

Accord-cadre (Framework Agreement)

Voici le texte original de l'accord-cadre sans ses annexes.

Des indications ont été supprimées à plusieurs endroits dans le texte et remplacées par le signe « (...) ».

Le caviardage a été entrepris à la demande du Ministère de la Défense suédois afin de respecter les normes juridiques suédoises et de ne gêner ni la Suède ni la société Saab dans leurs efforts de commercialiser l'avion de combat Saab Gripen dans d'autres états.

La sous-commission TTE de la Commission de la politique de sécurité du Conseil national peut en tout temps consulter la version intégrale de l'accord-cadre et de ses annexes.

Gripen Framework Agreement

1. Preamble

Sweden is currently operating about 100 Gripen C/D and A/B aircraft and intends to upgrade a significant number of these aircraft to Gripen E.

Switzerland intends to procure 22 Gripen E aircraft based on a proposal and data received from Saab and FMV/FXM during the evaluation from 2008 through 2011 and from FXM during 2012.

This Framework Agreement has been established with reference to the Declaration of Intent on Enhanced Cooperation, signed June 29, 2012, between the Ministry of Defence of the Kingdom of Sweden and the Federal Department of Defence, Civil Protection and Sports of Switzerland, acting for the Swiss Federal Council in the fields of security policy and defence.

Swiss armasuisse (hereinafter referred to as ar) and the Swedish Defence and Security Export Agency authorized by the government of the Kingdom of Sweden (hereinafter referred to as FXM), jointly referred to as "the Parties", whose countries have defined the need and the requirement to upgrade and renew the capabilities of their respective air forces' combat aircraft system, have entered into this Gripen Framework Agreement ("the Agreement"),

Whereas the Parties acknowledge the need to improve the use of the limited resources devoted to defence procurement by each Party and wishing to deepen their cooperation in this field,

Whereas the Parties have the objective to generate synergies by a government-to-government procurement of Gripen E weapon systems,

Whereas the Parties acknowledge that a government-to-government procurement of Gripen E weapon system lowers the program risk for Switzerland,

Whereas the Parties acknowledge that a government-to-government procurement of Gripen E weapon system results in a long term cost-effective operation of the system,

Whereas the Parties acknowledge that a government-to-government procurement of Gripen E weapon system increases the value and ease of the military cooperation,

Whereas the Parties recognize the necessity to harmonize operational and technical requirements and understand that harmonization of time schedules are prerequisites for the creation of such a strategic partnership,

The Parties agree as follows.

2. Objective

The Parties' objective with this Agreement is to establish and agree on the most important elements that are the basis for their cooperation towards a government-to-government procurement of the Gripen E weapon system. These elements will be incorporated in, expanded on and finalized in a future government-to-government contract to be entered into by the Parties after approval by each Party's political authorities.

3. Scope of the Agreement

3.1 Gripen E Procurement Scope, Price and Schedule

Sweden intends to upgrade a significant number of their current Gripen C/D to Gripen E single-seat aircraft.

Switzerland intends to procure twenty-two (22) Gripen E single-seat aircraft.

The Swiss scope (including aircraft, mission role equipment for air-to-air, reconnaissance and air-to-ground, level-1 ILS package, level-2 ILS package, mission support systems, aircrew training systems, flight test instrumentation, follow-on flight test program, verification of airworthiness, functionality and performance, engineering support package, Swiss industry participation, final

assembly, program management and strategic cooperation between Saab, the Swiss aeronautical industry, FXM and armasuisse) and price are identified in attachments 1 and 2 to this agreement.

The Swedish party acknowledges that the scope of attachment 1 and 2 to this Agreement meets the Swiss New Fighter Aircraft Program Requirements (Procurement Bill 2012) dated September 2, 2011. Deviations from that have to be agreed by the parties. An example of this is that Switzerland procures Gripen E only, and no Gripen F.

The prices are firm in Swiss Francs and have been calculated using (...) economic conditions. (...)

The parties agree that the payment plan in the procurement contract will include a payment of 300 million Swiss Francs from ar to FXM during 2014. The distribution of payments after 2014 is to be agreed on between the Parties in the government-to-government contract.

The Parties agree that the scope and corresponding price shall be optimized in the procurement contract.

(...)

The parties agree to finalize the Gripen E aircraft specification no later than 30 November 2012.

