

No. 4919

**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 Short-Range Tactical Air Navigation (TACAN) facilities in Canada. Ottawa, 1 May 1959

Official text: English.

Registered by the United States of America on 9 October 1959.

**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 navigation aérienne tactique à faible rayon (TACAN) au Canada. Ottawa, 1^{er} mai 1959

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 9 octobre 1959.

No. 4919. 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 SHORT-RANGE TACTICAL AIR NAVIGATION (TACAN) FACILITIES IN CANADA. OTTAWA, 1 MAY 1959

I

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

No. 259

The Ambassador of the United States of America presents his compliments to the Acting Secretary of State for External Affairs and has the honor to refer to the Department's Note No. D-158, June 23, 1955,² granting permission to the United States Air Force to undertake site surveys at certain designated points with a view to the possible establishment of short range tactical air navigation (TACAN) facilities in Canada as a part of a world-wide system.

The authorized surveys have now been completed at all the sites specified in the Embassy's Note No. 243, May 25, 1955.² Representatives of the Royal Canadian Air Force were on hand during the surveys and approved the substitution of Cutthroat Island for Cape Harrison.

The Ambassador accordingly requests that the Canadian Government grant its authorization for the establishment, maintenance and operation by the United States Government of TACAN facilities at the sites specified in the Annex³ to this Note and at such other sites as may be mutually agreed upon. In the event that the Canadian Government grants such authorization, it is understood that any action taken by the United States Government with respect to the establishment, maintenance and operation of such facilities will be subject to the availability of funds.

¹ Came into force on 1 May 1959 by the exchange of the said notes.

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

³ See p. 30 of this volume.

In the Annex to this Note there is set forth a statement of the conditions proposed by the United States Government to govern the establishment, maintenance and operation of the agreed TACAN facilities in Canada. Should these conditions, as well as those set forth above, meet with the approval of the Canadian Government, it is proposed that this Note and the Secretary's reply shall constitute an agreement effective from the date of the reply.

R. B. W.

Enclosure :

Annex of Conditions.

Embassy of the United States of America
Ottawa, May 1, 1959

A N N E X

CONDITIONS TO GOVERN THE ESTABLISHMENT, MAINTENANCE AND OPERATION OF TACTICAL AIR NAVIGATION (TACAN) FACILITIES IN 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 precise location of all sites and roads required for the TACAN facilities in Canada shall be a matter for agreement between the appropriate agencies of the two Governments. Canada shall acquire and retain title to all lands required for the facilities. 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 facilities at such agreed locations.

2. Plans

Plans of the buildings, roads (including access roads) and similar items, information concerning proposed 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. Proposals for subsequent construction, or major improvements, shall be discussed with the appropriate Canadian authorities.

3. Procurement 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 required, cost and performance. For the purpose of carrying out this 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.

4. *Construction and Procurement of Equipment (Other than Electronic Equipment)*

Procedures for awarding contracts for construction of the TACAN 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.

5. *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 facilities, Canadian authorities will give sympathetic consideration to any such request submitted by United States authorities.

6. *Operation*

(a) The United States may establish, maintain and operate TACAN facilities at the following sites in Canada :

St. Anthony, Nfld., Saglek, Nfld., Cape Christian, N.W.T., Cutthroat Island, Nfld., Seven Islands, Que., Whitehorse, Y. T., Fort Nelson, B. C., Port Hardy, B. C., Sandspit, B. C.

United States authorities will consult fully with appropriate agencies of the Canadian Government at all stages of the establishment, maintenance and operation of the TACAN facilities.

(b) The United States will accomplish, through the appropriate Canadian agency, the maintenance and operation of the TACAN facilities established at the following Canadian-operated airfields :

Whitehorse, Y. T., Fort Nelson, B. C., Port Hardy, B. C., Sandspit, B. C., Seven Islands, Que.

