

No. 4592

**UNITED STATES OF AMERICA
and
CANADA**

Exchange of notes (with annex) constituting an agreement relating to the establishment, maintenance and operation by the United States Government of aerial refueling facilities at bases in Canada for defense purposes. Ottawa, 20 June 1958

Official text: English.

Registered by the United States of America on 9 December 1958.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Échange de notes (avec annexe) constituant un accord relatif à l'établissement, à l'entretien et à l'utilisation, par le Gouvernement des États-Unis, d'installations de ravitaillement en vol en territoire canadien aux fins de la défense. Ottawa, 20 juin 1958

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 9 décembre 1958.

No. 4592. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO THE ESTABLISHMENT, MAINTENANCE AND OPERATION BY THE UNITED STATES GOVERNMENT OF AERIAL REFUELING FACILITIES AT BASES IN CANADA FOR DEFENSE PURPOSES. OTTAWA, 20 JUNE 1958

I

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

No. 281

The Ambassador of the United States of America presents his compliments to the Secretary of State for External Affairs and has the honor to refer to discussions in the Permanent Joint Board on Defense and elsewhere regarding the mutual defense interests of Canada and the United States in strengthening the deterrent capabilities of the two countries by the establishment, maintenance, and operation by the United States Government of aerial refueling facilities in Canadian territory. The United States Air Force and the Royal Canadian Air Force have jointly conducted investigations of certain Canadian airfields to determine the suitability of such airfields for this purpose.

It is understood that any action to be taken by the United States Government in the above regard shall be subject to the availability of funds.

The United States Government now proposes that the establishment, maintenance and operation by the United States Government of aerial refueling facilities at four bases in Canada be governed by the conditions set forth in the Annex² to this Note. If these conditions are acceptable to the Canadian Government, it is proposed that this Note and the Secretary's reply constitute an Agreement between the two Governments, effective from the date of that reply.

Embassy of the United States of America
Ottawa, June 20, 1958

(Initialled) [illegible]

¹ Came into force on 20 June 1958 by the exchange of the said notes.

² See p. 40 of this volume.

ANNEX

STATEMENT OF CONDITIONS GOVERNING THE ESTABLISHMENT,
MAINTENANCE AND OPERATION OF AERIAL REFUELING FACILITIES
IN CANADIAN TERRITORY

(Hereafter, unless the context otherwise requires, "Canada" means The Government of Canada, "United States" means the Government of the United States of America, and "aerial refueling facilities" means the refueling facilities in Canadian territory to be established under this Agreement.)

1. CONSULTATION

United States authorities shall consult with appropriate Canadian agencies in connection with the establishment, maintenance and operation of the aerial refueling facilities. A project office established by Canada shall, with assistance from United States authorities, coordinate and supervise technical details relating to the establishment of the aerial refueling facilities.

2. SURVEYS

In cooperation with appropriate Canadian agencies, the United States may make engineering and other technical surveys to determine suitable sites for the aerial refueling facilities, and may make plans for the facilities to be constructed and the equipment to be installed at the sites. In the conduct of the surveys special care will be taken to avoid any infringement of rights over lands which are not owned by the Canadian Government; any arrangements involving private properties will be made only through the appropriate Canadian Government agency.

3. SITES

The location and extent of all sites required for the aerial refueling facilities shall be agreed upon by appropriate agencies of the two Governments. Canada, without charge to the United States, shall acquire and retain title to any lands required for the sites. Canada grants and assures to the United States, without charge, such rights of access, use and occupancy as may be required for the establishment, maintenance and operation of the aerial refueling facilities.

4. FACILITIES AND EQUIPMENT

The United States may secure the construction, maintenance and improvement of necessary aerial refueling facilities at the sites, including airfield improvements, operations and storage facilities, and personnel housing. The United States may have necessary equipment installed and maintained at the sites, including communications and electronic equipment subject to the provisions of paragraph 14 below. Plans for and location of facilities to be constructed and of major items of equipment to be installed at the sites shall be agreed upon by appropriate agencies of the two Governments.

5. CONSTRUCTION

Procedures for awarding contracts for construction of the aerial refueling facilities and for the procurement of construction equipment, construction supplies and related technical services shall be determined by agreement between appropriate agencies of the two Governments.

6. PROCUREMENT OF 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 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 required, cost and performance. For the purpose of applying the principle, consultation shall take place between representatives of the United States Air Force, the Royal Canadian Air Force, and the Canadian Department of Defence Production.

7. 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 the establishment, maintenance or operation of the aerial refueling facilities, United States authorities may request the assistance of Canadian authorities in seeking appropriate alleviation. Canadian authorities will give sympathetic consideration to any such request submitted by United States authorities.

8. OPERATION

(a) Canada shall, without charge, to the extent compatible with Canadian needs, make available to the United States and maintain and operate such existing Canadian facilities, equipment and services at the sites (including existing Canadian airfields at the sites, communications and electronic equipment, pipeline systems, utilities and maintenance services) as the appropriate agencies of the two Governments shall determine necessary to ensure effective military use of the aerial refueling facilities. Canada shall maintain and operate, without cost to the United States, access roads, wharves, and jetties at the sites.