The Parties agree on the following delivery schedule:

- Sweden: The first 3 aircraft produced are to be delivered to Sweden in the second quarter 2018; another 2 are delivered to Sweden 2019 and another 3 aircraft during 2020.
- Switzerland: 11 aircraft are to be delivered starting mid-2018 and ending 2019. The deliveries will continue in 2020 and are planned to be completed in 2021.

The distribution of deliveries between 2020 and 2021 is to be agreed on between the Parties.

For level-2 Integrated Logistics Support (ILS) off-aircraft maintenance, repair and overhaul (MRO), the Parties agree to the following cost and work share based on a Swiss and Sweden only program:

- The principle of cost and work share will be the number of aircraft each country will have.
- To perform a business case analysis to explore the possibilities, pros and cons and establish a cost baseline for different alternatives regarding where to locate the level-2 MRO of different subsystems.

Based on the result from a business case analysis a common and cost-effective level-2 MRO capability will be established (...).

FXM acknowledges that an offset agreement will be established and signed by Saab and armasuisse directly and that the signature of such an agreement by Saab is a prerequisite for armasuisse to sign the procurement contract for the Gripen weapon system. The offset agreement will be based on the industrial part of the government-to-government procurement and is not covering the governmental part of the procurement.

(...)

3.2 The Swedish Party Guarantees

The Swedish party guarantees to Switzerland that the Gripen E:

- will be airworthy
- will meet functionality and performance specifications
- will be operationally effective
- will need later upgrades only in order to meet new operational requirements
- prices identified in the Framework Agreement are firm

- will be delivered on schedule

3.3 Gripen E Long-Term Cooperation

The Parties agree on the strategy to maintain a common hardware and software configuration during the production and operation of the Gripen E aircraft.

The Parties agree to use a spares pool concept.

The Parties agree that level-1 maintenance, repair and overhaul will be performed in Sweden for the Swedish aircraft and in Switzerland for the Swiss aircraft.

The Parties agree that level-2 *on-aircraft* maintenance, repair and overhaul will be performed in Sweden for the Swedish aircraft and in Switzerland for the Swiss aircraft.

For the level-2 *off-aircraft* maintenance, repair and overhaul the Parties agree on a strategic cooperation according to 3.1 above.

FXM acknowledge that the target cost for the Swiss Gripen fleet level-2 MRO according to Saab document SBC-2008-0104 FH/ISC dated November 2009, Module 7.1 Level-2 Full In-Service Support (FISS) is less than (...) million Swiss Franc per year, for the first ten years of steady-state operation ((...) flying hours per a/c and year, (...)% availability of the fleet).

The Parties agree on a strategy to have a common continuous engineering and technical services program comprising of, but not limited to, technical and airworthiness support, configuration management, handling of operational feedback, up-dates of publications and maintenance of engineering simulators, rigs and tools.

The Parties agree on a strategic cooperation for future hardware and software upgrades to meet new operational requirements. In order to reduce the upgrade cost, such new requirements should be harmonized between the Parties and will result in the same hardware and software configuration for the Swiss and Swedish Gripen E weapon system.

(...)

3.4 Gripen C/D Bridge Solution

As a complement to the procurement of twenty-two (22) Gripen E aircraft, a bridge solution comprising of a lease of eight (8) Swedish Gripen C and three (3) Swedish Gripen D aircraft in MS 20 configuration (...) for temporary use by Switzerland is offered by FXM.

The Swiss operational requirements are identified in attachment 3. The parties will mutually agree on optimizing the requirements with respect to operational effectiveness and cost.

The Parties agree that:

- Six (6) aircraft will be delivered in the second half of 2016, and five (5) aircraft in the first half of 2017.
- The principle for returning of the Gripen C/D aircraft is, from start of delivery of the Swiss Gripen E, the Swedish Gripen C/D aircraft will be returned in exchange for deliveries, the Gripen C aircraft will be returned first. The exact returning plan will be optimized between the parties and mutually agreed upon in the Gripen C/D Bridge Solution contract.
- In-service support for the leased Gripen C/D aircraft shall be included.
- In order to prepare the Swiss industry for the future work on the Swiss Gripen E aircraft, the level-2 on-aircraft ILS for the leased Gripen C/D aircraft as well as the incorporation of any engineering changes shall be performed by Swiss industry where feasible and cost-effective.
- The level-2 off-aircraft ILS for the leased Gripen C/D aircraft will be performed according to the same process and by the same organization that is in place for the Swedish Air Force.

