

No. 3852

**UNITED STATES OF AMERICA
and
CANADA**

Exchange of notes (with annex) constituting an agreement relating to the construction and operation of certain radar stations in British Columbia, Ontario and Nova Scotia. Ottawa, 15 June 1955

Official text: English.

Registered by the United States of America on 27 May 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Échange de notes (avec annexe) constituant un accord relatif à la construction et à l'utilisation de certaines stations de radar en Colombie britannique, en Ontario et en Nouvelle-Écosse. Ottawa, 15 juin 1955

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 27 mai 1957.

No. 3852. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO THE CONSTRUCTION AND OPERATION OF CERTAIN RADAR STATIONS IN BRITISH COLUMBIA, ONTARIO AND NOVA SCOTIA. OTTAWA, 15 JUNE 1955

I

The Canadian Secretary of State for External Affairs to the American Ambassador

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. D. 156

Ottawa, June 15, 1955

Excellency,

I have the honour to refer to your Note No. 256 of June 15, 1955,² proposing that the United States Government should undertake the responsibility for the construction and operation of certain radar stations in British Columbia, Ontario and Nova Scotia to augment the radar extension in the southern part of Canada.

I am pleased to inform you that the Canadian Government concurs in this proposal, subject to the terms annexed to this Note. If the United States Government concurs, I propose that this Note and your reply shall constitute an agreement effective from the date of your reply.

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

L. B. PEARSON
Secretary of State for External Affairs

His Excellency R. Douglas Stuart
Ambassador of the United States of America
Ottawa, Ontario

¹ Came into force on 15 June 1955 by the exchange of the said notes.

² Not printed by the Department of State of the United States of America.

ANNEX

CONDITIONS TO GOVERN THE ESTABLISHMENT AND OPERATION OF CERTAIN RADAR STATIONS IN BRITISH COLUMBIA, ONTARIO AND NOVA SCOTIA TO AUGMENT THE RADAR EXTENSION IN THE SOUTHERN PART OF CANADA

(In this Statement of Conditions, unless the context otherwise requires, "Canada" means the Government of Canada, and "United States" means the Government of the United States of America.)

1. *Sites*

The location and size of all airstrips, and location of all sites and roads required in Canada shall be a matter for mutual agreement by the appropriate agencies of the two Governments. Canada shall acquire and retain title to all lands required for the stations. Canada grants and assures to the United States, without charge, such rights of access, use and occupancy as may be required for the construction, equipment and operation of the stations.

2. *Liaison Arrangements*

Construction will be the responsibility of the United States. The United States Air Force or its designated agent will consult fully at all stages with appropriate agencies of the Canadian Government through the Royal Canadian Air Force.

3. *Plans*

Plans of the buildings, airstrips, roads (including access roads) and similar facilities, information concerning use of local materials, such as rock fill, sand and gravel, and information concerning other arrangements related to construction and major items of equipment, shall, if requested, be supplied to the appropriate Canadian authorities in sufficient detail to give an adequate idea of the scope of the proposed construction. Canadian officials shall have the right of inspection during construction. Proposals for subsequent construction, or major alterations, shall be discussed with the appropriate Canadian authorities.

4. *Provision of Electronic Equipment*

The Canadian Government reaffirms the principle that electronic equipment at installations on Canadian territory should, as far as practicable, be manufactured in Canada. The question of practicability must, in each case, be a matter for consultation between the appropriate Canadian and United States agencies to determine the application of the principle. The factors to be taken into account shall include availability

at the time period required, cost and performance. For the purpose of carrying out these principles, consultation shall take place between representatives of the United States Air Force, and the Royal Canadian Air Force and the Canadian Department of Defence Production.

5. *Construction and Procurement (other than Electronic Equipment)*

- (a) Canadian contractors shall be extended equal consideration with United States contractors in the awarding of construction contracts, and Canadian and United States contractors shall have equal consideration in the procurement of materials, equipment and supplies in either Canada or the United States.
- (b) Contractors awarded a contract for construction in Canada shall be required to give preference to qualified Canadian labour for such construction. The rates of pay and working conditions for this labour shall be set after consultation with the Canadian Federal Department of Labour in accordance with the Canadian Fair Wages and Hours of Labour Act.

6. *Canadian Law*

Nothing in this Agreement shall derogate from the application of Canadian law in Canada, provided that, if in unusual circumstances its application may lead to unreasonable delay or difficulty in construction or operation, the United States authorities concerned may request the assistance of Canadian authorities in seeking appropriate alleviation. In order to facilitate the rapid and efficient construction of the stations, Canadian authorities will give sympathetic consideration to any such request submitted by United States Government authorities.

7. *Financing*

The cost of construction and operation of these stations shall be the responsibility of the United States Government with the exception of military personnel costs if Canada should man any of the stations at a later date. In the event that the erection of the stations requires changes in communication arrangements for the Radar Extension Plan covered in the Exchange of Notes of August 1, 1951,¹ and as detailed in the schedule of Primary Communications for the Radar Extension Plan agreed at Washington, D.C., on March 15, 1952, as subsequently amended,² it will be necessary for appropriate authorities of the two governments to work out agreed technical arrangements whereby the Canadian Government will be assured against bearing any resulting expenses exceeding those contemplated by scheduled communications, or which might arise from their rearrangement or cancellation.

