, the Management, Manager or Traffic Manager will be responsible for carrying out the requisition, and will receive the original copy of the requisition receipt for the purpose of obtaining payment from the Norwegian Government. When the requisitioned property or services have been obtained, the officer in charge will remit to the local Norwegian official the original copy of the requisition receipt, and the local Norwegian official will be responsible for obtaining payment from his own government and settling with the owner except in those cases mentioned in paragraph 4, where payment will be made by the Allied Expeditionary Forces either through the local Norwegian official or direct.

b. By purchase or hire:

(1) Procurement by purchase or hire is permissible and payment by the Allied Expeditionary Forces will follow.

(2) A requisition may be transformed into settlement or amicable agreement in cases mentioned in paragraph 4, in which case the original requisition receipt will be returned for cancellation by the local Norwegian official, or by the owner, as the case may be. Hiring agreements will contain a provision permitting assignment to the Norwegian Government. Termination at short notice will be provided for.

4. The Allied Expeditionary Forces will pay for required civilian labor and billets during the period covered by this memorandum. The Norwegian Government will pay for supplies, facilities and services (including the use of real estate), except:

a. For the less important procurements.

b. In cases in which hardship would result from delay in payment.

c. In cases in which payment is desirable for operational and security reasons,

in which cases the Allied Expeditionary Forces will pay.

Prices paid by the Allied Expeditionary Forces will be in accordance with prices and rates and scales of wages which will be made available from time to time by the Norwegian government. In cases where no prices have been fixed by the Norwegian government, the officer effecting procurement will base all prices on the usual prices in the district. Such officer will, whenever possible, consult local Norwegian officials or Norwegian liaison officers in a position to give expert advice. If agreement cannot be reached on these bases, then the property or services will be requisitioned and the requisition note will be delivered to the appropriate Norwegian authorities for processing and payment.

5. Billeting.

Whenever possible billeting will be carried out through the local Norwegian civil authorities and the Norwegian civil affairs officers. Allied Expeditionary Force billeting officers will furnish the civil authorities with an order which will indicate the following:

Number of officers and other ranks billeted at the following prices:

a. Summer rate:

(1) Officers with bed 1,50 Kr. per night.

(2) Non-commissioned officers and men billeted with bed 1,00 Kr. per night.

(3) Officers, non-commissioned officers and men billeted:

contd.

Stipulations with respect to billeting provided by the army 0,30 Kr. per night.

(b) with straw provided by civilians 0,60 Kr. per night.

b. Winter rate (1 October to 30 April).

The above rates will be increased by 50 % if fuel for heating is provided.

c. Billeting will include lighting, but no fuel will be provided for cooking.

Payment for the billets thus obtained will be made promptly to the civil authority who will be responsible for paying the owner. Upon payment, a receipt showing the amount paid, together with the rates for the categories above set forth, will be obtained from the civil authority.

In cases where billeting cannot be carried out through the local civil authority or Norwegian civil affairs officers but is effected with householders direct, the prices stated above will apply.

6. Nothing herein shall in any way affect any question of ultimate financial settlement which may be discussed between the Governments of the United Kingdom, the United States and Norway.

In witness whereof the undersigned have affixed their names this 27th day of July 1944.

Royal Norwegian Government
By O. Torp (s)

Norwegian Minister of Defence.

Supreme Commander, Allied Expeditionary
Force

By H. M. Gale Lt.Gen. (s)
Lt. General Sir Humfrey M. Gale,
Chief Administrative Officer.

London, 10th August 1944.

Colonel George A. Spiegelberg,
G 4 Division,
SHAEP,
A.P.O. 757.

Dear Sir.

With reference to your favour of the 27th July I now have pleasure in returning herewith two of the original memorandums of the Procurement Procedure Agreement, duly signed by me.

In my opinion the Agreement should prove satisfactory to both parties. Some time ago I was considering the possibility of suggesting amendments, with a view to altering certain paragraphs and at the same time making them more explicit.

I here refer to para. 2.e. (1), 2.e (4) and para. 3. I found, however, that the contemplated improvements were not so important that they necessitated a re-editing of the paragraphs in question.

On the other hand there are certain points which I would ask you to kindly take into consideration when issuing your instructions to the personnel who will deal with such matters.

No doubt you are aware that as far as fresh fish is concerned Norway is better placed than any of the other countries. It is not unlikely, therefore, that the Norwegians would be prepared to supply the Allied Forces with certain quantities of fresh fish, and I trust arrangements to this effect could be made, in spite of the Allied Forces normally not having any rights to requisition food.

With regard to "exploitation of forest under military arrangements" (para. 2.e(4)) it is understood that as far as possible due consideration will be given to the special rules already in existence in Norway and laid down in order to avoid such exploitation of the forests as may prove detrimental to the property.

Finally, with regard to para. 3 I should like to add that in my ~~own~~ opinion the personnel, to whom these matters will be entrusted, should be informed that the principal Norwegian authority through whom the requisitions, as far as possible should be made, is the Norwegian military "District Commander.

Yours faithfully,

Oscar Torp (s)
Norwegian Minister of Defence.