- Gripen C/D specific equipment (GSE etc.) will be kept at a minimum level.
- To limit costs, equipment that can be reused with the Gripen E shall as far as possible be procured and delivered already in conjunction with the Gripen C/D bridge solution.
- The Gripen C/D bridge solution shall support air-to-air missions of the Swiss Air Force.
- The funding for the Gripen C/D bridge solution will be separate from the Swiss Gripen E acquisition budget.
- A total of (...) flight hours shall be included from mid 2016 to mid 2021.
- The price, in 2012 economic conditions, for the above-described Gripen C/D bridge solution is 44 million Swiss Francs per year for a period of 5 years.

The parties agree that the payment plan in the Gripen C/D Bridge Solution contract will consist of ar payments to FXM, equally distributed over the years 2016-2020.

The return of Swedish Gripen D aircraft will have to be mutually agreed by the Parties in view of the fact that Switzerland is buying Gripen E only and therefore may need the Gripen D for a longer period of time. Such an extension will also take in consideration the accumulated flight hours versus the above-stated (...) flight hours.

The Swiss lease of 11 Gripen C/D from Sweden will be settled in a separate contract between the Parties. The signing of a procurement contract for Gripen E by ar is a prerequisite for FXM to sign the Gripen C/D bridge solution contract.

4. Strategic Cooperation between Saab, the Swiss Aeronautical Industry, FXM and armasuisse

The objectives for the strategic cooperation are:

- To optimize the operational effectiveness and to minimize life-cycle cost for the Swedish and Swiss Gripen E fleet.
- To strengthen the aeronautical systems industry competence in Switzerland in support of the Swiss Air Force long-term needs.

(...)

FXM and ar agree to establish a strategic cooperation based on the Swiss New Fighter Aircraft Program Requirements (Procurement Bill 2012) dated 2 September 2011. The strategic cooperation will be agreed to in an agreement to be signed concurrently with the Gripen E procurement contract.

FXM acknowledges that ar will have a test pilot and a test engineer stationed at Saab, according to ar letter to Saab dated 13 July 2010 (40009784678/0140009784678/01) and Saab letter dated 30 August 2010 (TI-AC-2010-095). ar will cover their own cost for these activities.

5. Military Cooperation

The Parties acknowledge that a military cooperation agreement based on the Swiss New Fighter Aircraft Program Requirements (Procurement Bill 2012) dated 2 September 2011, will be established and signed by the Swedish and Swiss Armed Forces directly and that the signature of such an agreement is a prerequisite for ar to sign the procurement contract for the Gripen weapon system.

6. Security of Classified Information

The General Security Agreement (GSA) between the Government of Sweden and the Swiss Confederation concerning the Mutual Protection of Classified Information signed in Stockholm

on 16 July 2004 and in Bern on 10 June 2004 applies to this Agreement and any other information that is related to this Agreement.

Further security arrangements necessary for the forthcoming negotiations and cooperation between the Parties are to be agreed upon in due course.

7. Licenses

The Swedish party will be responsible for obtaining necessary export license authorizations for the export and transfer of defence articles under the forthcoming contract(s).

The Swiss party undertakes to agree to and sign end-user assurances regarding such transfers in due time.

The Swiss party will be responsible for obtaining such authorizations for products or services procured by the Swiss party that will be integrated in the Gripen weapon system.

8. Way forward

The Parties agree, that following the conclusion of this Framework Agreement, to immediately start discussions and negotiations in order to draft a complete procurement contract until (...) and to finalize it no later than (...).

9. Approval by the Parties' authorities

Entering of contracts resulting from this Agreement will be subject to the Parties political authority approvals.

This Agreement is valid until (...).

10. Disputes

Any dispute between the Parties regarding the interpretation or execution of this Agreement, shall be resolved through consultation or negotiation.

11. Attachments

1. Attachment 1, List of deliverables and prices
2. Attachment 2, ILS deliverables for Switzerland
3. Attachment 3, Swiss Air Force requirements for the Gripen C/D bridge solution, dated 7 July 2012, ID 40011083927

This agreement has been signed in two (2) copies, one for each Party.

24 August 2012

armasuisse

Swedish Defence and Security Export Agency

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