(b) The United States shall have those rights of operation necessary to ensure effective military use of the aerial refueling facilities, including :

- operation of the refueling facilities constructed at the sites and all equipment installed at the sites under the terms of this Agreement;
- use of the Canadian airfields at the sites for the operation of United States military aircraft;
- stockpiling of equipment, material, supplies including petroleum products;
- use of existing facilities, equipment and services made available by Canada;

provided that the foregoing rights shall be exercised so as not to cause any unacceptable interference with Canadian operations at the sites.

(c) Supplementary arrangements may be entered into between the responsible Canadian and United States authorities at the sites to facilitate the most effective joint use of such Canadian and United States facilities, equipment and services for mutual defense purposes.

9. MANNING

The United States may station military and civilian personnel under the control and command of United States military authorities at the sites; the number of personnel to be stationed at any particular site will be a matter for mutual agreement between the appropriate agencies of the two Governments, and will, in any case, not exceed the minimum required to operate the refueling facilities effectively.

10. CIVIL AVIATION

Use may be made of the aerial refueling facilities for civilian aviation purposes to the extent compatible with effective military use of any such facilities and in such manner as shall be determined by agreement between appropriate agencies of the two Governments. Any such use will be consistent with Canadian Customs and Excise Laws and Regulations.

11. FINANCING

Except as provided herein or as otherwise mutually agreed, the cost of the establishment, maintenance and operation of the aerial refueling facilities shall be the responsibility of the United States, but the two Governments shall cooperate fully to ensure that such facilities are established, maintained and operated in the most effective and economical manner practicable. In cases where adequate existing Canadian facilities, equipment and services are not available, Canada shall explore with the United States the feasibility of otherwise sharing equitably the financing of the additional facilities, equipment and services required. If Canada wishes to make extensive use, for civil aviation purposes, of any of the facilities established by the United States under this Agreement, the cost of maintenance and operation shall be equitably shared in such manner as shall be determined by agreement between appropriate agencies of the two Governments.

12. PERIOD OF OPERATION

The United States may operate the aerial refueling facilities project for a period of ten years, or such shorter period as may be agreed upon by the two Governments in the light of their mutual defense interests. After the ten year period, in the event that either Government concludes that the aerial refueling facilities are no longer required and the other Government does not agree, the question of continuing need will be referred to the Permanent Joint Board on Defense. In considering the question of need, the Permanent Joint Board on Defense will take into account the relationship of the project to any other similar installations established in the mutual defense interest of the

two countries. Following consideration by the Permanent Joint Board on Defense, as provided above, either Government may decide that the facilities in question may be disposed of, in which case the arrangements shown in paragraph 13 below regarding ownership and disposition of the installations shall apply.

13. OWNERSHIP AND DISPOSAL OF REMOVABLE PROPERTY

Ownership and right of disposal of removable property brought into Canada or purchased in Canada and placed on the sites for the aerial refueling facilities, 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 at any time, *provided* that removal or disposal shall not be delayed beyond a reasonable time after the date on which the operation of the aerial refueling facility 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.

14. TELECOMMUNICATIONS

The United States military authorities shall obtain the approval of the Canadian Department of Transport for the establishment of radio stations associated with this project and shall establish and operate stations so approved in accordance with the terms of the licenses issued by the Department of Transport. To enable this action to be taken, appropriate license applications are to be forwarded, through Canadian military channels, to the Department of Transport. That Department will require complete technical data concerning the radio stations, including desired frequency assignments, power, class of emission, bandwidth, number and capacity of circuits, particulars of antenna structures, including marking and lighting, if any, and details of proposed sites.

15. 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 shall be administered by local Canadian officials designated by Canada.

(b) Canada shall take the necessary steps to facilitate the admission into the territory of Canada of such United States citizens as may be employed on the establishment, maintenance or operation of the aerial refueling facilities, it being understood that the United States shall undertake to repatriate, without expense to Canada, any such persons if the contractors fail to do so.

16. TAXES

Canada 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

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

become the property of the United States and are to be used in the establishment, maintenance or operation of the aerial refueling facilities. Canada shall also grant 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 and to become the property of the United States in connection with the establishment, maintenance or operation of the aerial refueling facilities.

17. ESKIMO

All matters affecting the Eskimo, including the possibility of their employment with respect to facilities covered by this Agreement, and the terms and arrangements for their employment, if approved, will be subject to the concurrence of the Department of Northern Affairs and National Resources.

18. 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.

19. SUPPLEMENTARY ARRANGEMENTS AND ADMINISTRATIVE AGREEMENTS

Supplementary arrangements and administrative agreements between appropriate 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 Canadian Secretary of State for External Affairs to the American Ambassador

DEPARTMENT OF EXTERNAL AFFAIRS CANADA

No. 106

The Secretary of State for External Affairs presents his compliments to the Ambassador of the United States of America and has the honour to refer to the Ambassador's Note No. 281 of June 20, 1958 concerning the establishment, maintenance and operation by the United States Government of aerial refueling facilities in Canadian territory. The terms and conditions set forth in the Ambassador's Note and the Annex² to that Note are acceptable to the Canadian Government, which concurs in the proposal contained in the Ambassador's Note under reference that his Note and this reply shall constitute an agreement between the Canadian and United States Governments, effective from the date of this reply.

(Initialled) [illegible]

Ottawa, Canada, June 20, 1958

¹ United Nations, *Treaty Series*, Vol. 199, p. 67; Vol. 200, p. 340; Vol. 260, p. 452, and Vol. 286, p. 380.

² See p. 40 of this volume.