(c) With respect to each facility maintained and operated through a Canadian agency, acceptance checks may be performed by the United States. All flight checks of each facility shall be the responsibility of the United States.

(d) Canada reserves the right, on reasonable notice, to take over the operation of any or all of the TACAN facilities. Canada will ensure the effective operation, in association with the United States, of any facilities it takes over.

7. *Financing*

(a) Subject to subparagraph 7 (b), the cost of the establishment, maintenance and operation of the TACAN facilities shall be the responsibility of the United States. The appropriate Canadian agency will provide at United States expense, in accordance with mutual agreements as to costs and items to be included, sustained maintenance of Canadian-operated TACAN support items such as structures, support utilities, access roads, and electronic and power equipment.

(b) If Canada makes continuing and substantial use of the TACAN facilities, the financing of the TACAN system shall be equitably distributed, in accordance with agreements to be entered into between the appropriate agencies of the two Governments. In the event that Canada, pursuant to subparagraph 6 (d), takes over the operation of any TACAN facility, Canadian military personnel costs will not be the responsibility of the United States.

8. *Period of Operation*

(a) The United States may operate any or all of the TACAN facilities for a period of ten years, or such shorter period as shall be agreed by both countries in the light of their mutual defense interests. Thereafter, in the event that either Government concludes that any or all of the TACAN 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 TACAN system to other navigational aid facilities 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 shall be closed, in which case the arrangements shown in paragraph 9 below regarding ownership and disposition of the facilities will apply.

(b) Notwithstanding the foregoing, the United States will discontinue operation of the TACAN facilities at any site at the request of Canada in the event that VORTAC¹ navigational aid facilities are made available by Canada at such site.

9. *Ownership and Disposal of Removable Property*

Ownership of all removable property brought into Canada or purchased in Canada and placed on the sites for the TACAN 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, *provided*, that removal or disposal takes place within a reasonable time after the date on which the operation of the facility has been discontinued, *and provided further*, that if Canada is making continuing and substantial use of any or all of the TACAN facilities, the United States is prepared, within the framework of available authority, to enter into suitable alternative arrangements, by agreements between the appropriate agencies of the two Gov-

¹ Provides both VOR (Very High Frequency Omni-directional range) and TACAN (military tactical air navigation service) azimuth service, plus TACAN distance measuring service.

ernments, with respect to all such property located at such facilities, for the purpose of ensuring that such Canadian use is not disrupted. 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 between the Secretary of State for External Affairs and the United States Ambassador in Ottawa, concerning the disposal of excess property.¹

10. *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 licences issued by the Department of Transport. To enable this action to be taken, appropriate licence 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, particulars of antenna structures, including marking and lighting, if any, and details of proposed sites.

11. *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 establishment, maintenance and operation of the facilities, 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.

12. *Taxes*

The Canadian Government shall grant remission of customs duties and excise taxes on goods imported into Canada and remission 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 establishment, maintenance and operation of the facilities, 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 establishment, maintenance and operation of the facilities.

13. *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, 1951,² shall apply.

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

² United Nations, *Treaty Series*, Vol. 199, p. 67; Vol. 200, p. 340; Vol. 260, p. 452, and Vol. 286, p. 380.

14. *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 Canadian Acting Secretary of State for External Affairs to the American Ambassador

DEPARTMENT OF EXTERNAL AFFAIRS

CANADA

No. DL-106

The Acting 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. 259 of May 1, 1959 concerning the establishment, maintenance and operation by the United States Government of Short-Range Tactical Air Navigation (TACAN) facilities in Canada.

The terms and conditions to govern the establishment, maintenance and operation of these facilities in Canada proposed in the Ambassador's Note and the Annex to that Note are acceptable to the Canadian Government. The Canadian Government, therefore, concurs in the Ambassador's proposal that his Note and this reply shall constitute an Agreement between the Canadian and United States Governments, effective from the date of this reply.

D. V. L.

Ottawa, May 1, 1959
