CODE OF CONDUCT

BETWEEN

THE NORWEGIAN MINISTRY OF DEFENCE

AND

THE NORWEGIAN DEFENCE AND SECURITIES INDUSTRIES ASSOCIATION
(FORSVARS- OG SIKKERHETSINDUSTRIENS FORENING)

ON PARTICIPATION IN A NORWEGIAN DEFENSE PRIORITIES AND
ALLOCATIONS SYSTEM SUPPORTING U.S. DEPARTMENT OF DEFENSE
PROGRAMS

This Code of Conduct is established pursuant to:


b) The Declaration of Principles for Enhanced Cooperation in Matters of Defense Equipment and Industry dated 2 April 2002, between the United States Department of Defense and the Government of the Kingdom of Norway, represented by the Ministry of Defence (DoP),

and

c) the Security of Supply Arrangement (SoSA) dated 12 April 2018 between the Ministry of Defence of Norway and the Department of Defense of the United States of America.

The purpose of this Code of Conduct is to establish a Norwegian parallel to the US Defence Priorities and Allocations System (DPAS) to facilitate preferential treatment of contracts that support U.S. Department of Defense programs needed to meet urgent and critical defense requirements.

This Code of Conduct relates furthermore to supply of defence products, material and services to discharge the United States military commitments and does not include commercial end items commonly available in the country of the supplier.

The overall obligations and responsibilities of the respective Government are set out in the MoU, the DoP and the SoSA.

All Norwegian companies that can demonstrate that they qualify as supplier to the Norwegian Armed Forces are eligible to join the Code of Conduct.

1. The Code of Conduct is a mechanism between the MoD and Norwegian Companies to implement the provisions set out in article 3 of the SoSA.
2. This Code of Conduct is voluntary and it will not create any legally binding rights or obligations neither to MoD, FSI nor to the Norwegian Companies. Any Norwegian company that decides not to subscribe to the CoC shall not be precluded from receiving defense contracts by this reason from Norwegian authorities.

3. A Norwegian Company willing to participate to, and comply with the provisions of this Code of Conduct shall register with the Ministry of Defence by completing and submitting the attached Registration Request Template (Annex 1) to the MoD. The MoD shall review such registration requests to ensure that they are eligible and compliant and will inform the Norwegian Company whether or not its registration is compliant. The MoD shall treat the information provided in the registration as company confidential information, provided that the Norwegian Company has declared that the registration contains business or trade secrets.

4. The MoD will keep a register of all Norwegian Companies participating to this Code of Conduct. The MoD shall notify the DoD of the Norwegian Companies participating to this Code of Conduct.

5. To the greatest extent possible, a Norwegian Company participating in this Code of Conduct shall do all that can reasonably be done to provide preference to contracts supporting US Department of Defense Programs. It will do this by:

   a) accepting that a contract they are entering into, or are party to with the DoD or with a US Company will, after approval by the MoD, be accepted as a contract falling under this Code of Conduct (Code of Conduct Contracts);

   b) inserting into any subcontract provisions designed to ensure due performance of such a contract;

   c) responding in a timely manner to requests of the DoD, via the MoD, for amendments to the timing of deliveries in said contracts in support of both normal peace time and conflicts/emergencies procurements provided however, that the relevant customer is willing to compensate them as required by the relevant contractual pro- visions, and

   d) bringing to the attention of the MoD and the DoD priority cases between Code of Conduct Contracts and other contracts to resolve the situation by consultation.

6. Under no circumstances shall a Norwegian Company be required to suffer a loss without compensation. In the specific instance that a request under this Code of Conduct cannot be satisfied without incurring liability for damages from other customers, and the requesting customer is unwilling to compensate the Norwegian Company for such identifiable loss as it may incur, it will be reasonable for the Norwegian Company to refuse the request.

7. In any case, the Norwegian Company will be entitled to refuse the request by the DoD, if such request would seriously imperil future or existing client customer relations and/or endanger future business. This will be without prejudice to their continued membership of the Code.
8. In all the cases mentioned in paragraph 5, should a Norwegian Company intend to refuse to provide the priorities support requested by the DoD, the MoD will investigate the circumstances surrounding the case. The Norwegian Company, through its representatives, will be entitled to respond either in writing or orally. The MoD will take measures necessary to assess/evaluate the circumstances surrounding the case:

   a) If the MoD considers that the Norwegian Company has complied with this Code of Conduct, the MoD will, if requested to do so by the Norwegian Company, notify the DoD. The DoD will act on that notification as it considers appropriate. The MoD will use its good offices with the DoD to resolve any remaining difficulties.

   b) If the Norwegian Company is deemed not in compliance with this Code of Conduct, the MoD will use its good offices in order to obtain assurance that the Company will take such steps considered necessary to rectify the situation, and will notify the DoD. The DoD will act on that notification as it considers appropriate.

9. Participation in the Code of Conduct System may be offered by the Norwegian Company as an indication of its reliability in supplying industrial resources to the US Department of Defense and the contractors supplying it.

10. Failure to comply with the conditions of this Code of Conduct may lead to a review by the MoD. The MoD may remove, or temporarily suspend, the Company from the Code of Conduct.

11. The MoD and FSI will review the operation of this Code of Conduct on an annual basis.

Signed in duplicate in Oslo
Date: 20.04.2018

Morten Tiller
National Armaments Director
The Norwegian Ministry of Defence

Date: 20.04.2018

Torbjørn Svensgård
The Norwegian Defence and Securities Industries Association
Code of Conduct Registration Template:

Ministry of Defence of Norway  
Department for Financial Governance, Management and Investment  
Post Box 8126 Dep,  
NO-0032 Oslo  

Registration Request  
The below mentioned Norwegian company herewith  

- requests to register for participation in the Code of Conduct between the Ministry of Defence of Norway and the Norwegian Defence and Securities Association signed in Oslo on ..........  
- declares that upon acceptance of this application it shall comply with the provisions of the said Code of Conduct  

Applicant Company  

Name:  
Address:  
PoC in Code of Conduct related questions:  
  - name and title:  
  - address:  
  - e-mail:  
  - telephone:  
  - mobile:  
  - fax:  

Brief company introduction  

Registrant’s main area of business, product/service portfolios  

Registrant’s prior or on-going business with the US Department of Defence or its contractors  

Other relevant information