¹ United Nations, *Treaty Series*, Vol. 233, p. 109.

² Not printed by the Department of State of the United States of America.

8. *Manning*

The United States may station personnel at the sites under the control and command of United States military authorities, provided that upon reasonable notice Canada may take over the manning of any or all of the installations. Canada will ensure the effective operation, in association with the United States, of any installations it takes over.

9. *Period of Operation of the Stations*

Canada and the United States agree that, subject to the availability of funds, the stations shall be maintained in operation for a period of ten years or such shorter period as shall be agreed by both countries in the light of their mutual defence interests. Thereafter, in the event that either Government concludes that any of the installations are no longer required, and the other Government does not agree, the questions of continuing need will be referred to the Permanent Joint Board on Defence. In considering the question of need, the Permanent Joint Board on Defence will take into account the relationship of the stations to other radar installations established in the mutual defence interest of the two countries. Following consideration by the Permanent Joint Board on Defence, as provided above, either Government may decide that the station or stations in question shall be closed, in which case the arrangements shown in paragraph 10 below regarding ownership and disposition of the installations shall apply.

10. *Ownership of Removable Property*

Ownership of all removable property brought into Canada or purchased in Canada, and placed on the sites, including readily demountable structures, 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 installation whose discontinuance had not been determined in accordance with the provisions of paragraph 9 above, and *provided* further that removal or disposition takes place within a reasonable time after the date on which the operation of the installation has been discontinued. The disposal of United States excess property in Canada shall be carried out in accordance with the provisions of the Exchange of Notes of April 11 and 18, 1951,¹ between the Secretary of State for External Affairs and the United States Ambassador in Ottawa, concerning the disposal of excess property.

11. *Telecommunications*

The United States military authorities shall obtain the approval of the Canadian Department of Transport, through the Royal Canadian Air Force, for the establishment and operation (including the assignment of frequencies) of radio stations in Canadian territory. The provision of telecommunications circuits (both radio and land-line) required during the construction period and thereafter will be the subject of consulta-

¹ United Nations, *Treaty Series*, Vol. 134, p. 205.

tion between the appropriate authorities of the two governments, having regard to the desirability of using existing circuits and existing Canadian public carriers where this may be feasible.

12. *Scientific Information*

Any geological, topographical, hydrographical, geophysical, or other scientific data obtained in the course of construction or operation of the stations shall be transmitted to the Canadian Government.

13. *Canadian Immigration and Customs Regulations*

- (a) Except as otherwise agreed, the direct entry of United States personnel from outside Canada shall be in accordance with Canadian customs and immigration procedures which will be administered by local Canadian officials designated by Canada.
- (b) Canada will take the necessary steps to facilitate the admission into the territory of Canada of such United States citizens as may be employed on the construction or operation of the stations, it being understood that the United States will undertake to repatriate, without expense to Canada, any such persons if the contractors fail to do so.

14. *Use of Air Landing Facilities*

Airstrips (including helicopter pads) at the installations shall be used by the United States solely for the support of the stations. If it should be desired at any time by the United States to use an airstrip for other purposes, a request shall be forwarded through appropriate channels. The airstrips shall be available for use by the Royal Canadian Air Force as required. The airstrips shall also be available for use by Canadian civil air carriers operating into or through the area, whenever such use would not conflict with military requirements, and *subject* to the understanding that the United States Air Force shall not be responsible for the provision of accommodation, fuel, or servicing facilities of any kind. Proposals and arrangements for such use of U. S. A. F.-operated airstrips by Canadian air carriers shall be submitted to the Royal Canadian Air Force, which shall consult the United States Air Force before granting any such permission.

15. *Taxes*

The Canadian Government shall grant remission of customs duties and excise taxes on goods imported and of federal sales and excise taxes on goods purchased in Canada which are or are to become the property of the United States Government and are to be used in the construction and/or operation of the installations, as well as refunds by way of drawback of the customs duty paid on goods imported by Canadian manufacturers and used in the manufacture or production of goods purchased by or on behalf of the United States Government and to become the property of the United States Government for the construction or operation of the installations.

16. *Status of Forces*

The "Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces", signed in London on June 19, 1951,¹ shall apply.

17. *Supplementary Arrangements and Administrative Agreements*

Supplementary arrangements or administrative agreements between authorized agencies of the two Governments may be made from time to time for the purpose of carrying out the intent of this agreement.

II

The American Ambassador to the Canadian Secretary of State for External Affairs

UNITED STATES EMBASSY

No. 257

Ottawa, June 15, 1955

Sir :

I have the honor to refer to you Note No. D—156 of June 15, 1955, agreeing that the construction and operation of certain augmentation radar stations in the southern part of Canada shall be the responsibility of the United States Government, subject to the conditions contained in the annex² attached to your Note.

The terms set forth in the annex are acceptable to my Government, which concurs in your proposal that your Note and this reply shall constitute an agreement effective on the date of this Note.

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

R. Douglas STUART

The Honorable Lester B. Pearson
Secretary of State for External Affairs
Ottawa

¹ United Nations, *Treaty Series*, Vol. 199, p. 67; Vol. 200, p. 340, and Vol. 260, p. 452.

² See p. 104 of this volume.