

No. 3254

**CANADA
and
UNITED STATES OF AMERICA**

Exchange of notes constituting an agreement regarding the extension and co-ordination of the continental radar defence system. Washington, 1 August 1951

Official text: English.

Registered by Canada on 12 April 1956.

**CANADA
et
ÉTATS-UNIS D'AMÉRIQUE**

Échange de notes constituant un accord relatif à l'extension et à la coordination du réseau continental de défense par radar. Washington, 1^{er} août 1951

Texte officiel anglais.

Enregistré par le Canada le 12 avril 1956.

No. 3254. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN CANADA AND THE UNITED STATES OF AMERICA REGARDING THE EXTENSION AND CO-ORDINATION OF THE CONTINENTAL RADAR DEFENCE SYSTEM. WASHINGTON, 1 AUGUST 1951

I

The Canadian Ambassador to the United States of America to the Secretary of State of the United States of America

CANADIAN EMBASSY

Washington, August 1, 1951

No. 454

Sir,

I have the honour to refer to the recent discussions by the Permanent Joint Board on Defence regarding the extension and co-ordination of the continental radar defence system within Canada and to record herein the Canadian Government's understanding of the arrangements which have been agreed upon :

1. Subject to the availability of appropriated funds, and to the terms and conditions hereinafter set forth, the Governments of Canada and the United States will, in the interests of joint defence against air attacks, construct and operate within Canada an extension of the continental radar defence system, (hereinafter referred to as "the extension").

2. The costs of construction (except housing for dependents), equipment, and operation of the extension will be shared on the basis of approximately two-thirds by the United States and one-third by Canada. In order to simplify the division of costs in accordance with this principle, the United States and Canada will each assume financial responsibility for construction, equipment and operation of those stations (with their associated control facilities) respectively allocated to each of them by agreement between the appropriate authorities of the two governments. Neither government will discontinue the operation of any station or any part of the extension without the prior concurrence of the other government.

¹ Came into force on 1 August 1951 by the exchange of the said notes.

3. So far as practicable, construction of the installations required for the extension will be carried out by Canadian agencies and contractors with Canadian labour and materials. Electronic and other equipment manufactured in Canada will also be used, so far as practicable.

4. Canada will acquire and retain title to all sites required in Canada for the extension. The Canadian Government hereby grants and assures to the United States Government, without charge, such rights of access, use and occupancy as may be required for the construction, equipment and operation of stations allocated to the United States pursuant to paragraph 2 of this note.

5. Within the sites made available to the United States pursuant to paragraph 4 of this note, the United States, so far as may be consistent with the laws of Canada, may do whatever is necessary or appropriate to the carrying out of its responsibility in Canada in connection with construction, equipment and operation of the extension in accordance with this note, including :

- (a) construction, installation and operation of the necessary structures, facilities, and equipment, and such improvement of the sites as may be required to fit them for their intended use, PROVIDED that there shall be prior consultation with the appropriate Canadian authorities with respect to all major construction and all installations of major equipment ; and
- (b) stationing of personnel under the Control and command of United States military authorities.

6. Ownership of all property brought into Canada or purchased in Canada by the United States and placed on the sites, other than structures permanently affixed to the realty, shall remain in the United States. The United States shall have the unrestricted right of removing or disposing of all such property, PROVIDED that the removal or disposition shall not impair the operation of any station whose discontinuance has not been agreed upon by both governments, and PROVIDED further that removal or disposition takes place within a reasonable time after the date on which, by agreement of the two governments, the operation of the particular station has been discontinued.

7. The stations will be manned initially by Canada and the United States respectively according to arrangements agreed upon by the appropriate authorities of the two governments. Canada may, by agreement, take over the manning of stations initially manned by the United States.

8. In accordance with the principles stated in this note, further details concerning the construction, equipment and operation of the extension shall be settled by subsequent arrangement between the appropriate authorities of the two governments.

9. The capabilities of the extension will be kept under constant review in the light of current developments.

If the foregoing is acceptable to your government, this note and your reply shall constitute an agreement effective from the date of your reply.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

II

*The Acting Secretary of State of the United States of America to the Canadian
Ambassador to the United States of America*

DEPARTMENT OF STATE

August 1, 1951

Excellency,

I have the honor to refer to your note No. 454 dated August 1, 1951, recording the Canadian Government's understanding of the arrangements which have been agreed upon by the Permanent Joint Board on Defense regarding the extension and coordination of the Continental Radar Defense System.

The proposals contained in Your Excellency's note are acceptable to the Government of the United States of America, and it is agreed that your note and this reply thereto shall constitute an agreement between our two Governments on this subject which shall enter into force on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.

Geo. W. PERKINS